



FESIA A. DAVENPORT
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE OPERATIONS CLUSTER

DATE: January 13, 2021
TIME: 2:00 p.m. – 4:00 p.m.
LOCATION: **TELECONFERENCE CALL-IN NUMBER: 1(323)776-6996**
TELECONFERENCE ID: 605696861#

To join via phone, dial 1(323)776-6996, then press 605696861#.

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 after all Informational Items are presented.
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:
REQUEST AUTHORITY TO AMEND THE CONTRACT TERM FOR AS-
NEEDED ARCHITECTURAL AND ENGINEERING SERVICES MASTER
AGREEMENTS
ISD – Christie Carr, Contract Manager
 - B) Board Letter:
TEN YEAR LEASE OF DEPARTMENT OF PUBLIC HEALTH,
DEPARTMENT OF PUBLIC SOCIAL SERVICES, AND DEPARTMENT
OF CHILDREN AND FAMILY SERVICES, 9320 TELSTAR AVE.,
EL MONTE
CEO/RE – Michael Navarro, Chief Program Specialist

CONTINUED ON PAGE 2

C) Board Letter:

APPROVAL TO AWARD AND EXECUTE CONTRACT FOR TITLE INVESTIGATION AND REPORTING SERVICES TO FIRST CORPORATE SOLUTIONS, INC.

TTC – Keith Knox, Treasurer and Tax Collector; Elizabeth Buenrostro Ginsberg, Chief Deputy; and Deondria Barajas, Assistant Treasurer and Tax Collector

D) Board Letter:

COUNTYWIDE CLASSIFICATION ACTIONS TO IMPLEMENT THE FEBRUARY 9, 2021 FINAL ADOPTED BUDGET ALLOCATION BOARD LETTER (FISCAL 2020 – 2021)

CEO/CLASSIFICATION – Irish Wong, Principal Analyst; Bany Rojas, Senior Analyst; Scott Orr, Principal Analyst; Aaron Palacios, Senior Analyst; Ronald Leeruangsri, Principal Analyst; and Mala Nanda, Deputy Management Programs, Health Services

3. **PRESENTATION/DISCUSSION ITEMS:**

None available.

4. **Public Comment**

(2 minutes each speaker)

5. **Adjournment**

FUTURE AGENDA TOPICS

CALENDAR LOOKAHEAD:

DACC – APPROVAL TO UTILIZE FUNDS FROM THE COUNTY INFORMATION TECHNOLOGY FUND FY 2020-2021

LASD – AJIS BPR-APPROVAL TO UTILIZE LMF FY 2020-2021

MEDICAL EXAMINER- CORONER – IMPLEMENTATION OF NEW CASE MANAGEMENT SYSTEM

CEO/RE – SANTA CLARITA COURTHOUSE- FIRST AMENDMENT TO THE JOINT OCCUPANCY AGREEMENT

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

OPS CLUSTER DATE	1/13/2021	
BOARD MEETING	2/2/2021	
DELEGATED AUTHORITY BOARD LETTER	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	All Districts	
DEPARTMENT	Internal Services Department (ISD)	
SUBJECT	Request delegated authority to amend the contract amount for 13 Master Agreements (MA) for as-needed architectural and engineering (A&E) services, in support of the County's maintenance, repair, and refurbishments projects.	
PROGRAM	N/A	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why: n/a	
DEADLINES/ TIME CONSTRAINTS	None	
COST & FUNDING	<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>Total cost: No additional funding is being added. Total: \$6 million not-to-exceed amount for the one, 3-year term, for each of the 13 MAs</p> </div> <div style="width: 45%;"> <p>Funding source: The MAs will only be used where sufficient budgeted funds are available from departments requesting work which will be offset through County department billings and within available appropriation.</p> </div> </div>	
	<p>TERMS (if applicable): Execute the remaining two 1-year extension option terms to one, 3-year term, for each Master Agreement, to extend the current term through July 18, 2023 (Currently in the middle of 1 yr.)</p>	
	<p>Explanation: ISD provides repair, remodeling maintenance, and refurbishment services to various County facilities. Some of these services require programming, design, or engineering to fully define the work and obtain the required local jurisdictional approvals (e.g., building permits). Over the next three years, ISD anticipates a substantial increase in required A&E services to allow for the completion of the most critical repair work required at County-owned facilities.</p>	
PURPOSE OF REQUEST	<p>Authorize the Director of ISD, or his designee, to execute amendments for 13 Master Agreements to extend the term of the contracts by exercising the remaining two one-year extension options, extending the term of the contract through July 18, 2023, in order to combine the annual \$2 million not-to-exceed amount for the remaining two 1-year extension options, for an aggregate not-to-exceed total of \$6 million for each of the Master Agreements for the remainder of the contract term.</p>	
BACKGROUND (include internal/external issues that may exist)	<p>On July 19, 2018, pursuant to your Board's approval, ISD Director execute 13 Master Agreements for A&E services, for a not-to-exceed annual amount of \$1.5 million, per agreement, each for a 1-year initial term, plus four 1-year extension options for a combined potential aggregate term of five years.</p> <p>On January 7, 2020, your Board authorized the Director of ISD to execute amendments to increase the maximum annual sum of each of the 13 Master Agreements by \$500,000, for an annual sum not-to-exceed \$2 million, per Agreement</p>	
DEPARTMENTAL CONTACTS	<ul style="list-style-type: none"> Christie Carr, Contract Manager, 323-267-3101, ccarr@isd.lacounty.gov 	



County of Los Angeles
INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue
Los Angeles, California 90063

SELWYN HOLLINS
Director

"Trusted Partner and Provider of Choice"

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

February 2, 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:

**REQUEST AUTHORITY TO AMEND THE CONTRACT TERM FOR AS-NEEDED
ARCHITECTURAL AND ENGINEERING SERVICES MASTER AGREEMENTS
(ALL DISTRICTS – 3 VOTES)**

SUBJECT

Request delegated authority to amend the contract term and amount for 13 Master Agreements (MA) for as-needed architectural and engineering (A&E) services, in support of the County's maintenance, repair, and refurbishments projects.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed actions are not a project under the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and the record.
2. Authorize the Director of ISD, or his designee, to execute amendments for 13 Master Agreements to extend the term of the contracts by exercising the remaining two one-year extension options, extending the term of the contract through July 18, 2023, to combine the annual \$2 million not-to-exceed amount for the remaining two one-year extension options, for an aggregate not-to-exceed total of \$6 million for each of the Master Agreements for the remainder of the contract term.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

ISD provides repair, remodeling maintenance, and refurbishment services to various County facilities. Some of these services require programming, design, or engineering to

fully define the work and obtain the required local jurisdictional approvals (e.g., building permits). Over the next three years, ISD anticipates a substantial increase in required A&E services to allow for the completion of the most critical repair work required at County-owned facilities.

On July 19, 2018, pursuant to your Board's approval, ISD Director executed 13 MAs for A&E services, for a not-to-exceed annual amount of \$1.5 million, per agreement, each for a one-year initial term, plus four one-year extension options for a combined potential aggregate term of five years.

On January 7, 2020, your Board authorized the Director of ISD to execute amendments to increase the maximum annual sum of each of the 13 MAs by \$500,000, for an annual sum not-to-exceed \$2 million, per Agreement.

Recommendation one is required to find that the proposed actions are statutorily and categorically exempt from the provisions of CEQA), California Public Resources Code.

With respect to each of the 13 MAs, ISD has already exercised the initial annual term, and the first two extension options. For each of the 13 MAs, there remains two, one-year renewal options, to be exercised at the sole discretion of the Director of ISD.

Under recommendation two, ISD will execute amendments to the 13 MAs to amend the remaining one-year extension options to a one three-year term, which will secure A&E services for the remainder of the MA. Recommendation two then authorizes the Director of ISD, or his designee, to execute amendments to the 13 MAs to combine the annual \$2 million not-to-exceed amount for each of the remaining three one-year extension option terms to a \$6 million not-to-exceed amount for the one, three-year term, for each of the 13 MAs, beginning in Fiscal Year (FY) 2020-2021. This action will allow the County, at its sole discretion, to expend some, all, or none of the maximum sum of \$6 million over a three-year term, per Master Agreement.

These actions will enhance ISD's flexibility to respond to demand for as-needed design and engineering services for repair, maintenance, and refurbishment projects in support of the County's Facility Reinvestment Program (FRP). Demand for design and engineering services is anticipated to increase in the near term to support expedited and bundled design efforts for the next cadre of almost 70 new FRP projects that ISD is managing. The requested actions parallel how the Department of Public Works already structures its MAs for on-call A&E services. The ability to bundle A&E services is critical for ISD to be able to address CEO objectives for increasing FRP annual expenditures and completion of work-in-place for the remaining years of the Program.

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 A&E MAs do not guarantee a contractor any minimum amount of work. The County only incurs an obligation as individual Work Orders are issued. The MAs will only be used where sufficient budgeted funds are available from departments requesting work. Approval of the recommendations will only amend the not-to-exceed annual agreement amount, per agreement, from \$2 million to a three-year sum, not-to-exceed \$6 million, for each MA. ISD will incur A&E expenditures not-to-exceed \$78 million over three years, to the extent that they are offset through County department billings and within available appropriation.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended Amendments have been reviewed and approved as to form by County Counsel. All MA terms and conditions remain unchanged.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not a project pursuant to CEQA because they are activities that are excluded from the definition of a project by Section 15378(b) of the CEQA Guidelines. The proposed action to amend the as-needed A&E and support services MAs is an administrative activity, which will not result in direct or indirect changes to the environment. We will return to the Board as necessary for consideration of appropriate environmental documentation pursuant to CEQA before the approval of any activities that constitute a project under CEQA.

CONTRACTING PROCESS

On October 3, 2017, ISD released a Request for Statement of Qualifications (RFSQ) for As-Needed A&E Services. Fifteen Statements of Qualifications (SOQs) were received by the December 4, 2017 deadline.

On July 17, 2018, your Board approved and authorized the Director of ISD, or designee, to execute 14 MAs for A&E services, for a not-to-exceed annual amount of \$1.5 million, per contract, with an annual combined aggregate total of \$21 million for all 14 MAs.

Subsequently, one A&E vendor rescinded its MA due to a conflict of interest; therefore, ISD executed 13 MAs with the remaining qualified vendors on July 19, 2018 for a not-to-

exceed amount of \$1.5 million per MA, per year, with a one-year initial term and four one-year renewal options.

On January 7, 2020, your Board authorized the Director of ISD, or designee, to execute amendments to increase the maximum annual sum for 13 MAs by \$500,000, per MA, for an annual sum not-to-exceed \$2 million, per year, per Agreement.

When A&E services under these agreements are required, ISD requests these services via a Work Order from 1 of the 13 firms (Attachment 1) on a rotational basis. ISD distributes A&E services among all the qualified firms equitably. The labor rates are fixed for the term of the MAs, unless a COLA is requested by the Contractor/s and in turn approved by the County.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The use of these MAs is required for the completion of maintenance, repair, and refurbishment of County infrastructure and facilities work managed by ISD. There will be no negative impact on current County services or projects during the performance of the recommended A&E services MAs.

CONCLUSION

The Executive Office of the Board of Supervisors is requested to return two stamped and signed copies of this letter to the Director of ISD.

Respectfully submitted,

Selwyn Hollins
Director

SH:MO:CC:SO:ew

Attachment

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

RELEVANT CORRESPONDENCE

1. Amendment Two Board Letter Adopted 1/7/20



SELWYN HOLLINS
Acting 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 07, 2020

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

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

22 January 7, 2020

CELIA ZAVALA
EXECUTIVE OFFICER

**REQUEST AUTHORITY TO INCREASE ANNUAL CONTRACT SUMS FOR
AS-NEEDED ARCHITECTURAL AND ENGINEERING SERVICES
MASTER AGREEMENTS
(ALL DISTRICTS – 3 VOTES)**

SUBJECT

Request delegated authority to increase the maximum annual contract sum for 13 Master Agreements (MA) for a not-to-exceed annual contract amount of \$2 million per agreement for as-needed architectural and engineering (A&E) services in support of the County's maintenance, repair, and refurbishments projects.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed actions are not a project under the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and the record.
2. Authorize the Director of Internal Services Department (ISD), or his designee, to execute amendments to increase the maximum annual sum for 13 Master Agreements by \$500,000, per Master Agreement, to provide as-needed A&E services. Approval of this recommendation will increase the maximum annual agreement amount, per agreement, from \$1.5 million to an annual sum not-to-exceed \$2 million, per year, for each Master Agreement, and an annual combined aggregate total of \$26 million per year for all 13 Master Agreements, beginning in Fiscal Year (FY) 2019-20.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

ISD provides repair, maintenance, and refurbishment services to County facilities. Some County renovation and repair work requires programming, design, or engineering to fully define the work and obtain the required local jurisdictional approvals (e.g., building permits). Over the next five years, ISD anticipates a substantial increase in required A&E services to allow for the completion of the most critical repair work required at County-owned facilities. ISD does not have sufficient in-house engineering and design capabilities to perform this work. The recommended action to increase the maximum annual Master Agreement sums will augment ISD's ability to provide prompt as-needed design and engineering services for repair, maintenance, and refurbishment projects in support of the County's Facility Reinvestment Program which is necessary to meet the immediate and anticipated A&E services requirements associated with these projects managed by ISD's Facilities Operations Services (FOS).

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 A&E MAs do not guarantee a contractor any minimum amount of work. The County only incurs an obligation as individual Work Orders are issued. The MAs will only be used where sufficient budgeted funds are available from departments requesting work. Approval of this recommendation will increase the maximum annual agreement amount, per agreement, from \$1.5 million to an annual sum not-to-exceed \$2 million, per year, for each Master Agreement. ISD will incur A&E expenditures not-to-exceed \$26 million per year to the extent that they are offset through County department billings and within available appropriation.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended Amendments have been reviewed and approved as to form by County Counsel. All Master Agreement terms and conditions remain unchanged.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not a project pursuant to CEQA because they are activities that are excluded from the definition of a project by Section 15378(b) of the CEQA Guidelines. The proposed action to award as-needed architectural/engineering and support services is an administrative activity of government, which will not result in direct or indirect changes to the environment. We will return to the Board as necessary for consideration of appropriate environmental documentation pursuant to CEQA before the approval of any activities that constitute a project under CEQA.

CONTRACTING PROCESS

On October 3, 2017, ISD released a Request for Statement of Qualifications for As-Needed A&E Services. Fifteen Statements of Qualifications were received by the December 4, 2017 deadline.

On July 17, 2018, your Board authorized the Director of ISD, or designee to execute 14 MAs for A&E services, for a not-to-exceed amount of \$1.5 million, per contract, per year, with an annual combined aggregate total of \$21 million for all 14 MAs. Subsequently, one A&E vendor rescinded its MA due to a conflict of interest; therefore, ISD executed 13 MAs with the remaining qualified vendors on July 19, 2018 for a not-to-exceed amount of \$1.5 million per MA, per year, with a one-year initial term and four one-year renewal options.

When A&E services under these agreements are required, ISD requests these services via a Work Order from 1 of the 13 firms (Attachment 1) on a rotational basis. ISD distributes A&E services among all of the qualified firms equitably.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The use of these MAs is required for the completion of maintenance, repair, and refurbishment of County infrastructure and facilities work managed by ISD. There will be no negative impact on current County services or projects during the performance of the recommended A&E services MAs.

CONCLUSION

The Executive Office of the Board of Supervisors is requested to return two stamped and signed copies of this letter to the Director of ISD.

Respectfully submitted,



SELWYN HOLLINS

Acting Director

SM:SH:MO:CC:SO:ew

Enclosures

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

**AS-NEEDED ARCHITECTURAL AND ENGINEERING SERVICES
SELECTED FIRMS**

FIRM	ADDRESS	CITY/STATE/ZIP	LSBE	Supervisory District
BOA Architecture	1511 Cota Avenue	Long Beach, CA 90813	x	4
AWu Government Services	370 Crenshaw Blvd., Suite E104	Torrance, CA 90503	x	4
Choy Associates, Inc.	2627 Manhattan Beach Blvd., #206	Redondo Beach, CA 90278	x	4
GA Design, Inc.	19191 South Vermont Avenue, Suite #640	Torrance, CA 90502	x	4
HH Fremer Architects, Inc.	2121 Wilshire Blvd., Suite 210	Santa Monica, CA 90403	x	3
IDS Group, Inc.	11845 W. Olympic Blvd., Suite 515	Los Angeles, CA 90064		3
J.C. Chang & Associates, Inc.	385 Van Ness Ave., Suite 208	Torrance, CA 90501	x	4
JTC Architects, Inc.	65 North First Ave., Suite 201	Arcadia, CA 91006		5
La Cañada Design Group	630 N. Rosemead Blvd., Suite 400	Pasadena, CA 91107	x	5
Owen Group, Inc.	811 Wilshire Blvd, Suite 1050	Los Angeles, CA 90017	x	1
RAW International, Inc.	800 S. Figueroa Street, Suite 600	Los Angeles, CA 90017	x	1
SRD Architects, Inc.	3920 E. Coronado Street, Suite #201	Anaheim, CA 91807		
Viniegra & Viniegra Architecture, LLP	5232 Otis Avenue	Tarzana, CA 91356	x	3

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

OPS CLUSTER AGENDA REVIEW DATE	1/13/2021	
BOARD MEETING	1/26/2021	
DELEGATED AUTHORITY BOARD LETTER	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	5th	
DEPARTMENT	Departments of Public Health (DPH), Public Social Services (DPSS) and Children and Family Services (DCFS)	
SUBJECT	Approval of a proposed ten-year lease to replace an existing lease to provide DPH, DPSS and DCFS continued use of 176,310 square feet which includes 163,000 square feet of office space (of which approximately 7,000 square feet is used for child care space), 13,310 square feet of warehouse space and 599 on-site parking spaces.	
PROGRAM	-DPH occupies 86,639 square feet of the Premises for its Children's Medical Services (CMS) Headquarters. -DPSS occupies 66,416 square feet of the Premises for its El Monte In-Home-Supportive Services (IHSS) program. -DCFS occupies 23,255 square feet of the Premises for its Out-of-Home Care Management Division (OHCMD), Quality Improvement (QI) Section and its Wraparound Section.	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	The existing lease is currently on a month-to-month holdover basis since 2019, without penalty. The current ownership is in escrow to sell the facility to the Landlord. The proposed lease will be effective and commence once all of the following items are in place: Landlord owns the facility, Board approval of the proposed lease, full execution of the proposed lease, and unconditional delivery of the Premises to the County by the Landlord at the close of Escrow.	
COST & FUNDING	Total cost: \$56,855,000 rental costs over the 10-year term.	Funding source: -DPH will be funded 32 percent State funds, 51 percent Federal funds, and 17 percent net County cost; -DPSS will be funded 82.88 percent State and Federal funds and 17.12 percent net County cost; and -DCFS will be funded 45 percent Federal and State funds, and 55 percent net County cost.
	TERMS (if applicable): The office base rent is subject to Consumer Price Index (CPI) increase capped at 3 percent per annum and the warehouse base rent is subject to a one-time 3 percent increase on the fifth anniversary of the initial term. The County has the right to terminate the proposed lease at any time after the eighth year, with 180 days' notice, subject to payment of a termination fee equal to the unamortized portion of the TI Allowance with no interest charged and capped at \$490,000.	
	Sufficient funding to cover the proposed rent, for the first year of the proposed lease is included in the Fiscal Year (FY) 20-2021 Rent Expense budget, and will be billed back to DPH, DPSS and DCFS. DPH, DPSS and DCFS have sufficient funding in their 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 budgets for DPH, DPSS and DCFS.	
PURPOSE OF REQUEST	Approval of the recommended actions will authorize and continue to adequately provide the necessary office space for DPH, DPSS and DCFS. Bringing back to Ops Cluster to advise of additional terms related to the right of first refusal.	
BACKGROUND (include internal/external issues that may exist)	The proposed lease will provide DPH, DPSS and DCFS the continued use of 176,310 square feet comprised of 163,000 square feet of office space (of which approximately 7,000 square feet is used for child care space), 13,310 square feet of warehouse space and 599 on-site parking spaces.	
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. DAVENPPORT
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 26, 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:

**TEN-YEAR LEASE
DEPARTMENT OF PUBLIC HEALTH,
DEPARTMENT OF PUBLIC SOCIAL SERVICES AND
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
9320 TELSTAR AVENUE, EL MONTE
(FIRST DISTRICT) (3 VOTES)**

SUBJECT

Approval of a proposed ten-year lease to replace an existing lease to provide the Departments of Public Health (DPH), Public Social Services (DPSS), and Children and Family Services (DCFS) continued use of 176,310 square feet of office and warehouse space, and 599 on-site parking spaces for various DPH, DPSS, and DCFS programs.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed lease is exempt from the California Environmental Quality Act (CEQA), for the reasons stated in this Board letter and in the record of the project.
2. Authorize the Chief Executive Officer, or her designee, to execute the proposed lease with Rising Realty Partners, LP (or its related affiliates acceptable to Los Angeles County) (Landlord), for 176,310 square feet which includes 163,000 square feet of office space and warehouse space, and 599 on-site parking spaces at 9320 Telstar Avenue, El Monte, California, 91731 (Premises), for continued occupancy by DPH, DPSS and DCFS. The estimated maximum first year base rental cost of \$4,690,464 includes five months' free rent for an adjusted base rent of \$2,736,104. The estimated total lease cost is \$56,855,000 over the 10-year term, which includes the cost of electricity to be paid by DPH, DPSS, and DCFS directly to the Landlord. The costs for DPH will be funded 32 percent with State

funds, 51 percent with Federal funds, and 17 percent with net County cost; the costs for DPSS will be funded 82.88 percent with State and Federal funds and 17.12 percent with net County cost; and the costs for DCFS will be funded 45 percent with Federal and State funds, and 55 percent with net County cost.

3. Authorize and direct the 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, exercising early termination rights, any options to extend, and/or to lease additional supplemental parking spaces as needed and available. In addition, the Chief Executive Officer, or her designee, may exercise any rights of first refusal to lease up to 72,651 square feet of additional warehouse space which includes an additional 30 parking spaces, to be co-terminus with the proposed lease and an estimated first year rental cost not to exceed \$1,387,520 and a low voltage cost not to exceed \$1,000,000, if paid in lump sum, or \$1,108,000 if amortized over five years at 6 percent interest. The Chief Executive Officer will notify the Board if the right of first refusal is exercised.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Since 2001, DPH, DPSS and DCFS have occupied the Premises. The existing lease has been on a month-to-month holdover since August 2019. The current ownership is currently in escrow to sell the Premises to the Landlord. The proposed lease will be effective and commence once all of the following items are in place: (i) Landlord owns the Premises, (ii) Board approval of the proposed lease, (iii) full execution of the proposed lease, and (iv) unconditional delivery of the Premises to the County by the Landlord at the close of Escrow. The 176,310 square foot Premises will include 163,000 square feet of office space and 13,310 square feet of warehouses space which is split amongst DPH, DPSS and DCFS. There is a childcare center at the facility which uses approximately 7,000 SF of the office space, and a small outside area of the parking lot which is provided at no cost to the County. The Premises is located near public transportation routes and adjacent to major freeways.

DPH currently occupies 86,639 square feet at the Premises for its Children's Medical Services (CMS) Headquarters, and its four main programs: California Children's; Services (CCS), Medical Therapy Program (MTP), Child Health and Disability Prevention (CHDP), and Child Welfare Public Health Nursing Program, including the General Program and the Health Care Program for Children in Foster Care (HCPFC). This office serves as the headquarters and the administrative center for CMS overseeing these four programs that provide medical benefits and services to children, at no cost and in collaboration with the school districts. There are approximately 465 DPH employees at the Premises.

DPSS currently occupies 66,416 square feet at the Premises for its In-Home-Supportive Services (IHSS), Medi-Cal Outreach, Line Operations Development, and a Child Care Center. The IHSS Program provides financial assistance for services to low-income elderly, blind or disabled individuals. The services may include house-cleaning, meal preparation, grocery shopping, accompaniment to medical appointments, protective supervision and personal care. Medi-Cal Outreach deploys Eligibility Workers throughout Los Angeles County at sites such as hospitals, clinics, schools, and community agencies to offer an alternate platform for the community to access health insurance and nutrition assistance services. Line Operations Development provides support to DPSS staff and assists with instituting new programs. There are approximately 300 DPSS employees at the Premises.

DCFS currently occupies 23,255 square feet at the Premises for its Out-of-Home Care Management Division (OHCMD), Quality Improvement (QI) Section and its Wraparound Section. These programs support the mission, vision, strategic plans and goals for child safety, permanency, quality of life for children, well-being and educational competency. The goal is to develop and provide the highest quality placement and treatment resources for children and families, and ensure that the children's needs are being met and they are achieving positive outcomes. There are approximately 110 DCFS employees at the Premises.

Approval of the recommended actions will find that the proposed lease is exempt from CEQA and will continue to allow DPH, DPSS, and DCFS to operate at the Premises.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan Goal 3 - *Realize Tomorrow's Government Today* - provides that our increasingly dynamic, and complex environment, challenges our collective abilities to respond to public needs and expectations. We want to be an innovative, flexible, effective, and transparent partner focused on advancing the common good. The proposed lease supports this goal through provision of efficient public service by providing continued use of an existing, centrally located Premises occupied by multiple County departments.

The proposed lease is consistent with the Strategic Asset Management Plan Goal 2 – Strengthen Connection between Service Priorities and Asset Decisions and Key Objective 4 – Guide Strategic Decision-Making. The proposed lease supports this goal and objective through provision of efficient public service by providing continued use of an existing, centrally located Premises occupied by multiple County departments.

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

FISCAL IMPACT/FINANCING

Sufficient funding to cover the proposed rent (including electrical expense), 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 DPH, DPSS and DCFS in accordance with their respective share as follows: DPH is \$1,604,438, DPSS is \$1,229,938 and DCFS is \$430,658. DPH, DPSS and DCFS have sufficient funding in their FY 2020-21 operating budgets to cover the proposed rental cost, including utilities for the first year. Beginning in FY 2021-22, ongoing funding for costs associated with the proposed lease will be part of the budgets for DPH, DPSS and DCFS. The rental costs for DPH will be funded with 51 percent Federal funds, 32 percent with State funds, and 17 percent with net County cost. The rental costs for DPSS will be funded 82.88 percent with State and Federal funds and 17.12 percent with net County cost. The rental costs for DCFS will be funded 45 percent with Federal and State funds, and 55 percent with net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

- The base rent for the office space at commencement of the proposed lease is \$27.60 per square foot per year. The base rent for the warehouse space at the commencement of the proposed lease is \$14.40 per square foot, per year. Based on these rates, the total first year rent would be \$4,690,464; however, the Landlord will provide the first five months of rent free, resulting in a total first year base rent cost of \$2,736,104.
- Base rent for the office space is subject to annual Consumer Price Index (CPI) increases and capped at 3 percent per annum.
- Base rent for the warehouse space is fixed for years one through five and subject to a one-time 3 percent increase on the fifth anniversary of the Lease Term.
- The Landlord will provide a \$2,445,000 base tenant improvement (TI) allowance for refurbishment of the Premises, i.e., carpet, paint and other minor improvements as needed including repair and reconfiguration of furniture. Any unused portion of the TI Allowance will be credited toward the base rent.
- The Landlord, at its sole cost and expense shall be responsible for upgrading the bathrooms and elevator lobby to the most recent Building standard, as well as code-compliant work required in the common areas. In addition, the Landlord shall air balance the heating, ventilation, and air conditioning (HVAC) system by a third-party HVAC subcontractor within 60 days from the commencement of the lease term.

- The Landlord is responsible for operating and maintenance costs including janitorial services, and the County is responsible for reimbursing the Landlord the costs of its electrical usage at an estimated \$528,930 annual costs.
- The base rent includes 599 parking spaces. The Landlord shall restripe the parking area and install approximately 17 electric charging stations at the Landlord's sole cost and expense. The County can request that the Landlord acquire additional off-site parking as needed and if available, for which the County will reimburse the Landlord.
- The aggregate costs associated with the proposed lease over the entire term is \$56,855,000, as shown on Enclosure B.
- The County has the right to terminate the proposed lease at any time after the eighth year, with 180 days' notice, subject to payment of a termination fee equal to the unamortized portion of the TI Allowance with no interest charged and capped at \$490,000.
- The proposed lease includes two five-year options to extend the proposed lease term with nine months advance notice at 95 percent of the Fair Market Rental Value. If all options are exercised, the total term of the proposed lease would be 20 years.
- The County has a right of first refusal to lease up to 72,651 square feet of additional warehouse space, which includes 4,832 square feet of ancillary office space in the same building as the Premises. The lease of additional space is subject to the same terms and conditions as the proposed lease, except as follows: (1) the base rent for the additional space will not exceed \$8.40 per square foot, per year, and is subject to annual CPI increases capped at 3 percent; (2) there will be five months of free rent, which can be either applied to the first five months of the lease term for the additional space, or toward the County's cost of the tenant improvements; (3) the Landlord will provide a base TI allowance of \$1.00 per square foot; (4) the County's share of the TIs would not exceed \$37.16 per square foot, if paid in a lump sum, and would not exceed \$48.37 per square foot, if amortized over eight years at 7 percent interest; and (5) the lease of additional space will commence 30 days after substantial completion and the County's acceptance of the TIs for the additional space. If this right is exercised at the start of the original proposed lease term, the total estimated cost over the ten-year term is estimated to be \$12,671,000 as shown on Enclosure B page 3.
- If the Landlord decides to sell the Premises, the County will have a right of first refusal regarding any sale of the Premises.

- Holdover at the proposed lease expiration is permitted on the same lease terms and conditions and the monthly base rent during the holdover period will be at the base rent at the time of the proposed lease expiration.
- The proposed lease was submitted for review to the Board's appointed Real Estate Management Commission on November 10, 2020 and was unanimously approved.

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, CEO-Real Estate's County website, and Cushman & Wakefield's (CW) website, the County's tenant broker representative. None of the responses received were suitable for the Departments' needs due to the higher rental costs and the cost and time to provide the tenant improvements and low voltage needed for a new space. The CEO, along with CW, 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 office lease in the area is between \$30.60 and \$33.60 per square foot, per year. Thus, the base annual rental rate of \$30.60 per square foot, per year for the proposed office space represents a rate that is at the lower range for the area. Further, available industry data also establishes that the annual rental range for a comparable warehouse lease in the area is between \$14.64 and \$15.60 per square foot, per year. Thus, the base annual rental rate of \$14.40 per square foot, per year for the proposed warehouse space represents a rate that is below the range for the area. Due to the costly tenant improvements needed should the Departments relocate to a new space, remaining in the proposed space is the most cost-effective choice. In addition, the San Gabriel Valley market is in high demand creating an extremely tight market with very few large blocks of available office space. The proposed lease will allow DPH, DPSS and DCFS to continue to enjoy the synergy of being in one building. We recommend the proposed Premises as the most suitable to continue to meet the County's space requirements.

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

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

The Department of Public Works has inspected the Premises and found it suitable for County occupancy. Refurbishment of the Premises will be completed in compliance with relevant building and construction laws and regulations, including the Americans with Disabilities Act. The required notification letter has been sent to the city of El Monte, 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 a suitable location for the various DPH, DPSS and DCFS programs, which is consistent with the County's Premises Location Policy, adopted by the Board on July 24, 2012 and as outlined in Enclosure D.

ENVIRONMENTAL DOCUMENTATION

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

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed lease will adequately provide the necessary office and warehouse space, and include required parking spaces, for this County requirement. DPH, DPSS and DCFS concur with the proposed lease and recommendations.

The Honorable Board of Supervisors
January 26, 2021
Page 8

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
Public Health
Public Social Services
Children and Family Services

Departments of Public Health, Public Social Services and Children and Family Services
9320 Telstar Avenue, El Monte, CA 91731
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? No, it is 201 per square foot per person due to the Lobby and public intake areas providing services to clients.		X		
	E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? ² No, it is lower at 3.4/1,000 sq. ft. but we are exploring additional parking options and will have rights for additional parking, if available.		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 total net County cost amounts to 22.6 percent of the total 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? No, County office space available.			X	
	F	Is Building Description Report attached as Enclosure C?	X			
	G	Was build-to-suit or capital project considered? ² The existing facility is the most economical option for the County given the improvements previously made to the space.		X		
3.	<u>Portfolio Management</u>					
	A	Did department utilize CEO Space Request Evaluation (SRE)?	X			
	B	Was the space need justified?	X			
	C	If a renewal lease, was co-location with other County departments considered?	X			
	D	Why was this program not co-located with other County departments?				
		1. ____ The program clientele requires a "stand alone" Premises.				
		2. ____ No suitable County occupied properties in project area.				
		3. ____ No County-owned facilities available for the project.				
		4. ____ Could not get City clearance or approval.				
		5. <u> X </u> The Program is being co-located.				
	E	Is lease a full-service lease? ² No, the County will pay for the costs of electrical usage.		X		
	F	Has growth projection been considered in space request?	X			
	G	¹ Has the Dept. of Public Works completed seismic review/approval?	X			
¹ As approved by the Board of Supervisors 11/17/98						
² If not, why not?						

COMPARISON OF THE PROPOSED LEASE TO EXISTING LEASE

	Existing Lease: 9320 Telstar, El Monte	Proposed Lease 9320 Telstar, El Monte	Change
Area (Square Feet)	176,310 sq. ft.	176,310 sq. ft.	None
Term (years)	Seven years	Ten years	+3 years.
Annual Base Rent ⁽¹⁾ (Base rent includes 599 parking spaces)	Total \$3,971,608 (\$22.53 per sq. ft. annually)	Total \$4,690,464 (\$26.60 per sq. ft. annually)	+ \$718,856 (+\$4.07 per sq. ft. annually)
Free Rent ⁽²⁾	N/A	- \$1,954,360	- \$1,954,360 equals 5-months' rent
Adjusted Annual Rent	N/A	\$2,736,104	N/A
Estimated Annual Electrical Cost ⁽³⁾ Electrical cost are based upon actual 12-month average, subject to periodic rate increases.	\$528,930	\$528,930	\$0.00
Total Annual Lease Costs payable to Landlord ⁽⁴⁾	\$4,500,538	\$3,265,034	- \$1,235,504
Options to Renew	One five-year option	Two five-year options	+Five-years
Office rental rate adjustment	Annual CPI adjustments capped at 3 percent per annum with no minimum.	Annual CPI adjustments capped at 3 percent per annum with no minimum.	None
Warehouse rental rate adjustment	Annual CPI adjustments capped at 3 percent per annum with no minimum.	Fixed years 1-5 with a onetime 3 percent increase after the 5 th year.	Reduced annual escalation to only once following the 5 th year of the Lease Term.

¹ The Base Rent is for the proposed lease includes a rate of \$27.60 per square foot, per year, for the Office Premises (163,000 SF) and \$14.40 per square foot, per year, for the Warehouse Premises (13,310 SF).

² The County shall receive five (5) months of free rent applicable toward months one through five of the Lease Term.

³ Electrical cost are based upon actual 12-month average, subject to periodic rate increases.

⁴ Based on a one-time deduction for the first year only. Rent for the subsequent years will increase. See Enclosure B, Page 2.

OVERVIEW OF THE PROPOSED BUDGETED LEASE AND RELATED COSTS

9320 Telstar, El Monte, CA. 91731
DPH, DPSS, DCFS

Basic Assumptions	
Office Leased Area (sq ft)	163,000
Warehouse Leased Area (sq ft)	13,310
Total Leased Area (sq ft)	176,310
Term (months)	120
Office Annual Base Rent / SF	\$27.60
Office Monthly Base Rent / SF	\$2.30
Office Rent Adjustment (Annual CPI with a 3% cap)	3%
Warehouse Annual Base Rent / SF	\$14.40
Warehouse Monthly Base Rent / SF	\$1.20
Warehouse Rent Adjustment (After 5th Yr Only)	3%

Department	Office RSF	Warehouse RSF	Total RSF	% Share
DPH	80,098	6,541	86,639	49.14%
DPSS	61,402	5,014	66,416	37.67%
DCFS	21,500	1,755	23,255	13.19%
	163,000	13,310	176,310	100.00%

TOTAL LEASE COSTS											
Year	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year	6 th Year	7 th Year	8 th Year	9 th Year	10 th Year	Total
Office Annual Base Rent Costs ⁽¹⁾	\$4,498,800	\$4,633,764	\$4,772,777	\$4,915,960	\$5,063,439	\$5,215,342	\$5,371,802	\$5,532,957	\$5,698,945	\$5,869,914	\$51,574,000
Warehouse Annual Base Rent Costs ⁽²⁾	\$191,664	\$191,664	\$191,664	\$191,664	\$191,664	\$197,414	\$197,414	\$197,414	\$197,414	\$197,414	\$1,946,000
Sub-Total Combined Office & Warehouse Rent	4,690,464	4,825,428	4,964,441	5,107,624	5,255,103	5,412,756	5,569,216	5,730,370	5,896,359	6,067,328	
Rent Abatement ⁽³⁾	(\$1,954,360)										
Total Paid to Landlord	\$2,736,104	\$4,825,428	\$4,964,441	\$5,107,624	\$5,255,103	\$5,412,756	\$5,569,216	\$5,730,370	\$5,896,359	\$6,067,328	\$51,565,000
Estimated Annual Electric Expense ⁽⁴⁾	\$528,930	\$528,930	\$528,930	\$528,930	\$528,930	\$528,930	\$528,930	\$528,930	\$528,930	\$528,930	\$5,290,000
Total Annual Rental Costs	3,265,034	5,354,358	5,493,371	5,636,554	5,784,033	5,941,686	6,098,146	6,259,300	6,425,289	6,596,258	\$56,855,000

DPH LEASE COSTS											
Annual Base Rent Costs ⁽⁵⁾	2,304,894	2,371,215	2,439,526	2,509,887	2,582,358	2,659,828	2,736,713	2,815,904	2,897,471	2,981,485	\$26,300,000
Rent Abatement ⁽³⁾	(\$960,373)										
Annual Electric Expense ⁽⁴⁾	\$259,916	\$259,916	\$259,916	\$259,916	\$259,916	\$259,916	\$259,916	\$259,916	\$259,916	\$259,916	\$2,600,000
Total Annual Rental Costs	1,604,438	2,631,132	2,699,442	2,769,803	2,842,274	2,919,745	2,996,629	3,075,820	3,157,387	3,241,401	\$27,939,000

DPSS LEASE COSTS											
Annual Base Rent Costs ⁽⁵⁾	1,766,898	1,817,739	1,870,105	1,924,042	1,979,597	2,038,985	2,097,924	2,158,631	2,221,158	2,285,562	\$20,161,000
Rent Abatement ⁽³⁾	(\$736,207)										
Annual Electric Expense ⁽⁴⁾	\$199,248	\$199,248	\$199,248	\$199,248	\$199,248	\$199,248	\$199,248	\$199,248	\$199,248	\$199,248	\$1,993,000
Total Annual Rental Costs	1,229,938	2,016,987	2,069,353	2,123,290	2,178,845	2,238,233	2,297,172	2,357,878	2,420,406	2,484,810	\$21,417,000

DCFS LEASE COSTS											
Annual Base Rent Costs ⁽⁵⁾	618,672	636,474	654,810	673,696	693,148	713,943	734,580	755,836	777,730	800,280	\$7,060,000
Rent Abatement ⁽³⁾	(\$257,780)										
Annual Electric Expense ⁽⁴⁾	\$69,766	\$69,766	\$69,766	\$69,766	\$69,766	\$69,766	\$69,766	\$69,766	\$69,766	\$69,766	\$698,000
Total Annual Rental Costs	430,658	706,240	724,576	743,462	762,914	783,708	804,346	825,602	847,496	870,046	\$7,500,000

Footnotes:

¹ Base rent for the office space includes annual adjustments based on CPI with a cap of 3 percent. This schedule assumes the 3 percent cap per year.

² Base rent includes a one-time 3 percent increase following the 5th year of the Lease Term for the Warehouse space.

³ Based upon free rent for months one (1) through five (5) of the initial term.

⁴ Based upon a 12-month historical electrical costs. The electrical costs are subject to rate increases.

⁵ Based on the combined Office and Warehouse Base Rent Costs.

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

OVERVIEW OF THE BUDGETED LEASE COST

9320 Telstar, El Monte, CA
RIGHT OF FIRST REFUSAL - ADDITIONAL SPACE

Basic Assumptions	
Leased Area (sq ft)	72,651
Term (months)	120
Annual Base Rent / SF	\$8.40
Monthly Base Rent / SF	\$0.70
Rent Adjustment ⁽¹⁾	3%
Rent Abatement (Months)	5
# of Employees	30
Tenant Improvement Contribution (SF)	\$37.16
TI Contribution Amortization Rate	7.00%
Low Voltage Budget	\$1,000,000
Low Voltage Labor Costs Lump Sum	\$300,000
Low Voltage Equipment Costs	\$700,000
Low Voltage Equipment Costs Amortized	\$807,938
Low Voltage Amortization Rate	6%

Year	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year	6 th Year	7 th Year	8 th Year	9 th Year	10 th Year	Total 10 Year Rental Costs
Annual Base Rent Costs ⁽¹⁾	\$610,268	\$628,576	\$647,434	\$666,857	\$686,862	\$707,468	\$728,692	\$750,553	\$773,070	\$796,262	\$6,997,000
Annual Tenant Improvement Costs ⁽²⁾	\$439,171	\$439,171	\$439,171	\$439,171	\$439,171	\$439,171	\$439,171	\$439,171			\$3,514,000
Rent Abatement ⁽³⁾	(\$254,279)										(\$255,000)
Estimated Annual Electric Expense ⁽⁴⁾	\$130,772	\$130,772	\$130,772	\$130,772	\$130,772	\$130,772	\$130,772	\$130,772	\$130,772	\$130,772	\$1,308,000
Total Paid to Landlord	\$925,932	\$1,198,519	\$1,217,376	\$1,236,799	\$1,256,805	\$1,277,411	\$1,298,635	\$1,320,496	\$903,842	\$927,034	\$11,563,000
Annual Low Voltage Costs ⁽⁵⁾	\$461,588	\$161,588	\$161,588	\$161,588	\$161,588						\$1,108,000
Total Annual Rental Costs	1,387,520	1,360,106	1,378,964	1,398,387	1,418,392	1,277,411	1,298,635	1,320,496	903,842	927,034	\$12,671,000

Footnotes:

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

¹ Base rent includes CPI increases capped at 3 percent per annum.

² Tenant's TI Contribution is an estimate for the office and warehouse improvements, including racking, and forklifting equipment. Tenant's TI Contribution of \$2,700,000 (\$37.16 per RSF) has been amortized at 7% fixed rate over 96 months (8 Years). The fully amortized amount comes out to \$3,514,000.

³ Tenant shall receive 5 months of free rent which can be applied toward either (i) the initial 5 months of Base Rent or (ii) toward additional TI Allowance in which case the County would be obligated to pay rent during this 5 month period.

⁴ The electrical cost are paid for by the Landlord and then reimbursed by the County.

⁵ Low Voltage Costs: Labor costs (\$300,000) must be paid via a lump sum payment in the first year. Equipment costs will be financed over 5 years at 6%. The first year labor and equipment costs will be \$461,588 (\$300,000 + \$161,588).

**DPH, DPSS and DCFS
SPACE SEARCH – SEVEN MILE RADIUS
9320 TELSTAR AVENUE, EL MONTE, CA 91731**

Property ID	Name	Address	Ownership	Property Use	Property Type	Gross Sq Ft	Vacant
4521	Sheriff - Homicide Bureau & Parole Compliance	1 Cupania Circle Monterey Park 91755	Leased	Multiple Use Building - Office	Multiple Use Building - Office	42,547	NONE
10111	Regional Facilities Agency	265 Cloverleaf Dr Baldwin Park 91706	Owned	Multiple Use Building - Office	Multiple Use Building - Office	444,244	NONE
A275	Community Development Commission Headquarters	2 Coral Cir Monterey Park 91755	Leased	Multiple Use Building - Office	Multiple Use Building - Office	67,500	NONE
A130	DPSS - Administrative Headquarters	12860 Crossroads Pkwy S City Of Industry 91745	Leased	Multiple Use Building - Office	Multiple Use Building - Office	55,000	NONE
6144	Maclaren Children's Center	4024 N Durfee Ave El Monte 91732	Owned	Multiple Use Building - Office	Multiple Use Building - Office	71,733	NONE
6064	El Monte Courthouse	11234 E Valley Blvd El Monte 91731	CA - Superior Courts	Multiple Use Building - Office	Multiple Use Building - Office	136,512	NONE
5883	Alhambra Courthouse	150 W Commonwealth Ave Alhambra 91801	CA - Superior Courts	Multiple Use Building - Office	Multiple Use Building	111,727	NONE
A387	DPSS - Gain Program Headquarters/DA - Claims Unit	3220 Rosemead Blvd El Monte 91731	Leased	Multiple Use Building - Office	Multiple Use Building - Office	26,335	NONE
B002	DPSS - Administrative Headquarters East Annex	12900 Crossroads Pkwy S City Of Industry 91745	Leased	Multiple Use Building - Office	Multiple Use Building - Office	34,245	NONE
0229	Ag Comm/Wts & Meas HQ/Probation Special Services	12300 Lower Azusa Rd Arcadia 91706	Owned	Multiple Use Building - Office	Multiple Use Building - Office	35,878	NONE
A493	San Gabriel Valley Family Service Center I	3350 Aerojet Ave El Monte 91731, 9150 Flair Dr El Monte 91731	Leased	Multiple Use Building - Office	Multiple Use Building - Office	120,000	NONE
A497	DPSS - San Gabriel Valley Gain Program Reg III	3216 Rosemead Blvd El Monte 91731, 3220 Rosemead Blvd El Monte 91731	Leased	Multiple Use Building - Office	Multiple Use Building - Office	41,836	NONE
A507	DPSS - Administrative Headquarters West Annex	12820 Crossroads Pkwy S City Of Industry 91745	Leased	Multiple Use Building - Office	Multiple Use Building - Office	33,331	NONE
A522	PH/DPSS/DCFS - Telstar El Monte County Center	9320 Telstar Ave El Monte 91731	Leased	Multiple Use Building - Office	Multiple Use Building - Office	163,000	NONE

PREMISES LOCATION POLICY ANALYSIS

Proposed lease: 10-year lease for the DPH, DPSS and DCFS – 9320 Telstar Avenue, El Monte – First District.

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

B. Determination of the Service Area – The proposed lease will provide a 10-year lease extension with a new owner of the Premises, for the various existing DPH, DPSS and DCFS programs.

C. Apply Location Selection Criteria to Service Area Data

- Need for proximity to service area and population: Continuing need for existing operation in the San Gabriel Valley region in support of the DPH, DPSS and DCFS.
- Need for proximity to existing County facilities: Close to other County departments.
- Need for proximity to Los Angeles Civic Center: The current site provides a central location just west of downtown Los Angeles and is accessible to public transportation.
- Economic Development Potential: N/A.
- Proximity to public transportation: The location is adequately served by local transit services.
- Availability of affordable housing for County employees: The surrounding area provides for affordable housing and rental opportunities.
- Use of historic buildings: N/A
- Availability and compatibility of existing buildings: There are no alternative existing County buildings available to meet all of the Departments' needs.
- Compatibility with local land use plans: The city of El Monte 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 first year rental costs including (i) base rent of \$4,690,464 i.e., \$26.60 per square foot per year, including parking, (ii) rent credit of \$1,954,360, (iii) the estimated electrical expense of \$528,930, total approximately \$3,265,034 over the first year of the proposed lease.

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, CEO-Real Estate's County website, and Cushman & Wakefield's (CW) website, the County's tenant broker representative. None of the responses received were suitable for the Departments' needs due to the higher rental costs and the cost and time to provide the tenant improvements and low voltage needed for a new space. The CEO, along with CW, 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 office lease in the area is between \$30.60 and \$33.60 per square foot, per year. Thus, the base annual rental rate of \$30.60 per square foot, per year for the proposed office space represents a rate that is at the lower range for the area. Further, industry data also establishes that the annual rental range for a comparable warehouse lease in the area is between \$14.64 and \$15.60 per square foot, per year. Thus, the base annual rental rate of \$14.40 per square foot, per year for the proposed warehouse space represents a rate that is below the range for the area. Due to the tenant improvements needed should the Departments relocate to a new space, remaining in the proposed space is the most cost-effective choice. In addition, the San Gabriel Valley market is in high demand creating an extremely tight market with very few large blocks of available office space. The proposed lease will allow DPH, DPSS and DCFS to continue to enjoy the synergy of being in one building. We recommend the proposed Premises as the most suitable to continue to meet the County's space requirements.

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

The proposed lease will provide adequate and efficient office space for DPH, DPSS and DCFS employees and clients consistent with the County's Premises Location Policy, adopted by the Board on July 24, 2012. This is the most affordable option available in the area that meets the Departments' needs.

**COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE**

LEASE AGREEMENT

COUNTY OF LOS ANGELES – Tenant

and

TELSTAR OWNER, LLC – Landlord

**9320 Telstar Avenue
El Monte, California**

TABLE OF CONTENTS

	Page
1. BASIC LEASE INFORMATION	1
1.1 Terms	1
(a) Landlord's Address for Notices:	1
(b) Tenant's Address for Notices:	1
(c) Premises:	1
(d) Building:	2
(e) Term:	2
(f) Estimated Commencement Date:	2
(g) Irrevocable Offer Expiration Date: (see Section 33)	2
(h) Base Rent:	2
(i) Rent Abatement	3
(j) Early Termination (see Section 4.4)	3
(k) Rentable Square Feet in the Premises:	3
(l) Initial Departmental Use:	3
(m) Parking Spaces:	3
(n) Tenant's Hours of Operation:	3
(o) Asbestos Report:	3
(p) Seismic Report	3
(q) Disabled Access Survey	3
1.2 Defined Terms Relating to Landlord's Work Letter	4
(a) Landlord's TI Allowance:	4
(b) Tenant's TI Contribution:	4
(c) Tenant's TI Contribution Amortization Rate and Change Authorization Amortization Rate:	4
(d) Estimated Monthly Payments Attributable to Total TI Costs in Excess of Landlord's TI Allowance	4
(e) Tenant's Work Letter Representative:	4
(f) Landlord's Work Letter Representative:	4
(g) Landlord's Address for Work Letter Notices:	4
(h) Tenant's Address for Work Letter Notices:	4
1.3 Exhibits to Lease	4
2. PREMISES	5
2.1 Lease of Premises	5
2.2 Measurement of Premises	5
2.3 Childcare Area	5
3. COMMON AREAS	5
4. COMMENCEMENT AND EXPIRATION DATES	5
4.1 Term	5
4.2 Termination Right	5
4.3 Early Entry	6
4.4 Early Termination	6
5. RENT	6
5.1 Base Rent	6

6.	USES	7
7.	HOLDOVER	8
8.	COMPLIANCE WITH LAW	8
9.	DAMAGE OR DESTRUCTION	8
	9.1 Damage	8
	9.2 Tenant and Landlord Termination Rights	8
	9.3 Damage In Last Year	9
	9.4 Default By Landlord	10
10.	REPAIRS AND MAINTENANCE	10
	10.1 Landlord Representations	10
	10.2 Landlord Obligations	11
	10.3 Tenant Obligations	12
	10.4 Tenant's Right to Repair	12
11.	SERVICES AND UTILITIES	13
	11.1 Services	13
	(a) Heating, Ventilation and Air Conditioning (HVAC)	13
	(b) Electricity	14
	(c) Elevators	14
	(d) Water	14
	(e) Janitorial	14
	(f) Access	14
	(g) Pest Control	14
	11.2 Utilities	14
12.	TAXES	15
13.	LANDLORD ACCESS	15
14.	TENANT DEFAULT	15
	14.2 Remedies Upon Default by Tenant	16
	14.3 No Effect on Indemnity	17
15.	LANDLORD DEFAULT	17
	15.1 Remedies	17
	15.2 Waiver	18
	15.3 Limitation on Liability	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
	(a) complies with all laws;	19
	(b) is not visible from the exterior of the Premises or Building;	19
	(c) will not materially affect the systems or structure of the Building;	19
	(d) is strictly cosmetic in nature; and	19
	(e) does not unreasonably interfere with the normal and customary business office operations of other tenants in the Building.	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	20

18.5	Award	21
18.6	Waiver of Statute	21
19.	INDEMNIFICATION	21
19.1	Landlord's Indemnity	21
19.2	Tenant's Indemnity.....	21
20.	INSURANCE	21
20.1	Waiver	21
20.2	General Insurance Provisions – Landlord Requirements.....	22
(a)	Evidence of Coverage and Notice to Tenant	22
(b)	Additional Insured Status and Scope of Coverage.....	23
(c)	Cancellation of or Changes in Insurance	23
(d)	Failure to Maintain Insurance	23
(e)	Insurer Financial Ratings.....	23
(f)	Landlord's Insurance Shall Be Primary	24
(g)	Waiver of Subrogation.....	24
(h)	Deductibles and Self-Insured Retentions ("SIRs")	24
(i)	Claims Made Coverage	24
(j)	Application of Excess Liability Coverage	24
(k)	Separation of Insureds	24
(l)	Tenant Review and Approval of Insurance Requirements	24
20.3	Insurance Coverage Types And Limits.....	25
(a)	Tenant Requirements: During the term of this Lease, Tenant shall maintain a program of insurance coverage as described below:.....	25
20.4	Landlord Requirements.....	25
(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:.....	25
(b)	Commercial Property Insurance. Such insurance shall:.....	25
21.	PARKING.....	26
21.1	Tenant's Rights	26
21.2	Electric Vehicle Charging Stations	26
21.3.	Supplemental Parking.....	26
21.4	Remedies	26
22.	ENVIRONMENTAL MATTERS	27
22.1	Hazardous Materials	27
22.2	Landlord Indemnity	27
23.	ESTOPPEL CERTIFICATES	28
24.	TENANT IMPROVEMENTS	28
25.	LIENS.....	28
26.	SUBORDINATION AND MORTGAGES	28
26.1	Subordination and Non-Disturbance	28
26.2	Existing Deeds of Trust.....	29
26.3	Notice of Default	29
27.	SURRENDER OF POSSESSION.....	29
28.	SIGNAGE.....	29
29.	QUIET ENJOYMENT	29
30.	GENERAL.....	29
30.1	Headings	29

30.2	Successors and Assigns	30
30.3	Brokers	30
30.4	Entire Agreement	30
30.5	Severability	30
30.6	Notices.....	30
30.7	Governing Law and Venue.....	30
30.8	Waivers.....	31
30.9	Time of Essence	31
30.10	Consent	31
30.11	Community Business Enterprises	31
30.12	Memorandum of Lease	31
30.13	Counterparts; Electronic Signatures.....	31
31.	AUTHORITY	32
32.	ACKNOWLEDGEMENT BY LANDLORD	32
32.1	Consideration of GAIN Program Participants	32
32.2	Solicitation of Consideration.....	32
32.3	Landlord Assignment	33
32.4	Smoking in County Facilities	34
33.	IRREVOCABLE OFFER	35
34.	OPTION TO EXTEND	35
35.	RIGHT OF FIRST OFFER TO LEASE ADDITIONAL PREMISES.	37
36.	RIGHT OF FIRST REFUSAL TO PURCHASE.....	37
	EXHIBIT A	1
	EXHIBIT B	5
	EXHIBIT C	1
	EXHIBIT D	1

EXHIBITS

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

ADDENDUM NO. 1 – Additional Terms to Lease Agreement

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is entered into as of the _____ day of _____ 20__ between TELSTAR OWNER, LLC, a Delaware limited liability company ("Landlord"), and COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant" or "County").

Landlord and Tenant agree:

1. BASIC LEASE INFORMATION

1.1 Terms

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

(a) Landlord's Address for Notices:	TELSTAR OWNER, LLC c/o Rising Realty Partners, LLC 433 S. Spring St., Suite 700 Los Angeles, CA 90013 Email: jared.crowley@risingrp.com
(b) Tenant's Address for Notices:	County of Los Angeles Chief Executive Office - Real Estate Division 320 West Temple Street, 7th Floor Los Angeles, CA 90012 Attention: Director of Real Estate With a copy to: County of Los Angeles Office of the County Counsel 648 Kenneth Hahn Hall of Administration 500 West Temple Street, Suite 648 Los Angeles, CA 90012-2713 Attention: Property Division
(c) Premises:	176,310 rentable square feet (RSF) comprised of the following: 163,000 RSF of office space (the "Office Premises") and 13,310 RSF of warehouse space (the "Warehouse Premises").

	The Office Premises and Warehouse Premises shall be collectively referred to as the "Premises", as more specifically depicted on Exhibit A attached hereto.
(d) Building:	The Building located at 9320 Telstar Avenue, El Monte, California, which is currently assessed by the County Assessor as APN 8595-003-016 (collectively, the "Property");
(e) Term:	Ten (10) years, commencing upon the later to occur of (i) the first day after the full execution and unconditional delivery of the Lease by both parties and (ii) the close of Landlord's escrow making Landlord the owner of the Building (the "Commencement Date"), and terminating at midnight on the day before the tenth (10 th) annual anniversary of the Commencement Date (the "Termination Date"), subject to earlier termination or extension 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. Tenant shall have two (2) options to extend for five (5) years each, as defined in Section 34.
(f) Estimated Commencement Date:	February 28, 2021
(g) Irrevocable Offer Expiration Date: (see Section 33)	May 31, 2021
(h) Base Rent:	<p>The initial Base Rent for the "Office Premises" (as defined below) shall be \$2.30 per RSF, per month (the "Office Base Rent") which equals:</p> <p>374,900 per month / \$4,498,800 per year.</p> <p>The Base Rent for the "Warehouse Premises" (as defined below), shall be \$1.20 per RSF per month (the "Warehouse Base Rent") which equals:</p> <p>\$15,972 per month / \$191,664 per year.</p>

	<p>The total Base Rent for the combined Office Base Rent and Warehouse Base Rent equals:</p> <p>\$390,872 per month / \$4,690,464 per year.</p> <p>Base Rent shall be subject to increase as set forth in <u>Section 5.2</u> of the Lease.</p>
(i) Rent Abatement	Both the Office Base Rent and Warehouse Base Rent shall be abated for the first five (5) months of the initial Lease Term.
(j) Early Termination (see Section 4.4)	The County has the right to terminate any time after the 8 th anniversary of the Commencement Date (the "Early Termination Date") by providing 180 days' written notice, subject to the terms of <u>Section 4.4</u> .
(k) Rentable Square Feet in the Premises:	<p>163,000 rentable square feet (the "Office Premises")</p> <p>13,310 rentable square feet (the "Warehouse Premises")</p> <p>Collectively 176,310 rentable square feet (the "Premises")</p>
(l) Initial Departmental Use:	Public Health (DPH), Public Social Services (DPSS), Children & Family Services (DCFS), subject to Section 6.
(m) Parking Spaces:	599 unreserved spaces (plus any additional parking spaces captured after the Landlord restripes the parking area).
(n) Tenant's Hours of Operation:	Twenty-four hours a day / seven days a week.
(o) Asbestos Report:	A report dated December 29, 2020 prepared by Partner Engineering and Science, Inc. a licensed California Asbestos contractor.
(p) Seismic Report	A report dated January 25, 2001 prepared by the Department of Public Works, and a report dated August 25, 2020, prepared by Nabih Youssef Associates.
(q) Disabled Access Survey	A report dated December 28, 2020 prepared by Partner Engineering and Science, Inc.

1.2 Defined Terms Relating to Landlord's Work Letter

(a) Landlord's TI Allowance:	\$2,445,000 (i.e., \$15.00 per RSF of the Office Premises)
(b) Tenant's TI Contribution:	None
(c) Tenant's TI Contribution Amortization Rate and Change Authorization Amortization Rate:	N/A
(d) Estimated Monthly Payments Attributable to Total TI Costs in Excess of Landlord's TI Allowance	None.
(e) Tenant's Work Letter Representative:	An assigned staff person of the Chief Executive Office Real Estate Division
(f) Landlord's Work Letter Representative:	Stephen Acorn
(g) Landlord's Address for Work Letter Notices:	Rising Realty Partners, LP 433 S. Spring St., Suite 700 Los Angeles, CA 90013
(h) Tenant's Address for Work Letter Notices:	County of Los Angeles Chief Executive Office - Real Estate Division 320 West Temple Street, 7th Floor Los Angeles, CA 90012 Attention: Director of Real Estate
1.3 <u>Exhibits to Lease</u>	<p>Exhibit A - Floor Plan of Premises</p> <p>Exhibit B - Commencement Date Memorandum and Confirmation of Lease Terms</p> <p>Exhibit C - HVAC Standards</p> <p>Exhibit D - Cleaning and Maintenance Schedule</p> <p>Exhibit E - Subordination, Non-Disturbance and Attornment Agreement</p> <p>Exhibit F - Tenant Estoppel Certificate</p> <p>Exhibit G - Community Business Enterprises Form</p> <p>Exhibit H - Memorandum of Lease</p> <p>Exhibit I - Landlord's Work Letter</p> <p>Exhibit J - Landlord's Work Letter for Additional Premises</p>

2. PREMISES

2.1 Lease of Premises

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

2.2 Measurement of Premises

Landlord and Tenant agree that the Premises shall be deemed to contain the number of rentable square feet set forth in 1.1(c), above, and shall not be subject to re-measurement during the Term of the Lease.

2.3 Childcare Area

Tenant shall have exclusive use of approximately 5,885 square feet of space located in the Building's parking lot, currently improved as an outdoor play area with a perimeter fence, for Tenant's childcare center (the "Child Care Area"). Tenant's use of the Child Care Area shall be at Tenant's sole cost and expense, and at Tenant's sole risk. Landlord makes no representations or warranties as to the condition of the play area or its suitability for use as a child care center. Tenant shall be responsible to maintain the Child Care Area and all improvements therein in a good clean and safe condition at all times during the Term. The square footage of the Child Care Area shall not be included in the rentable square footage of the Premises.

3. COMMON AREAS

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

4. COMMENCEMENT AND EXPIRATION DATES

4.1 Term

The term of this Lease shall be for a period of 10 years, commencing upon the "Commencement Date" as defined in Section 1.1(e), above, and ending on the "Termination Date" as defined in Section 1.1 (e).

4.2 Termination Right

If the Commencement Date has not occurred on or before the Irrevocable Offer Expiration Date, then Tenant may terminate this Lease effective upon the giving of written notice to Landlord, and the parties shall have no further rights or obligations to one another hereunder.

4.3 Early Entry

Tenant currently occupies the Premises.

4.4 Early Termination

Tenant shall have the right to terminate this Lease at any time after the Early Termination Date specified in Section 1.1(j), by (i) giving Landlord not less than one hundred eighty (180) days prior written notice, executed by Tenant's Chief Executive Officer or his/her designee and (ii) concurrently with such notice, Tenant paying the "Termination Fee". The "Termination Fee" shall be equal to unamortized portion, as of the Termination Date, of the Landlord's TI Allowance, calculated on a straight-line basis over the Term of the Lease, with no interest. Notwithstanding the foregoing or any language to the contrary contained herein, the Termination Fee shall not exceed the total sum of \$489,000.

4.5 Lease Expiration Notice

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

5. RENT

5.1 Base Rent

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

5.2. Base Rent Adjustments

5.2.1 Office Base Rent

- (a) CPI. On the first day of the first full calendar month after the 1st anniversary of the Commencement Date (the "Adjustment Date"), and on every anniversary of the Adjustment Date thereafter, Office Base Rent shall be adjusted by applying the CPI Formula set forth below. The "Base Index" shall be the Index published for the month the Lease commences.

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

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

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

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

5.2.2 Warehouse Base Rent

The Warehouse Base Rent is fixed for the first sixty months of the initial term and subject to a three (3%) percent increase on the 5th anniversary of the Commencement Date as follows:

<u>Year</u>	<u>Monthly Rent</u>
1	\$15,972.00
2	\$15,972.00
3	\$15,972.00
4	\$15,972.00
5	\$15,972.00
6	\$16,451.16
7	\$16,451.16
8	\$16,451.16
9	\$16,451.16
10	\$16,451.16

6. USES

Landlord agrees that the demised Premises, together with all appurtenances thereto, shall be used by the Tenant for the government department set forth in Section 1.1, any other County Department the County designates, any other governmental purposes consistent with a general office or warehouse use, or other lawful purposes, including a childcare center, and for public in-take, that do not materially adversely interfere with other uses in

the Building, during Tenant's Hours of Operation. Tenant may replace the initial department operating in the Premises with any other County of Los Angeles Department with similar uses, density and visitor traffic.

7. HOLDOVER

If Tenant remains in possession of the Premises or any part thereof after the expiration of the Term of this Lease, such occupancy shall be a tenancy which is terminable only upon at least sixty (60) days written notice from Landlord or at least thirty (30) days written notice from Tenant's Chief Executive Officer or his/her designee at the last monthly Base Rent payable under this Lease (increased by CPI as provided in Section 5.2.1), plus any other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease.

8. COMPLIANCE WITH LAW

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

9. DAMAGE OR DESTRUCTION

9.1 Damage

If any portion of the Premises is damaged by fire or any other cause (any such event, a "Casualty") rendering the Premises totally or partially inaccessible or unusable, and the Premises may be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such Casualty in less than one hundred eighty (180) days, then Landlord shall promptly, at Landlord's expense, repair such damage, and this Lease shall continue in full force and effect. If all or any portion of the Premises shall be made unusable by any such Casualty, Landlord shall immediately secure the area to prevent injury to persons and/or vandalism to the improvements. Landlord shall promptly cause an architect or general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required to substantially complete the repair and restoration of the Premises and make the Premises leasable again using standard working methods. The failure to do so shall be a material default hereunder. Base Rent shall abate to the extent that the Premises are unusable by Tenant. Tenant waives the provisions of California Civil Code Sections 1932(2) and 1933(4) with respect to any partial or total destruction of the Premises.

9.2 Tenant and Landlord Termination Rights

In the event that the Premises are damaged or destroyed by a Casualty to such an extent that, in the commercially reasonable judgment of either party, (a) at least 75% of the rentable area of the Premises cannot be occupied and used by either party in the ordinary course of business or (b) any damage or destruction to the

Premises cannot be repaired within one hundred eighty (180) days from the date of the Casualty (each such event, a "Material Casualty"), or (c) if insurance proceeds (excluding the amount of the deductible under the applicable insurance) shall be insufficient to restore such Casualty (unless such insufficiency is the result of either party's failure to maintain the insurance required under this Lease), then either party shall have the right to terminate this Lease (provided that Landlord may only elect to terminate this Lease if Landlord also terminates the leases of all of Building tenants) as of the date of such Casualty (notwithstanding any contrary provisions in the Lease) by furnishing written notice to the other party to that effect not more than thirty (30) days after the Casualty. If either party so terminates this Lease under this Section 9.2, the Base Rent and additional rent with respect thereto shall be prorated and paid or refunded, as appropriate, from the date of the Material Casualty.

Notwithstanding anything to the contrary herein, if there is a Material Casualty, which cannot be repaired within 180-days after the date of the Material Casualty (the "Estimated Rebuilding Period") as reasonably determined by an architect or engineer jointly selected by Landlord and Tenant, this Lease may be terminated at the option of Tenant as of the date of such Material Casualty. Landlord and Tenant shall use reasonable efforts to obtain a written estimate of the repair period within 30-days after the date of Material Casualty. If Tenant desires to exercise its termination option, it shall give Landlord written notice of such exercise within 30-days after Tenant obtains written notice of the Estimated Rebuilding Period. If Landlord has not completed the restoration within an additional 60-days after the Estimated Rebuilding Period, then Tenant shall have the right to terminate this Lease upon notice to Landlord given at any time prior to the date that Landlord's restoration is completed. If Landlord is required or elects to restore the Premises under the provisions of this section and does not commence such restoration within 120-days of the date the damage occurs, Tenant may, at Tenant's option, terminate this Lease by giving Landlord notice thereof at any time prior to the commencement of such restoration. In such event, this Lease shall terminate as of the date of such notice. Upon termination of this Lease by either party pursuant to this Section 9.2, an equitable adjustment shall be made concerning advance Base Rent and any advance payments made by Tenant to Landlord, if any.

9.3 Damage In Last Year

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

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

9.4 Default By Landlord

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

- (a) Declare a default hereunder, or
- (b) Exercise Tenant's remedy under Section 10.4, below.

10. REPAIRS AND MAINTENANCE

10.1 Landlord Representations

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

In accordance with California Civil Code Section 1938, Landlord hereby states that the Premises and the Common Areas:

Have not undergone inspection by a Certified Access Specialist. A Certified Access Specialist (CASp) can inspect the subject premises and

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

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

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

10.2 Landlord Obligations

- (a) Landlord shall keep and maintain the Property in good condition and repair and promptly make repairs to and perform maintenance upon and replace as needed:
 - 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; including, but not limited to replacing the Building HVAC units in accordance with the terms of the Landlord's Work Letter.
 - iii. the Common Areas;
 - iv. exterior windows of the Building
 - v. driveways, yard, grass, and surrounding landscaping; and
 - vi. elevators serving the Building (including freight and passenger).
- (b) Landlord, at its sole cost and expense, and subject to Tenant's obligations as provided in Section 10.3, below, shall also perform all maintenance and repairs to the Premises, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted. Landlord's repair obligations include, without limitation, repairs to, or replacements of:

- i. the floor covering (if such floor covering is carpeting it shall be replaced as needed, but not less often than after five (5) years of use);
 - ii. interior partitions;
 - iii. doors, door frames and hardware (including locks and keys);
 - iv. the interior side of demising walls (which shall be repainted as needed but not less often than every five (5) years);
 - v. signage;
 - vi. emergency exit signage and battery replacement;
 - vii. HVAC equipment dedicated to the mechanical rooms housing Tenant's computer servers and related equipment; and
 - viii. Light fixtures, bulbs, tubes and ballasts.
- Viii Water bottle filling drinking fountains including replacement of the filters as needed.
- (c) Landlord shall, to the best of its ability, provide all reports, maintenance records, or other documentation as may be requested from time to time.

10.3 Tenant Obligations

Without limiting Landlord's repair and maintenance obligations, and subject to Section 20.5 hereof, Tenant, at Tenant's sole cost and expense, shall be responsible for (i) the cost of repairing any area of the Premises, Building or Property damaged by Tenant or by Tenant's agents, employees, invitees or visitors, and (ii) the repair of low voltage electronic, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Tenant. All repairs and replacements shall:

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

10.4 Tenant's Right to Repair

- (a) If Tenant provides written notice (or oral notice in the event of an emergency, such as damage or destruction to or of any portion of the Building structure and/or the Building systems, and/or anything that could cause material disruption to Tenant's business) to Landlord of an event or circumstance which requires the action of Landlord pursuant to the terms of this Lease with respect to repair and/or maintenance, and if Landlord

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

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

11. SERVICES AND UTILITIES

11.1 Services

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

Landlord shall furnish heating, ventilation and air conditioning ("HVAC"), twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year in amounts required for the use and occupancy of the Premises for normal office purposes to a standard comparable to other first-class buildings and not less than the standard set forth in Exhibit C attached hereto. In addition, Landlord shall furnish HVAC at all times (i.e., twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year) to the mechanical rooms housing Tenant's computer servers and related equipment. The cost of electricity to provide such HVAC service shall be included in the electrical costs payable by Tenant as provided in Section 11.2 below.

(b) Electricity

Landlord shall furnish to the Premises, at Tenant's sole cost, the amount of electric current provided for in the Exhibit I attached hereto but in any event not less than seven (7) watts of electric current (connected load) per square foot of rentable square feet in the Premises, for power and lighting and electric current for HVAC, and Landlord shall provide the existing or new transformers or sub-panels on each floor of the Premises necessary for Tenant to utilize such capacity in the Premises.

(c) Elevators

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

(d) Water

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

(e) Janitorial

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

(f) Access

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

(g) Pest Control

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

(h) Security

Landlord shall not be responsible to provide any security or access control services to the Building or Premises. Tenant acknowledges that Tenant will be providing such services itself, at Tenant's sole cost and expense.

11.2 Utilities

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

Notwithstanding the above, Tenant shall reimburse Landlord in the form of additional rent, within thirty (30) days after invoice, for all charges related to Tenant's use of electricity within its Premises and to provide HVAC service to the Premises pursuant to a meter or sub-meter installed and maintained by the Landlord.

12. TAXES

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

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

13. LANDLORD ACCESS

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

14. TENANT DEFAULT

14.1 Default

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

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

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

14.2 Remedies Upon Default by Tenant

Upon the occurrence of a Default by Tenant, Landlord shall have, in addition to any other remedies available to Landlord at law or in equity (all of which remedies shall be distinct, separate and cumulative), the option to pursue any one or more of the following remedies, each and all of which shall be cumulative and nonexclusive, without any notice or demand whatsoever.

14.2.1 Terminate this Lease, in which event Tenant shall within 90 days following the issuance of a judgment against Tenant for unlawful detainer, surrender the Premises to Landlord (provided that if the Lease has previously been assigned by the County of Los Angeles to a third party, then Tenant shall instead be required to immediately surrender the Premises to Landlord), and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, without being liable for prosecution or any claim for damages therefor; and Landlord may recover from Tenant the following:

14.2.1.1 The worth at the time of award of any unpaid rent which has been earned at the time of such termination; plus

14.2.1.2 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

14.2.1.3 The worth at the time of award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

14.2.1.4 The term "rent" as used in this Section 14.2.1 shall be deemed to be and to mean all sums of every nature required to be paid by Tenant pursuant to the terms of this Lease, whether to Landlord or to others. As used in Sections 14.2.1.1 and 14.2.1.2, above, the "worth at the time of award" shall be computed by allowing interest at the Interest Rate. As used in Section 14.2.1.3, 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%).

14.2.1.5 Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its

obligations under this Lease or which in the ordinary course of things would be likely to result therefrom; and at Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law.

14.2.2 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). Accordingly, if Landlord does not elect to terminate this Lease on account of any default by Tenant, Landlord may, from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease, including the right to recover all rent as it becomes due.

14.2.3 Landlord shall at all times have the rights and remedies (which shall be cumulative with each other and cumulative and in addition to those rights and remedies available under Sections 14.2.1 and 14.2.2, above, or any law or other provision of this Lease), without prior demand or notice except as required by applicable law, to seek any declaratory, injunctive or other equitable relief, and specifically enforce this Lease, or restrain or enjoin a violation or breach of any provision hereof.

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 five day period, Landlord shall not be deemed to be in Landlord Default if Landlord shall within such period commence such cure and thereafter diligently prosecute the same to completion. If the Landlord Default is of such a nature that it materially and substantially interferes with Tenant's occupancy and use of the Premises and if such Landlord Default is not cured within the foregoing cure period, then Tenant shall have the right, at its option, with or without further notice or demand of any kind to Landlord or any other person, to any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein:

(a) to pursue the remedy of specific performance;

- (b) to seek money damages for loss arising from Landlord's failure to discharge its obligations under this Lease or offset such damages against Base Rent next coming due; and/or
- (c) to seek to terminate this Lease as allowed under applicable California law.

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 Limitation on Liability

The liability of Landlord to Tenant for any default by Landlord under this Lease or arising in connection herewith or with Landlord's operation, management, leasing, repair, renovation, alteration or any other matter relating to the Property or the Premises shall be limited solely and exclusively to the equity interest of Landlord in the Property, plus all rents, incomes, awards and proceeds derived therefrom. Such limitation of liability shall inure to the benefit of Landlord's present and future partners, beneficiaries, officers, directors, trustees, shareholders, agents and employees, and their respective partners, heirs, successors and assigns. Under no circumstances shall any present or future partner of Landlord (if Landlord is a partnership), or trustee or beneficiary (if Landlord or any partner of Landlord is a trust), have any liability for the performance of Landlord's obligations under this Lease. Notwithstanding any contrary provision herein, Landlord shall not be liable under any circumstances for consequential or special damages, including any injury or damage to, or interference with, Tenant's business, including but not limited to, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring.

16. **ASSIGNMENT AND SUBLETTING**

16.1 Assignment and Subletting

Tenant shall not assign, mortgage, encumber or otherwise transfer this Lease or sublet the whole or any part of the Premises without first obtaining Landlord's prior consent, which consent shall not be unreasonably withheld, conditioned, or delayed. No such assignment, subletting or other transfer shall relieve Tenant of any liability under this Lease.

16.2 Sale

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

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

- (a) A letter from the Landlord confirming that the Property was transferred to the new owner, along with written evidence of the transfer of the Property (e.g., a recorded deed).
- (b) A signed letter from the new owner including the following information:
 - i. Name and address of new owner or other party to whom Base Rent should be paid
 - ii. Federal tax ID number for new owner
 - iii. Name of contact person and contact information (including phone number) for new owner
 - iv. Proof of insurance
- (c) A W-9 form for new owner.

Tenant shall not be obligated to pay any rental amounts to any party other than the Landlord named herein until such time as all the requirements of this Section 16.2 are satisfied (but upon satisfaction of such requirements, Tenant shall pay all accrued and outstanding amounts).

17. ALTERATIONS AND ADDITIONS

17.1 Landlord Consent

Tenant shall not make any alterations, improvements, additions, or utility installations in or about the Premises (collectively, "Alterations") without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. If Landlord fails to respond in writing within thirty (30) days after Tenant's request, then Tenant may send a written "reminder" notice. If Landlord fails to respond in writing within five (5) days after receipt of such reminder notice, then Landlord shall be deemed to have approved the requested Alterations. However, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria:

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

17.2 End of Term

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

18. CONDEMNATION

18.1 Controlling Terms

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

18.2 Total Taking

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

18.3 Partial Taking

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

18.4 Restoration

Notwithstanding the preceding paragraph, if, within thirty (30) days after the Determination Date, Landlord notifies Tenant that Landlord, at its sole cost, will add to the remaining Premises and/or the Common Areas so that the Premises and the space available for parking, will be substantially the same (as reasonably

determined by Tenant) after the Date of Taking as they were before the Date of Taking, and Landlord commences the restoration promptly and, subject to reasonable allowance for delays that are not caused by Landlord, completes it within ninety (90) days after Landlord so notifies Tenant, then this Lease shall continue in effect. In such event, all obligations of Tenant under this Lease shall remain in effect, except that Base Rent shall be equitably abated or reduced during the period from the Date of Taking until the completion of such restoration.

18.5 Award

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

18.6 Waiver of Statute

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

19. INDEMNIFICATION

19.1 Landlord's Indemnity

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

19.2 Tenant's Indemnity

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

20. INSURANCE

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

20.1 Waiver

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

20.2 General Insurance Provisions – Landlord Requirements

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

(a) Evidence of Coverage and Notice to Tenant

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

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

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

(b) Additional Insured Status and Scope of Coverage

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

(c) Cancellation of or Changes in Insurance

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

(d) Failure to Maintain Insurance

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

(e) Insurer Financial Ratings

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

(f) Landlord's Insurance Shall Be Primary

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

(g) Waiver of Subrogation

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

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

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

(i) Claims Made Coverage

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

(j) Application of Excess Liability Coverage

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

(k) Separation of Insureds

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

(l) Tenant Review and Approval of Insurance Requirements

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

20.3 Insurance Coverage Types And Limits

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

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

General Aggregate:	\$ 5 million
Products/Completed Operations Aggregate:	\$ 5 million
Personal and Advertising Injury:	\$ 3 million
Each Occurrence:	\$ 3 million

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

20.4 Landlord Requirements

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

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

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

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

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

21. PARKING

21.1 Tenant's Rights

Tenant shall have the right to the number of exclusive reserved parking spaces and unreserved parking spaces set forth in Section 1.1 plus any additional parking

spaces gained as a result of the Landlords redesign of the existing parking plan and subsequent restriping of the parking lot within 90 days of the Commencement Date, without charge, for the Term of this Lease. No tandem parking shall be required or allowed, and Tenant shall be entitled to full in/out privileges at all times. Tenant's parking rights shall be subject to reasonable parking rules and regulations adopted by Landlord from time to time, provided that such procedures shall be uniformly applied to all tenants. Tenant acknowledges that all unreserved parking spaces are not for the exclusive use of Tenant, rather, all such parking spaces are to be used on a non-exclusive, first-come, first-served basis by Tenant and other tenants, occupants, licensees, invitees and permittees of the Building. Landlord, at its sole expense, shall provide Tenant with at least one (1) parking access card or key fob for each reserved or unreserved parking space set forth in Section 1.1, if applicable.

21.2 Electric Vehicle Charging Stations

Landlord at its sole cost and expense, shall purchase and install electric charging stations totaling 3% of Tenant's Parking Allocation (17 charging stations) located in parking areas as determined by Landlord. Landlord will have the right to retain any revenue produced by the point of sale systems on the charging stations. The point of sale payment electric charging stations shall be connected to the Tenant's electric meter, but Tenant's electric bill provided under Section 11.2, above, shall be reduced by the actual electrical usage costs of the electric charging stations as tracked by such charging stations.

21.3. Supplemental Parking

Landlord upon receiving Tenants written request, shall provide Tenant a survey of available parking spaces for rent ("Supplemental Parking") within reasonable walking distance from the Building. The Landlord shall rent up to one hundred (100) Supplemental Parking spaces upon receiving Tenants written request to rent Supplemental Parking and the Tenant shall reimburse the Landlord the monthly costs of the Supplemental Parking as additional rent without mark-up. Landlord shall have no liability for any failure of the Supplemental Parking to continue to be available during the Term of the Lease.

21.4 Remedies

Landlord acknowledges that it is a material term of this Lease that Tenant receives all of the parking spaces to which it is entitled under this Lease for the entire Term of this Lease and that it would be impracticable and extremely difficult to fix the actual damages for a breach of such provisions. It is therefore agreed that if, for any reason whatsoever, a material number of the parking spaces required to be provided under Section 21.1 above are not available to Tenant then, in addition to any rights of Tenant under Sections 9, 14, and 17 in the event of casualty or condemnation, then Tenant may provide written notice thereof to Landlord. Landlord may cure such failure by providing replacement parking spaces within reasonable walking distance from the Building, at Landlord's sole cost and expense, during such time as the Building spaces remain unavailable. If Landlord fails to provide such replacement spaces within ten (10) business days after notice, then Tenant may procure its own replacement spaces, and deduct the cost thereof from Base Rent.

22. ENVIRONMENTAL MATTERS

22.1 Hazardous Materials

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

22.2 Landlord Indemnity

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

23. ESTOPPEL CERTIFICATES

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

24. TENANT IMPROVEMENTS

Following the Commencement Date, Landlord shall construct the Tenant Improvements in the manner set forth in Landlord's Work Letter executed by Landlord and Tenant concurrently herewith.

25. LIENS

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

26. SUBORDINATION AND MORTGAGES

26.1 Subordination and Non-Disturbance

Tenant agrees, at Landlord's option, to subordinate this Lease to the lien of any mortgages or deeds of trust now or hereafter in force against the Building; provided, however, Tenant's obligation to subordinate this Lease is expressly conditioned upon Tenant receiving a written agreement in the form of Exhibit E attached hereto, or other commercially reasonable form of subordination, non-disturbance and attornment agreement reasonably approved in advance by Tenant (an "SNDA"), 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. In the event any proceedings are brought for the foreclosure of any such mortgage or deed in lieu thereof, Tenant agrees to attorn, without any deductions or set-offs whatsoever, to the lienholder or purchaser or any successors thereto upon any such foreclosure sale or deed in lieu thereof (or to the ground lessor), if so requested to do so by such purchaser or lienholder or ground lessor, and to recognize such purchaser or lienholder or ground lessor as the lessor under this Lease, provided such lienholder or purchaser or ground lessor shall agree to accept this Lease and not disturb Tenant's occupancy, so long as Tenant timely pays the rent and observes and performs the terms, covenants and conditions of this Lease to be observed and performed by Tenant.

26.2 Existing Deeds of Trust

The beneficiary under any existing deed of trust affecting the Building shall provide an SNDA in favor of Tenant within 30 days after the execution of this Lease.

26.3 Notice of Default

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

27. SURRENDER OF POSSESSION

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

28. SIGNAGE

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

29. QUIET ENJOYMENT

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

30. GENERAL

30.1 Headings

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

30.2 Successors and Assigns

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

30.3 Brokers

Landlord and Tenant each represent and warrant to each other that it has not engaged any broker, finder or other person who would be entitled to any

commission or fees in respect of the negotiation, execution or delivery of this Lease other than Cushman & Wakefield (the "Agent") who shall be paid a market commission pursuant to a separate agreement between Landlord and Agent. Landlord shall indemnify and hold Tenant harmless 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) is the final and complete expression of Landlord and Tenant relating in any manner to the leasing, use and occupancy of the Premises, to Tenant's use of the Building and other matters set forth in this Lease. No prior agreements or understanding pertaining to the same shall be valid or of any force or effect, and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by both Landlord and Tenant.

30.5 Severability

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

30.6 Notices

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

30.7 Governing Law and Venue

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

30.8 Waivers

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

30.9 Time of Essence

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

30.10 Consent

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

30.11 Community Business Enterprises

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

30.12 Memorandum of Lease

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

30.13 Counterparts; Electronic Signatures

This Lease and any other document necessary for the consummation of the transaction contemplated by this Lease may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Lease and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Lease had been delivered had been signed using a handwritten signature. Landlord and Tenant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Lease is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Lease based on the foregoing forms of signature. If this Lease has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ.

Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

31. AUTHORITY

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

32. ACKNOWLEDGEMENT BY LANDLORD

Landlord acknowledges that it is aware of the following provisions:

32.1 Consideration of GAIN Program Participants

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

32.2 Solicitation of Consideration

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

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

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

32.3 Landlord Assignment

The terms of this Section 32.3 shall apply only so long as the County remains the Tenant hereunder, and shall not be applicable to an assignment of this Lease to the new owner of the Building in connection with a sale of the Property .

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

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

- (e) Landlord shall give Tenant written notice and a copy of each and every assignment, transfer, hypothecation or encumbrance of Landlord's interest in this Lease and any instrument relating thereto (including, but not limited to, instruments providing for the payment of Base Rent directly to an assignee or transferee) at least ten (10) business days prior to the effective date thereof.
- (f) The provisions of this Section 32.3 shall be binding upon and applicable to the parties hereto and their respective successors and assigns. Whenever in this Section Landlord is referred to, such reference shall be deemed to include Landlord's successors or assigns, and all covenants and agreements by or on behalf of Landlord herein shall bind and apply to Landlord's successors and assigns, whether so expressed or not.

32.4 Smoking in County Facilities.

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

33. IRREVOCABLE OFFER

In consideration for the time and expense that Tenant will invest in this Lease, including but not limited to preliminary space planning, legal review, and preparation and noticing for presentation to the Tenant Real Estate Management Commission of Los Angeles County, as necessary, in reliance on Landlord's agreement to lease the Premises to Tenant under the terms of this Lease, by its execution of this Lease Landlord irrevocably offers to enter into this Lease and Landlord and Tenant may not to revoke this offer until the Irrevocable Offer Expiration Date, as defined in Section 1.1, after which date Landlord or Tenant shall have the right to withdraw its offer and render this Lease null and void in Landlord's or Tenant's sole discretion.

34. OPTION TO EXTEND

(a) Option Terms. Provided that no material Default has occurred and is continuing under the Lease at the time the option is exercised, Tenant shall have two (2) options to renew this Lease for an additional period of five (5) years each (respectively, the "First Extension Term" and the "Second Extension Term", and collectively, the "Extension Term(s)").

(b) Exercise of Option. Tenant must exercise its options to extend this Lease by:

(i) giving Landlord written notice of its intention to do so (its "Notice of Intent") no later than twelve (12) months, nor earlier than fifteen (15) months prior to the end of the initial Term, or the First Extension Term, as applicable, and

(ii) after Market Rental Value has been determined as provided below, and after the Chief Executive Officer has approved the exercise of the option to renew, by giving written notice of its election to exercise such option. . It is understood that Tenant will not exercise its option until after the Board of Supervisors has approved doing so, which will not be prior to the determination of the Market Rental Value, as provided below. If Tenant fails to give such written notice to Landlord within ninety (90) days after the determination of Market Rental Value, the Landlord will promptly provide, in at least 12-point bold font, written notice to Tenant that the Term shall not be extended (the "Option Expiration Notice") unless Tenant responds within fifteen (15) business days in writing electing to exercise its respective renewal option. If Tenant fails to notify Landlord of its election to exercise such renewal option within ten (10) business days after Landlord's delivery of the Option Expiration Notice, then this Lease will terminate as of the then-applicable expiration date without any further notice, act, or agreement, and neither Landlord nor Tenant will have any further obligation or liability under this Lease arising or continuing from and after such expiration date, subject, however, to the provisions that expressly survive termination of this Lease.

(c) Terms and Conditions of the Extension Terms. The Extension Terms shall be on all the terms and conditions of this Lease, except that the Base Rent during Extension Terms shall be equal to ninety five percent (95%) of Market Rental Value for the Premises as of the commencement of the applicable Extension Term ("Adjusted Market Rental Value") to be determined as set forth below, and Landlord shall have no additional obligation to provide free rent, leasehold improvements or pay for any other tenant inducements for the Extension Terms (and if such items would otherwise be included in Market Rental Value, the Market Rental Value shall be appropriately adjusted to account for the fact that Landlord will not be paying for or providing such items).

(d) Agreement on Base Rent. Landlord and Tenant shall have ninety (90) days after Landlord receives the Notice of Intent in which to agree on the Base Rent during the applicable Extension Term. Base Rent during the Extension Term(s) shall be the Adjusted Market

Rental Value of the Premises calculated as of the date Tenant gives its Notice of Intent with respect to its first and second options to extend, respectively.

(e) Market Rental Value. The term "Market Rental Value" shall be the rental rate that comparable Premises in the market in which the Premises is located would command for the same term as the Extension Term on the open market at the time Tenant provides its Notice of Intent, as determined jointly by Landlord and Tenant. For purposes hereof, the term "comparable Premises" shall mean premises in a Building similar in size and location to the Building. In determining the Market Rental Value, appropriate consideration shall be given to Tenant's creditworthiness, the annual amount per rentable square foot that Landlord has accepted in current transactions between non-affiliated parties from new, non-expansion, non-renewal and non-equity tenants for comparable premises for a comparable use for a comparable period of time, the annual rental rates per square foot, the standard of measurement by which the rentable square footage is measured, the ratio of rentable square feet to usable square feet, the type of escalation clause (e.g., whether increases in additional rent are determined on a net or gross basis, and if gross, whether such increases are determined according to a base year or a base dollar amount expense stop), the extent of Tenant's liability under the Lease, parking rights and obligations, signage rights, abatement provisions reflecting free rent and/or no rent during the period of construction or subsequent to the commencement date as to the space in question, brokerage commissions, if any, which would be payable by Landlord in similar transactions, length of the lease term, size and location of the Building being leased, and other general applicable conditions of tenancy for such comparable transactions, including, but not limited to, rental rates, space availability, tenant size, tenant improvement allowances, or costs of tenant improvements, free or abated rent, parking charges and any other lease considerations, if any, then being charged or granted by Landlord or the lessors of such similar comparable Premises.

(f) Opinions. Landlord shall submit its opinion of Market Rental Value to Tenant within fifteen (15) days after Landlord's receipt of the Notice of Intent, and Tenant shall respond thereto within ten (10) days thereafter by either (a) accepting Landlord's opinion of Market Rental Value (in which case, such Market Rental Value shall be used to determine Base Rent during the Extension Term) or (b) submitting Tenant's opinion of Market Rental Value. If Landlord and Tenant cannot agree upon the Market Rental Value of the Premises within fifteen (15) days thereafter, then Landlord and Tenant within five (5) days shall each submit to each other their final written statement of Market Rental Value ("Final Statement"). Within ten (10) days thereafter Landlord and Tenant shall together appoint one real estate appraiser (who shall be a Member of the American Institute of Real Estate Appraisers) (or, if both Landlord and Tenant agree, a Licensed Broker with ten (10) years' experience) who will determine whether Landlord's or Tenant's Final Statement of Market Rental Value is the closest to the actual (in such appraiser's opinion) Market Rental Value of the Premises. If Landlord and Tenant cannot mutually agree upon an appraiser within said ten (10) day period, Tenant may apply to the Presiding Judge of the Superior Court for Los Angeles County, requesting said Judge to appoint the M.A.I. qualified appraiser. The appraiser so appointed shall promptly determine whether Landlord's or Tenant's Final Statement of Market Rental Value is the closest to the actual (in such appraisers' opinion) Market Rental Value of the Premises, and such Final Statement of Market Rental Value shall be the Market Rental Value used in determining Base Rent during the Extension Term. The fees and expenses of the appraiser shall be borne equally by Landlord and Tenant. The appraiser appointed or selected pursuant to this Section shall have at least ten (10) years' experience appraising commercial properties in Los Angeles County.

(g) Amendment of Lease. Immediately after the Board of Supervisors approves the exercise of any option granted pursuant to this Section 34, and such option is exercised, Landlord and Tenant shall execute an amendment to this Lease setting forth the new Base Rent in effect.

35. RIGHT OF FIRST OFFER TO LEASE ADDITIONAL PREMISES.

(a) Provided that no material Default has occurred and is continuing under the Lease, if at any time prior to the last twelve (12) months of the Term, Landlord intends to offer leasable space located contiguous to the Premises (the "Additional Premises"), as more specifically depicted on Exhibit A attached hereto, for lease to third parties or to accept an offer of a third party to lease the Additional Premises, Landlord shall first give written notice to Tenant of the rental rate and other material terms upon which Landlord is willing to lease the Additional Premises ("Landlord's Lease Notice"). Landlord's Lease Notice shall constitute an offer to lease the Additional Premises to Tenant at the rental rate and upon the terms and conditions contained in Landlord's Lease Notice and shall state the anticipated date of availability of the Additional Premises. Tenant shall have thirty (30) days after receipt of Landlord's Lease Notice to accept such offer. Tenant shall accept such offer, if at all, only by delivery to Landlord of Tenant's irrevocable written commitment to lease the Additional Premises at the rental rate and upon the terms and conditions contained in Landlord's Lease Notice (the "Expansion Commitment"). Following the Expansion Commitment, Landlord shall construct the Tenant Improvements for the Additional Premises ("Tenant Improvements for the Additional Premises") in the manner set forth in Landlord's Work Letter for Additional Premises ("Landlord's Work Letter for Additional Premises"), attached to this Lease as Exhibit J, and incorporated herein by this reference.

(b) If Tenant delivers to Landlord the Expansion Commitment within such thirty (30) day period, all (but not part) of the Additional Premises shall be leased to Tenant commencing on the earlier of (a) the date Tenant first uses the Additional Premises for the Permitted Use; or (b) thirty (30) days after Landlord provides Tenant with possession of the Additional Premises and continuing for a period of time coterminous with the remaining Term, including any options to extend the Term. Tenant shall lease the Additional Premises upon the terms of the Landlord's Lease Notice, mutually approved LOI (attached hereto as Schedule 1), and the Landlord's Work Letter for Additional Premises and otherwise on the same terms, conditions and covenants as are contained in the Lease or such other terms, conditions and covenants as are agreed to in writing between Landlord and Tenant.

(c) Except as otherwise set forth in Landlord's Lease Notice, mutually approved LOI (attached hereto as Schedule 1), and the Landlord's Work Letter for Additional Premises, possession of the Additional Premises shall be delivered to Tenant on an "as-is" basis. Landlord shall prepare and Landlord and Tenant shall execute and deliver a written agreement modifying and supplementing the Lease and specifying that the Additional Premises are part of the Premises and, except as otherwise specified in Landlord's Lease Notice, mutually approved LOI (attached hereto as Schedule 1), and the Landlord's Work Letter for Additional Premises, subject to all of the terms and conditions of the Lease.

(d) If Tenant leases the entire Building, then the utility contracts will be held by Tenant and paid directly by Tenant as provided in Section 11.2, above.

(e) Time is of the essence with respect to the exercise by Tenant of its rights granted hereunder. In the event Tenant fails to deliver to Landlord Tenant's Expansion Commitment within the thirty (30) day period prescribed above, all rights of Tenant to lease the Additional Premises shall terminate and Landlord shall have no further obligation to notify Tenant of any proposed leasing of the Additional Premises, and Landlord shall thereafter have the unconditional right to lease the Additional Premises to third parties or to accept offers from third parties to lease the Additional Premises without further obligation to Tenant. The rights granted to Tenant under this Section 34 shall not apply to any sales or similar transfers of the Additional Premises.

36. RIGHT OF FIRST REFUSAL TO PURCHASE.

(a) Landlord shall not at any time prior to the expiration of the term of this Lease, or any extension thereof, offer to sell the Building or Property without giving written notice thereof to Tenant, which notice is hereinafter referred to as "Notice of Intent to Sell." The foregoing shall not apply in connection with a sale to any affiliate of Landlord, or in connection with any foreclosure by trustee's power of sale, judicially or otherwise, or deed granted in lieu thereof, or to a sale by a foreclosing lender after such foreclosure or deed in lieu (collectively, an "Excluded Sale")(but the rights contained herein shall survive any such Excluded Sale).

(b) The Notice of Intent to Sell shall include the price and terms of the proposed offering, including a form of purchase agreement.

(c) For a period of thirty (30) days following receipt by Tenant of the Notice of Intent to Sell, Tenant shall have the exclusive right to accept the offer by executing the proposed purchase agreement, and placing ten percent (10%) of the proposed purchase price in an escrow mutually acceptable to both parties. In the event that Landlord does not receive written notice of the Tenant's intent to exercise the right herein granted within said thirty (30) day period, there shall be a conclusive presumption that Tenant has elected not to exercise Tenant's right hereunder, and Landlord may sell the Premises to any third party, provided that prior to making a sale at a price less than 95 percent of the price set forth in the Notice of Sale, Landlord will provide a second Notice of Intent to Sell to Tenant at such lower price, and Tenant shall respond to such second Notice of Intent to Sell within fifteen (15) days. The sale transaction escrow is to close within thirty (30) days after the mutual execution of the purchase agreement, unless extended in writing by the Landlord. Upon any sale to a third-party after Tenant fails to elect to exercise Tenant's right hereunder, the terms of this Section 36 shall be terminated and of no further force or effect.

(d) If Tenant accepts an offer as provided above, but then fails to consummate the proposed transaction for any reason other than a default by Landlord, then the terms of this Section 36 shall be terminated and of no further force or effect.

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

LANDLORD:

TELSTAR OWNER, LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT
Acting Chief Executive Officer

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

ATTEST:

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

By: _____
Deputy

APPROVED AS TO FORM:

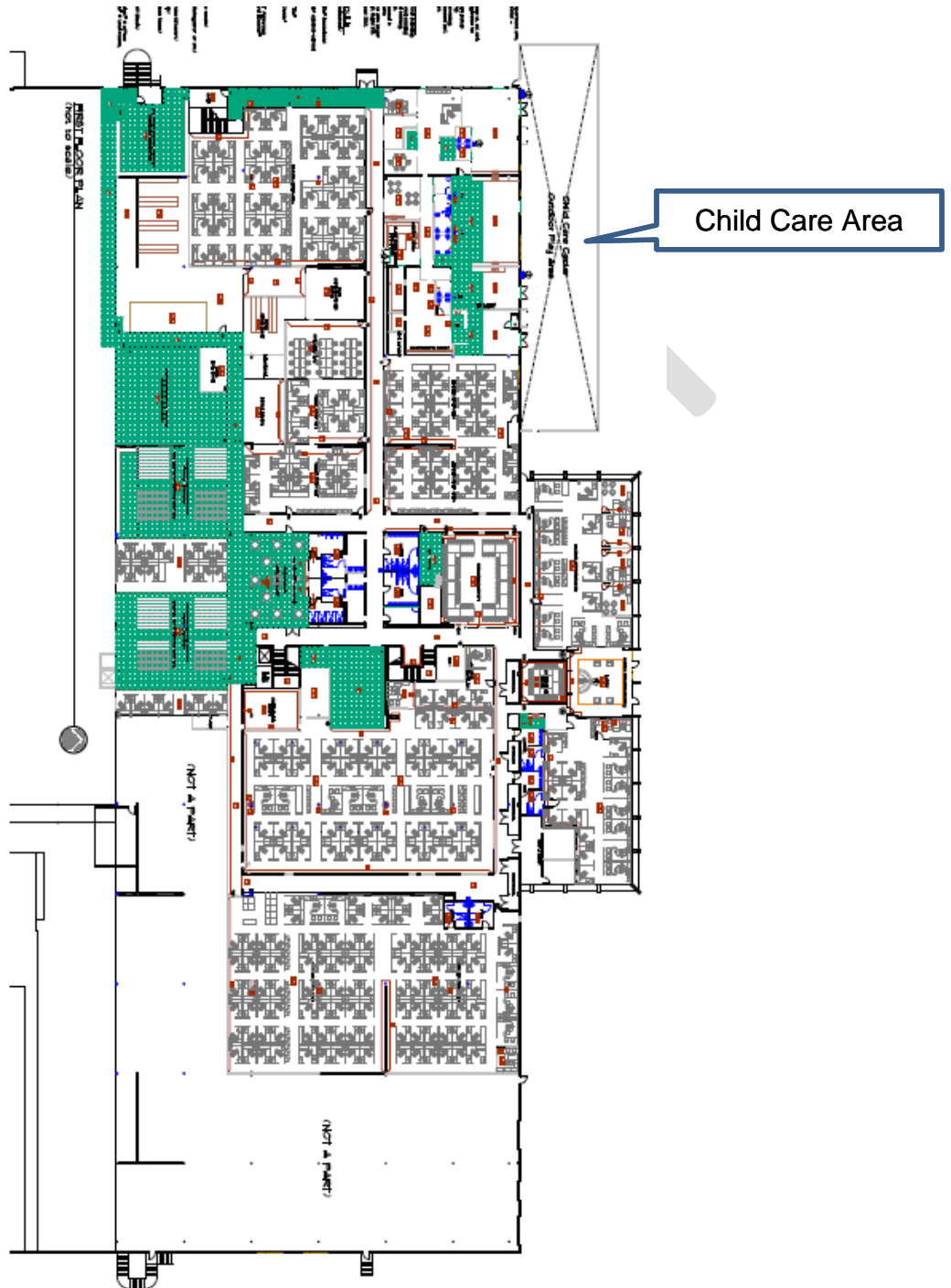
RODRIGO A. CASTRO-SILVA
Acting County Counsel

By: _____
Deputy

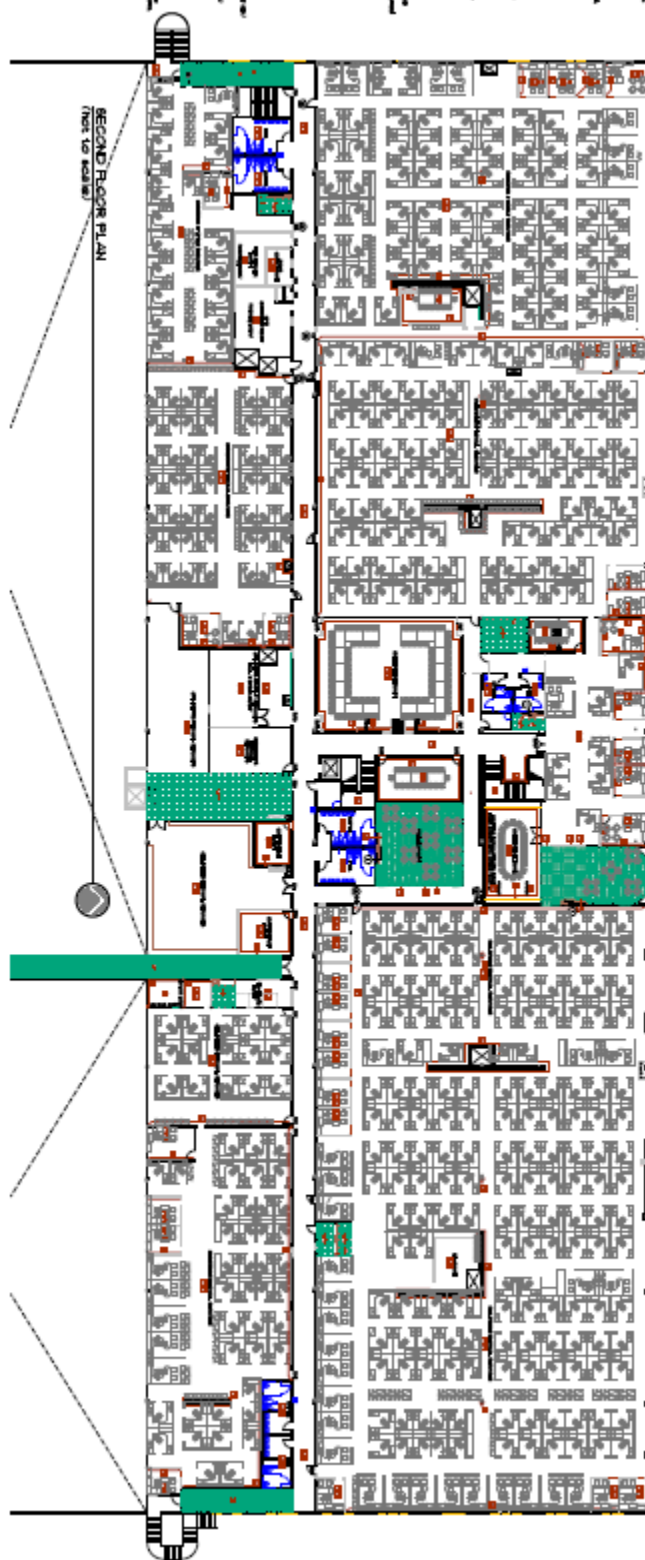
EXHIBIT A

FLOOR PLAN OF PREMISES

1st Floor Office Premises



2nd Floor Office Premises



Warehouse Premises

1st St

2nd St

3rd St

4th St

PANEL 10

PANEL 12

PROVIDE CONCRETE BOLLARDS TO PROTECT PANEL AS REQUIRED

Warehouse Premises

Exhibit B – Page 3
COMMENCEMENT DATE OF MEMORANDUM
AND CONFIRMATION OF LEASE TERMS

Additional Premises

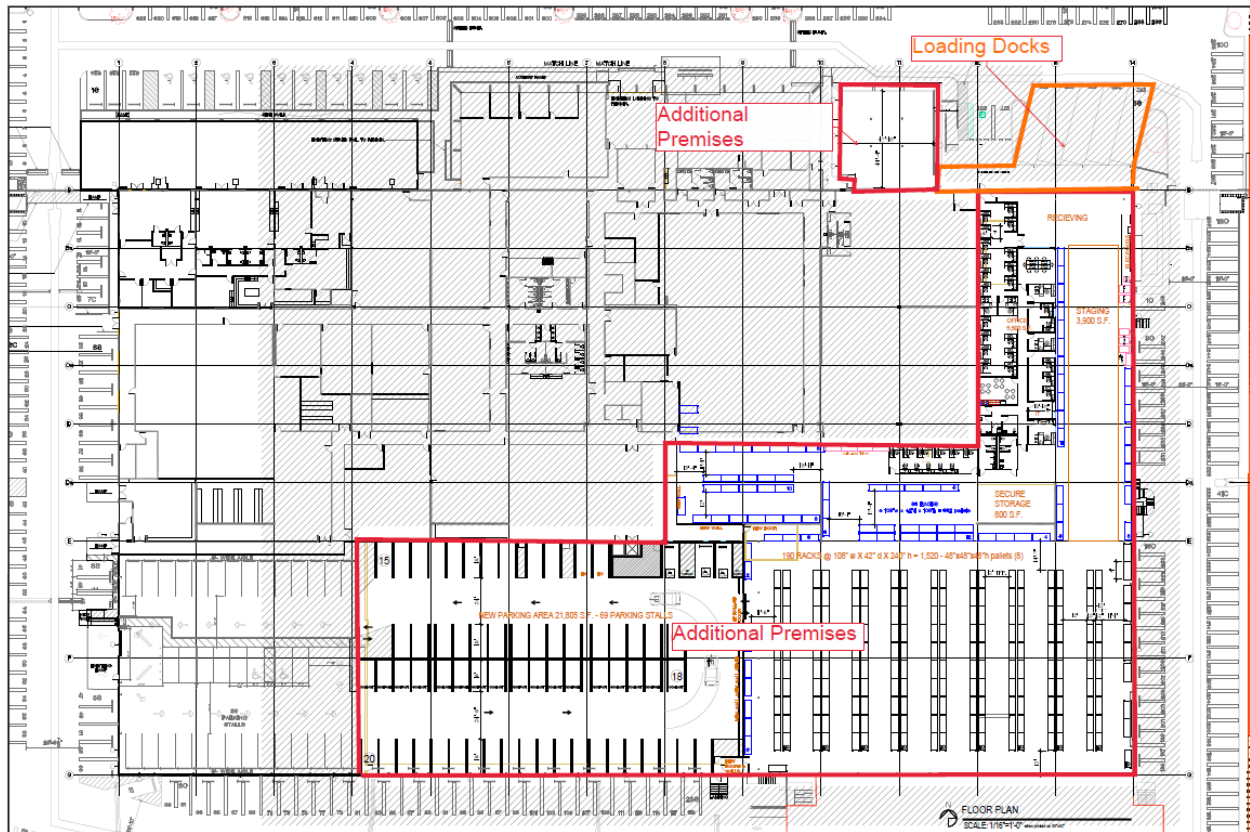


EXHIBIT B

COMMENCEMENT DATE MEMORANDUM AND CONFIRMATION OF LEASE TERMS

Reference is made to that certain Lease Agreement ("Lease") dated _____, 20____, between County of Los Angeles, a body corporate and politic ("Tenant"), and **TELSTAR OWNER, LLC**, a Delaware limited liability company ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the building located at 9320 Telstar Avenue, El Monte, California ("Premises"),

Landlord and Tenant hereby acknowledge as follow:

- 1) Tenant has accepted possession of the Premises and now occupies the same;
- 2) The Lease commenced on _____ ("Commencement Date");
- 3) The Premises contain 176,310, rentable square feet of space; and

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

Office Base Rent

The Office Base Rent is subject to annual CPI increases capped at three percent (3%).

- 1) Office Base Rent per month is \$374,900.
- 2) The Base Index month is _____.
- 3) The Base Index is _____.
- 4) The first New Index month is _____.

Warehouse Base Rent

The Warehouse Base Rent is fixed for the first sixty months of the initial term and subject to three (3%) percent increases per annum as follows:

<u>Year</u>	<u>Monthly Rent</u>
1	\$15,972.00
2	\$15,972.00
3	\$15,972.00
4	\$15,972.00
5	\$15,972.00
6	\$16,451.16
7	\$16,451.16
8	\$16,451.16

9	\$16,451.16
10	\$16,451.16

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

Tenant:

Landlord:

COUNTY OF LOS ANGELES,
a body corporate and politic

TELSTAR OWNER, LLC,
a Delaware limited liability company

By: _____
Name _____
Its _____

By: _____
Name _____
Its _____

DRAFT

EXHIBIT C

HEATING, VENTILATION AND AIR CONDITIONING

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

EXHIBIT D

CLEANING AND MAINTENANCE SCHEDULE

A. DAILY (Monday through Friday)

1. Carpets vacuumed.
2. Composition floors dust-mopped.
3. Desks, desk accessories and office furniture dusted. Papers and folders left on desk not to be moved.
4. Waste baskets, other trash receptacles emptied.
5. Chairs and waste baskets returned to proper position.
6. Fingerprints removed from glass doors and partitions.
7. Drinking fountains cleaned, sanitized and polished.
8. Lavatories, toilets and toilet rooms cleaned and mopped. Toilet supplies replenished.
9. Bulb and tube replacements, as required.
10. Emergency exit signage and egress battery replacement (if applicable)
11. Graffiti expunged as needed within two working days after notice by Tenant
12. Floors washed as needed.
13. Standard kitchen/lunchroom/restroom supplies replenished, including, but, not limited to, paper supplies and soap.
14. Exclusive day porter service from 8:00 a.m. to 5:00 p.m Monday through Friday.

B. WEEKLY

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

C. MONTHLY

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

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

D. QUARTERLY

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

E. SEMI-ANNUALLY

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

F. ANNUALLY

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

G. AS NEEDED

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

37. Carpets to be cleaned using a non-detergent, low moisture, soil encapsulation system as recommended by the carpet manufacturer. The following schedule will be maintained for carpet cleaning:

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

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

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

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

40. Replace the filters to the water bottler filling drinking fountains as needed.

H. GENERAL

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

EXHIBIT E – [SUBJECT TO LENDER REVIEW]

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

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

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

)
)
)
)
)
)
)

Space above for Recorder's Use

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

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

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

Factual Background

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

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

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

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

Agreement

Therefore, the parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

To Lender: _____

To Borrower: _____

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

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

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

By: _____
Name: _____
Title: _____

BORROWER: *[Insert name of Landlord]*

By: _____
Name: _____
Title: _____

LENDER: *[Insert name of Lender],*

By: _____
Name: _____
Title: _____

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

STATE OF CALIFORNIA

COUNTY OF _____

)
) SS.
)

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

personally appeared _____,
Name of Signer(s)

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

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

WITNESS my hand and official seal.

Signature (Seal)

EXHIBIT F – [SUBJECT TO LENDER REVIEW]

TENANT ESTOPPEL CERTIFICATE

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

Attn: _____

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

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

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

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

 (b) The current Rent is set forth above.

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

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

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

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

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

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

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

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

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

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

COUNTY OF LOS ANGELES,
a body corporate and politic

By: _____
Name: _____
Title: _____

EXHIBIT G

COMMUNITY BUSINESS ENTERPRISE FORM

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

I. Minority/Women Participation in Firm (Partners, Associate Partners, Managers, Staff, etc.)						
1. Firm Name:				3. Contact Person/Telephone Number:		
2. Address:						
				4. Total number of employees in the firm: _____		
5. Provide the number of all minority employees and women in each category.	Owners, Partners and Associate Partners		Managers		Staff	
	All O,P & AP	Women	All Managers	Women	All Staff	Women
Black/African American						
Hispanic/Latin American						
Asian American						
Portuguese American						
American Indian/Alaskan Native						
All Others						
II. PERCENTAGE OF MINORITY/WOMEN OWNERSHIP IN FIRM						
1. Type of Business Structure: (Corporation, Partnership, Sole Proprietorship, Etc.) _____						
2. Total Number of Ownership/Partners, Etc.: _____			III. MINORITY/WOMEN-OWNED FIRM CERTIFICATION			
3. Provide the percentage of ownership in each category.	All Employees	Women	Is your firm currently certified as a minority owned business firm by the: State of California? <input type="checkbox"/> Yes <input type="checkbox"/> No City of Los Angeles? <input type="checkbox"/> Yes <input type="checkbox"/> No Federal Government? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Black/African American						
Hispanic/Latin American						
Asian American						
Portuguese American						
American Indian/Alaskan Native						
All Others			Section D. OPTION TO PROVIDE REQUESTED INFORMATION			
			<input type="checkbox"/> We do not wish to provide the information required in this form.			
			Firm Name: _____			
			Signature/Title: _____			
			Date: _____			

EXHIBIT H

MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

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

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

MEMORANDUM OF LEASE

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

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

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

Dated: _____, 20__.

LANDLORD:

By: _____
Its: _____

By: _____
Its: _____

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT
Acting Chief Executive Officer

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

ATTEST:

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

By: _____
Deputy

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
Acting County Counsel

By: _____
Deputy

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

STATE OF CALIFORNIA

COUNTY OF _____

)
) SS.
)

On _____, before me,

_____ Date

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

personally appeared _____,

_____ Name of Signer(s)

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

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

WITNESS my hand and official seal.

Signature (Seal)

LANDLORD'S WORK LETTER

For

**COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE
LEASE AGREEMENT**

COUNTY OF LOS ANGELES – Tenant

and

TELSTAR OWNER, LLC – Landlord

**9320 Telstar Avenue
El Monte, California**

LANDLORD'S WORK LETTER

This Work Letter supplements the Lease Agreement (the "Lease") dated _____, 20__, executed concurrently herewith, by and between TELSTAR OWNER, LLC, a Delaware limited liability company, as Landlord, and COUNTY OF LOS ANGELES, a body corporate and politic, as Tenant, covering certain Premises described in the Lease. Terms capitalized but not otherwise defined herein shall have the meanings ascribed to them in the Lease.

The parties hereby agree as follows:

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

- | | |
|---|--|
| (a) <u>Total TI Costs</u> | \$2,445,000 (i.e., \$15.00 per rentable square foot of the Office Premises) |
| (i) <u>Landlord's TI Allowance</u> | \$2,445,000 (i.e., \$15.00 per rentable square foot of the Office Premises) |
| (ii) <u>Tenant's TI Contribution</u> | \$0.00 (i.e., \$0.00 per rentable square foot of the Premises) |
| (b) <u>TI Amortization Rate and Change Authorization Amortization Rate:</u> | None |
| (c) <u>Tenant's Work Letter Representative</u> | An assigned staff person of the Chief Executive Office-Real Estate Division |
| (d) <u>Landlord's Work Letter Representative</u> | Stephen Achorn or an assigned staff person of the Landlord |
| (e) <u>Landlord's Address for Work Letter Notices</u> | TELSTAR OWNER, LLC
c/o Rising Realty Partners, LP
433 S. Spring St., Suite 700
Los Angeles, CA 90013
Email: steve.achorn@risingrp.com |
| (f) <u>Tenant's Address for Work Letter Notices</u> | County of Los Angeles
Chief Executive Office - Real Estate Division
320 West Temple Street, 7th Floor
Los Angeles, CA 90012
Attention: Director of Real Estate |

(g) Addenda

Addendum A: Base Building Improvements
Addendum B: Tenant Improvements
Addendum C: New Base Building Improvements
Addendum D: Form of Preliminary and Final TI Cost Summary

2. Construction of the Building.

2.1 Base Building Improvements.

(a) The base building improvements described on Addendum A hereto are currently existing and being occupied by Tenant (the "Base Building Improvements"). Subject to the terms of this Work Letter, including the terms of Sections 2.1 (b) and (c), below, and Landlord's maintenance and repair obligations set forth in the Lease, Tenant accepts the Base Building Improvements in their existing, "as-is" condition.

(b) Following the Commencement Date of the Lease, Landlord will be undertaking new Base Building Improvements as is set forth on Addendum C attached hereto ("New Base Building Improvements"), including but not limited to replacing all of the existing rooftop HVAC units other than the one unit (Trane TCH150F300BA build year 2012), which services the second floor server room (the "HVAC Replacement"). Landlord's performance of the HVAC Replacement does not limit Landlord's obligations under Exhibit C of the Lease.

(c) Following the Commencement Date of the Lease, Landlord, at Landlord's sole cost and expense, will be responsible for legal compliance costs related to the bathrooms and elevator, including any requirements of the Americans with Disabilities Act (ADA), fire life safety requirements mandated by code, and/or Title 24, as and to the extent required to allow the legal occupancy of the Premises.

(d) Landlord shall be responsible for any costs related to upgrading the bathrooms to the most recent Building standard, which will be set at Landlord's discretion.

Commented [JC1]: Need to clarify this scope of work.

2.2 Additional Costs Not Total TI Costs.

(a) If the Building as initially constructed does not comply with current life-fire safety codes, disabled access codes (including, without limitation, the Americans with Disabilities Act of 1990 (ADA), and/or earthquake safety codes, and Landlord incurs increased design or construction costs that it would not have incurred if the Building had been in compliance with such codes, then such costs shall not be included in the calculation of Total TI Costs (as defined below), and Tenant shall have no financial responsibility for such costs.

(b) Any work that Landlord must undertake to cause the existing building systems, including but not limited to electrical service, fully operational shall be at Landlord's sole cost and expense. Total TI Costs shall not include any costs associated with (i) asbestos abatement or compliance with the Hazardous Materials provision of the Lease, including all expenses associated with curing any "Sick Building Syndromes", (ii) fire sprinkler system installation or upgrade to the extent required by applicable laws to allow the legal occupancy of the Premises, (iii) utility costs incurred during construction, (iv) costs incurred in order to cause

the Premises to comply with any electrical requirements set forth in the Lease, nor (v) supervision or overhead costs of Landlord.

3. Landlord's TI Allowance Conversion. At Tenant's option, Tenant may elect, by written notice to Landlord, to use all or any portion of the Landlord's TI Allowance as a credit against Base Rent next coming due under the Lease. If, as of the date that is two (2) years after the Commencement Date, any portion of the Landlord's TI Allowance has not been used for or allocated to payment of TI Costs, then such unused portion of the Landlord's TI Allowance shall automatically be converted to a credit against Base Rent next coming due under the Lease.

4. Selection of Contractor. The Final Plans (as defined below) and a proposed construction contract accepted by Tenant shall be submitted to a sufficient number of qualified contractors, selected by Landlord, so that a minimum of three (3) bids are received. Each contractor shall be requested to submit a sealed fixed price contract bid price (on an American Institute of Architects (AIA) form) to construct the Tenant Improvements depicted on the Final Plans. Landlord shall select the most qualified bidder offering the lowest price after adjustments for inconsistent assumptions, and Landlord shall submit all bids, along with Landlord's recommendation, to Tenant for Tenant's review and acceptance. Following Tenant's acceptance, Landlord shall enter into a guaranteed maximum price construction contract (the "Construction Contract") with the lowest qualified bidder (the "Contractor") to construct the Tenant Improvements, consistent with the terms of the accepted bid.

5. Preparation of Plans and Specifications and Construction Schedule.

5.1 Preparation of Space Plan. Within three (3) months after the Commencement Date, Tenant shall have the right to submit to Landlord specifications for Tenant Improvements to be constructed at the Premises, which shall include a space plan and detailed scope of work (the "Space Plan") depicting, at a minimum, those areas within the Premises that Tenant desires to perform Tenant Improvement work as set forth on Addendum B to this Work Letter.

5.2 Preparation and Review of Working Drawings. Within thirty (30) days after Landlord's receipt of the Space Plan, Landlord shall engage an architect (the "Architect"), at Tenant's sole cost and expense (which may be deducted from the Landlord's TI Allowance) to commence preparation of working drawings (the "Working Drawings") based on the Tenant Improvements depicted in the Space Plan, which Working Drawings shall (a) be compatible with the design, construction and equipment of the Building, (b) comply with all applicable laws, (c) be capable of physical measurement and construction, (d) contain all information required for the construction of the Tenant Improvements and the preparation of the Engineering Drawings (as defined below), and (e) include all partition locations, plumbing locations, air conditioning system and duct work, special air conditioning requirements, reflected ceiling plans, office equipment locations, and special security systems. The Working Drawings may be submitted in one or more stages and at one or more times provided that a schedule to submit the Working Drawings is provided to, and approved by, the Tenant. Landlord shall provide Tenant the Working Drawings, or such portion thereof as has been submitted, for Tenant's review and acceptance. Landlord shall be solely responsible for ensuring that the Working Drawings fully comply with all applicable building codes and cover any expenses that result from the errors, omissions or inconsistencies in the Architect's Instruments of Service.

5.3 Preparation and Review of Engineering Drawings. If required based on the scope of work of the Tenant Improvements, Landlord shall cause the Architect to coordinate with the Engineer and to integrate all engineering drawings prepared by the Engineer, including but not

limited to complete mechanical, electrical, and plumbing plans ("Engineering Drawings"), into the Working Drawings. The Engineering Drawings may be submitted in one or more stages and at one or more times for Tenant's review and acceptance.

5.4 Integration of Working Drawings and Engineering Drawings into Final Plans. After Tenant has accepted the Engineering Drawings, Landlord shall cause the Architect to integrate the accepted Working Drawings with the accepted Engineering Drawings (collectively "Final Plans") and deliver the Final Plans to Tenant for Tenant's review in an AutoCAD 2015 (or later version) and Adobe PDF electronic format via USB flash drive and set-up a web-based download link. The Final Plans shall be suitable for plan check review and permitting by local agencies having jurisdiction, for the layout, improvement and finish of the Premises consistent with the design and construction of the Base Building Improvements, including electrical and mechanical drawings, capacity reports, dimensioned partition plans, floor and wall finish plans, reflected ceiling plans, power, telephone communications and data plans, life safety devices, construction detail sheets including millwork detail plans showing the location of partitions, light fixtures, electrical outlets, telephone outlets, sprinklers, doors, equipment specifications (including weight specifications and cooling requirements), power requirements (including voltage, amps, phase, and special plugs and connections), wall finishes, floor coverings, millwork and other Tenant Improvements. Landlord's review of the Space Plan, Working Drawings, Engineering Drawings, and Final Plans shall be at Landlord's sole cost and expense.

5.5 Tenant's Plan Review and Acceptance. Tenant shall accept or reject the Working Drawings, the Engineering Drawings and the Final Plans within twenty-one (21) calendar days after Tenant receives the applicable plans and drawings from Landlord. If Tenant rejects any such plans or drawings, then Tenant shall notify Landlord thereof, specifying in detail the reason for such rejection, in which case Landlord shall revise the applicable plans or drawings and deliver revised plans or drawings to Tenant within fourteen (14) calendar days after receipt of Tenant's rejection notice. This procedure shall be repeated until the applicable plans are accepted by Tenant. Tenant's acceptance of the Working Drawings, Engineering Drawings and/or the Final Plans shall not be deemed to be a representation by Tenant as to the adequacy or correctness of the design of the Tenant Improvements, which shall be Landlord's sole responsibility.

5.6 Schedule. Within twenty-one (21) calendar days of the Plan Submission Date, Landlord shall submit to Tenant a detailed baseline construction schedule, subject to acceptance by Tenant, which shall not be unreasonably withheld, setting forth the completion dates of certain project milestones, including but not limited to completion of Working Drawings, completion of Engineering Drawings, submission of plans to local jurisdiction for review, issuance of building permit, submission of plans to contractors for bidding, award of the Construction Contract, construction commencement date, interim schedule milestone dates, and the date of Substantial Completion. The schedule shall be apportioned by construction activity and include time required for the completion of each portion of the work. As the construction continues, Landlord shall amend the construction schedule at least once each month to reflect any changes to the projected dates, and Landlord shall promptly submit the revised construction schedules to Tenant. If the amended construction schedule identifies delays to the project's critical path, the Landlord shall provide a recovery schedule and/or request for a contract time extension.

5.7 Submittals. The Landlord shall submit to Tenant any Shop Drawings, Product Data Sheets / Samples or similar submittals required by the Final Plans in coordination with the construction schedule and with reasonable promptness. The purpose of Shop Drawings, Product Data, Samples and similar submittals is to demonstrate the way by which the Contractor proposes to construct a design concept expressed in the Final Plans. "Shop Drawings" include drawings,

diagrams, schedules and other data specially prepared by the Contractor or a subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Tenant Improvements. "Product Data Sheets / Samples" include illustrations, summary performance charts, instructions, brochures, diagrams, manufacturer specifications and other information furnished by the Landlord to illustrate materials or equipment for some portion of the Tenant Improvements. "Samples" are physical examples that illustrate materials, equipment or workmanship for some portion of the Tenant Improvements. The Contractor shall construct no portion of the Tenant Improvements for which the Final Plans require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been reviewed and accepted by the Architect.

6. Landlord's TI Cost Summary and Payment of Total TI Costs.

6.1 **Cost Summary.** Following Tenant's approval of the Final Plans (or, if Final Plans are not required based on the requested scope of work, then after Tenant's delivery of the Space Plan to Landlord), Landlord shall submit to Tenant a preliminary cost summary for the Tenant Improvements in a format similar to Addendum D attached hereto (the "Preliminary TI Cost Summary"). The Preliminary TI Cost Summary shall be revised into final form within thirty (30) days after the date that the Contractor is selected and will be referred to herein as the "Final TI Cost Summary." Tenant shall have fourteen (14) calendar days after the date of receipt of the Final TI Cost Summary to accept or reject the Final TI Cost Summary, including but not limited to any Contractor overhead, profit and/or general conditions costs included therein. Tenant's failure to accept or reject the Final TI Cost Summary in writing within such period shall be deemed to be rejected. Construction of the Tenant Improvements shall not begin until Tenant accepts the Final TI Cost Summary in writing. If Tenant rejects the Final TI Cost Summary due to matters related to cost and the Final TI Cost Summary is ten percent (10%) or more higher in cost than projected in the Preliminary TI Cost Summary, then, at Tenant's request, Landlord shall cause the Architect and the Engineer to redesign the Tenant Improvements, at Tenant's sole expense, in an attempt to comply with the Preliminary TI Cost Summary, and any delay caused by the necessity to rebid or redesign the Tenant Improvements shall be considered a Tenant Delay. If Tenant rejects the Preliminary TI Cost Summary or the Final TI Cost Summary, the parties shall promptly confer to resolve all issues relating thereto. If after such consultation, the parties cannot agree on the Preliminary TI Cost Summary or the Final TI Cost Summary, then Tenant may elect not to perform any Tenant Improvements and instead convert the Landlord's TI Allowance to a credit to Base Rent as provided in Section 3, above.

6.2 **Landlord's TI Allowance and Tenant's TI Contribution.** All improvements required by the Final Plans (or Space Plan, if no Final Plans are required), as further described in Addendum B hereto, and any and all modular furniture described in the Modular Specifications (as defined below) shall be referred to herein, collectively, as "Tenant Improvements" or "TI." Costs of Tenant Improvements shall include costs for furniture, soft costs, and any other costs approved in writing by Tenant (collectively "Total TI Costs"), all of which must not exceed the sum of Landlord's TI Allowance, and the cost of any Change Authorizations (as defined below) that are approved in writing by both parties. Except as otherwise provided herein, all Total TI Costs shall be paid by Landlord and deducted from Landlord's TI Allowance. Tenant shall be solely responsible for all costs and expenses relating to the Tenant Improvements that are in excess of the Landlord's TI Allowance.

7. Construction of Tenant Improvements.

7.1 **Tenant Improvements.** Tenant Improvements described more on Addendum B hereto are either existing, or may be constructed by Landlord as provided in Section 5, above.

7.2 Bids. Unless waived by Tenant in writing, any major contractors, subcontractors and material suppliers providing labor and/or materials for the Tenant Improvements shall be selected only after a minimum of three (3) bids have been solicited from responsible and qualified persons. The bids shall include an itemized list of all materials and labor and shall include all additional costs, including architects and engineering fees, permits, reasonable contractor's profit and overhead, and project management fees. Landlord shall also obtain a minimum of three (3) bids from responsible and qualified bidders for the purchase and installation of Tenant's office furniture system, if applicable, in accordance with Section 9.1 below.

7.3 Permits. Landlord shall obtain the approval of all applicable governmental authorities and all permits required for the Tenant Improvements, promptly after Tenant's acceptance of the Final Plans. Landlord shall obtain plan check approval prior to soliciting bids from contractors pursuant to Section 4 hereof.

7.4 Commencement of Construction. Landlord shall commence construction of the Tenant Improvements within twenty-one (21) calendar days after Tenant's acceptance of the Contractor pursuant to Section 4 hereof. Contractor shall obtain the building permit for the Tenant Improvements prior to the commencement of construction. Thereafter, Landlord shall diligently proceed to construct and complete all Tenant Improvements in a good and workmanlike manner, subject only to any cessation that may be caused by Force Majeure Delays (as defined below).

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

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

(b) Decorating Decisions. All design and programming, space planning and interior decorating services, such as selection of wall paint colors and/or wall coverings, furniture, fixtures, flooring and base, and any other decor selection efforts required by Tenant, shall be provided by Landlord, at Tenant's expense, in accordance with Tenant's Space Plan. Landlord shall consult with Tenant with respect to all such decorating services and decisions.

(c) Warranties. Landlord shall cause the Contractor to provide a customary contractors warranty for a period of not less than one (1) years from the date of Substantial Completion (as defined in the Lease). Landlord shall require each subcontractor to provide warranties of like duration in all construction contracts relating to the Tenant Improvements and, upon Tenant's request, Landlord shall assign to Tenant any such warranties relating to the Tenant Improvements. Patent defects in the Tenant Improvements shall be brought to Landlord's attention promptly. Latent or hidden defects in the Tenant Improvements shall be brought to Landlord's attention promptly upon Tenant's becoming aware of such defects. Landlord, as a part of the cost of the Tenant Improvements, shall promptly cause such defects to be repaired following receipt of notice thereof, and Tenant shall have the same rights with respect thereto as set forth herein for all other punch-list items.

(d) Clean-Up and Substandard Work. Landlord will be responsible for all clean-up with respect to the Tenant Improvements, whether in the Premises or in other areas utilized by Landlord or its contractors, and Landlord agrees to reimburse Tenant for any and all expenses incurred by Tenant by reason of substandard work performed by Landlord's contractor

or contractors (as reasonably determined by Tenant according to the usual standards of work in the Building) or as a result of inadequate clean-up.

(e) Compliance with Laws. The Premises shall comply with all applicable city, county, state and federal building codes, regulations and ordinances required for beneficial occupancy, including but not limited to all provisions of the California Labor Code. **Without limiting the generality of the foregoing, construction of the Tenant Improvements shall comply with all applicable laws and regulations, including but not limited to the provisions of the California Labor Code relating to the payment of prevailing wages on public works projects, unless the work is otherwise exempt therefrom pursuant to the California Labor Code.** Under the provisions of the Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly wage rate and details pertinent thereto for each craft, classification, or type of workman or mechanic needed for the construction of the Tenant Improvements. Particulars of the current prevailing wage scale, as approved by the Board of Supervisors, which are applicable to the work, are filed with the Clerk of the Board of Supervisors and must be posted at the site. Notwithstanding the foregoing or any language to the contrary contained herein, the payment of prevailing wages according to the current prevailing wage scale and compliance with applicable prevailing wage statutes shall be required where there is a Tenant's TI Contribution made towards the Total TI Costs of the Tenant Improvements to be performed.

7.6 Completion/Close Out. The Premises shall not be considered Substantially Complete until the Tenant Improvements have been completed in accordance with the Final Plans and Section 4.1 of the Lease, subject only to the completion of minor punch-list items that will not interfere with Tenant's use and occupancy of the Premises for Tenant's permitted and intended use under the Lease. Upon Substantial Completion of the Tenant Improvements, Landlord shall notify Tenant in writing and, within fourteen (14) calendar days of Tenant's receipt of such notice, Landlord and Tenant shall conduct a "walk-through" inspection of the Premises and prepare a punch-list of known or apparent deficiencies or incomplete work required to be corrected or completed by Landlord. Landlord, as a part of the cost of the Tenant Improvements, shall cause all punch-list items to be repaired or completed as soon as possible, but in no event later than thirty (30) days following the walk-through inspection.

7.7 Conformed Plans. Within sixty (60) days after Substantial Completion of the Tenant Improvements and Landlord's receipt from the Contractor of all field changes, Landlord shall submit to Tenant a set of conformed plans ("as-builts") incorporating, in accordance with standard industry custom and practice, field changes made and changes and/or revisions that have been made subsequent to the submission of the Final Plans. Such "as-built" or "record documents" shall be submitted in an AutoCAD 2015 (or later version) format, along with one complete set of plans and specifications Adobe PDF electronic format via USB flash drive and set up of a web-based download link.

8. Requests for Change. Tenant and Landlord may request changes, additions, deletions or substitutions in the Final Plans (each, a "Request for Change"), provided that the requesting party must submit a written request to the other party and that Requests for Change will not be effective unless approved in writing by both Tenant and Landlord (a "Change Authorization"). Only the County's Chief Executive Officer or his/her designee is authorized to execute Change Authorizations on behalf of Tenant. If Tenant requests any changes or substitutions to the Tenant Improvements after the Final Plans and the Final TI Cost Summary have been accepted ("Tenant-Requested Changes"), then any additional costs related thereto in excess of Landlord's TI Allowance shall be paid by Tenant, provided that Tenant executes a written Change Authorization

prior to the performance of the applicable work. Landlord shall be solely responsible for the cost of any Change Authorizations or other Requests for Change that are not Tenant-Requested Changes or approved by the Chief Executive Officer or his/her designee. Landlord shall submit to the Chief Executive Officer or his/her designee with each Request for Change: (i) the specific cost of the requested change, (ii) the cumulative net total cost of all Change Authorizations previously executed, and (iii) an estimate of the number of days by which the construction time will be increased or shortened if the Request for Change is approved. Each Change Authorization must be signed and dated by tenant department, Landlord and the Chief Executive Officer or his/her designee in order to be effective.

9. **Furniture System.**

9.1 Tenant may elect, within the first three (3) months after the Commencement Date, to deliver to Landlord modular furniture plans and specifications (the "Modular Specifications"). If Tenant delivers Landlord any Modular Specifications, Landlord shall cause its architect to prepare a modular furniture specifications bid package for submission to no less than three (3) furniture vendors. The bid package shall be broken down into separate line items for material, delivery, and sales tax, and each furniture item shall be broken down by unit price, quantities, description and specification. Prior to submission for bids, Landlord shall review the bid package with Tenant, and Tenant shall have the right to accept or reject the bid package. If Tenant accepts the bid package, then Landlord shall order the modular furniture set forth in the Modular Specifications and install the same within the Premises. All costs of design, purchase and installation pursuant to the Modular Specifications shall be a part of Total TI Cost, payable from Landlord's TI Allowance, as provided in Section 6.2 and Section 6.3 hereof. Tenant's acceptance of any bid package shall not be deemed to be a representation by Tenant as to the adequacy or correctness of any specifications contained therein.

9.2 Alternatively, Tenant may elect to finance the cost of modular furniture through lease-purchase financing with a third-party lender ("Creditor"). If Tenant elects to enter into a lease-purchase financing of any furniture or telecommunications equipment (individually or collectively, "Personal Property") through a Creditor, Landlord expressly agrees as follows:

(a) The Personal Property shall not become part of the real property, but shall remain personal property removable by the Creditor and its assigns, provided that any damage to the Building or the Premises caused by such removal shall be repaired by Creditor.

(b) Landlord must receive written notice from Creditor of any plan by Creditor to remove the Personal Property from the Building.

(c) This Section 9.2 shall be binding on the representatives, successors and assigns of all parties hereto and shall inure to the benefit of the successors-in-interest to all parties hereto.

(d) Landlord hereby waives any right to gain possession of any of Personal Property during the term of the Lease.

10. **Total TI Costs Adjustment and Right to Audit.** Within seven (7) calendar days of the issuance of a Certificate of Occupancy for the Premises (or its legal equivalent allowing legal occupancy of the Premises and closing any required construction permits) or a final sign-off by the County of Los Angeles, whichever occurs first, Landlord shall provide to Tenant a statement showing all Total TI Costs in reasonable detail and sorted into the same line items as the Final TI

Cost Summary. Upon approval of such statement by Tenant, payments by either party pursuant to the Lease and this Work Letter shall be adjusted as appropriate based upon such statement. Tenant shall have the right to audit the Total TI Costs at any time within ninety (90) days after the date of Tenant's Acceptance of the Premises. If the audit shows that Tenant is entitled to a reduction in payments made by Tenant to the Landlord pursuant to this Work Letter, then Tenant shall provide Landlord with a copy of the audit summary, and inform Landlord if Tenant wants Landlord to pay Tenant the amount of any over-payment made by Tenant within thirty (30) calendar days or if Tenant will apply such amount as a credit against the next installment(s) of Base Rent due under the Lease, and any future payments owed by Tenant shall be adjusted as appropriate based upon the audit results, provided that Landlord shall have the right to dispute such results in good faith. Landlord shall require the Contractor to include audit provisions in all subcontracts which allow Tenant to audit the subcontractors' books and records with respect to the Tenant Improvements.

11. Delay.

11.1 Tenant Delays and Force Majeure Delays. Except as set forth in this Section 12, Tenant shall not be charged as a result of any delay in the construction of Tenant Improvements. Subject to the provisions of Section 12.2.

11.2 Limitations.

(a) Notice. No Tenant Delay or Force Majeure Delay shall be deemed to have occurred unless, within forty eight (48) hours of the event giving rise to such claim, Landlord provides Tenant with written notice in compliance with the Lease specifying that a delay is claimed to have occurred because of actions, inaction or circumstances specified in the notice in reasonable detail. If such actions, inaction, or circumstances qualify as a Tenant Delay or Force Majeure Delay, then a Tenant Delay or Force Majeure Delay, as applicable, shall be deemed to have occurred, commencing as of the date Tenant received such notice from Landlord.

(b) Mitigation. Tenant Delays and Force Majeure Delays shall delay the Estimated Commencement Date only if Substantial Completion of the Tenant Improvements is delayed, despite Landlord's reasonable efforts to adapt and compensate for such delays, efforts which Landlord shall be obligated to make (provided that the additional cost incurred by Landlord due to such efforts does not exceed \$1,000 on a cumulative basis, unless Tenant agrees to pay to the excess).

(c) Concurrent Delays. Tenant Delays and Force Majeure Delays shall be recognized hereunder only if they are not concurrent with any other Tenant Delay or Force Majeure Delay that is effective hereunder. For example, if fourteen (14) calendar days of Tenant Delays and six (6) calendar days of Force Majeure Delays occur during the same fourteen (14) calendar day period, only fourteen (14) days of delay shall be granted.

(d) Change Authorizations. Landlord may not claim that a Tenant-Requested Change was the cause of a delay in the construction of the Tenant Improvements unless the anticipated delay is specified in writing in the executed Change Authorization and affects the Critical Path of the Construction Schedule.

(e) Work Scope Precedence. In case of conflicts or discrepancies between or among this Landlord Work Letter, plans, and specifications, plans shall supersede specifications

for quantity, specifications shall supersede plans for quality, and this Landlord Work Letter shall supersede both plans and specifications.

12. Tenant Remedies.

Any default by Landlord under the terms of this Work Letter shall constitute a Landlord Default under the Lease and shall entitle Tenant to exercise all remedies set forth in the Lease.

13. Representatives.

13.1 Tenant Representative. Tenant has designated Tenant's Work Letter Representative as its sole representative with respect to the matters set forth in this Work Letter who, until further notice to Landlord, shall have the full authority and responsibility to act on behalf of Tenant as required in this Work Letter and whose address, for purposes of any notices to be given regarding matters pertaining to this Work Letter only, is Tenant's Address for Work Letter Notice as set forth in Section 1.2 of the Lease.

13.2 Landlord Representative. Landlord has designated Landlord's Work Letter Representative as its sole representative with respect to the matters set forth in this Work Letter who, until further notice to Tenant, shall have the full authority and responsibility to act on behalf of Landlord as required in this Work Letter and whose address, for purposes of any notices to be given regarding matters pertaining to this Work Letter only, is Landlord's Address for Work Letter Notice as set forth in Section 1.2 of the Lease.

14. Construction Meetings. During the course of construction, meetings shall be held between the Contractor, Landlord and Tenant at least once per week, unless Tenant directs otherwise, at a time and place that is mutually convenient. An initial construction meeting shall be held within seven (7) calendar days after the date the Contractor is selected. Contractor shall provide minutes of each construction meeting to Tenant within a reasonable time thereafter, but not later than three (3) calendar days after the date of the construction meeting.

15. Delivery. Delivery of all plans and drawings referred to in this Work Letter shall be either by commercial messenger service, personal hand delivery or Landlord can set up a web-based download, unless otherwise agreed by Landlord and Tenant.

16. Miscellaneous. This Landlord Work Letter sets forth the entire understanding and agreement between the Parties with respect to the subject matter of this Landlord Work Letter. This Landlord Work Letter may be amended only in a writing signed by both Parties. Any notice to a party for a breach of this Landlord Work Letter must be delivered in writing per the terms as set forth in Section 30.6 of the Lease. This Landlord Work Letter shall be construed as if jointly drafted by the parties. This Landlord Work Letter will not be effective unless and until signed by both Parties. Neither party may assign this Landlord Work Letter or its rights or obligations hereunder without the other party's prior written consent. This Landlord Work Letter will be binding upon, enforceable by and inure to the benefit of the Parties and each of their successors and permitted assigns. Provisions contained in this Landlord Work Letter shall prevail in case of conflict over the terms of the Lease. This Landlord Work Letter is hereby incorporated into and made part of the Lease. All the terms and conditions of the Lease remain in full force and effect, except as expressly indicated otherwise in this Landlord Work Letter. This Landlord Work Letter will become effective as of the Effective Date and shall continue in effect, except to the extent it is amended or terminated in accordance with terms of the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Work Letter as of the dates set forth below.

LANDLORD:

TELSTAR OWNER, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____
Date Signed: _____

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

By: _____
Name: _____
Title: _____
Date Signed: _____

ADDENDUM A To Landlord's Work Letter

BASE BUILDING IMPROVEMENTS

Landlord has constructed (or will construct) the Building to include the following:

(a) the Building shell and exterior, including perimeter window systems and mullions in good condition. If building has not been constructed or is still under construction, no tenant improvements work shall commence until building has been signed off by the City having jurisdiction and Certificate of Occupancy has been received.

(b) Must also include including mechanical, electrical, sprinkler, plumbing, Fire life safety, heating, air conditioning, ventilation and structural systems within the Building core, stubbed out to the face of the core wall at locations determined by Landlord;

(c) toilet rooms per code, including necessary plumbing fixtures, ceramic tile floors, accessories, ceilings and lighting, with running hot and cold water;

(d) Drywall or lath and plaster covering the exposed side of all exposed core walls, core and perimeter columns and the interior exposed side of all exterior building wall areas except at and under windows. Also included:

(e) public stairways;

(f) passenger and freight elevators;

(g) parking facilities;

(h) ground floor lobby;

(i) finished elevator lobbies (with carpet, lights, finished walls and ceiling);

(j) exterior plazas and landscaping;

(k) loading dock and/or area;

(l) Water bottle filling drinking fountains with chilled water at the core;

(m) electrical/telephone closet with not less than seven (7) watts per square foot of rentable area of normal power in the floor electrical closet;

(n) conduit access sufficient for Tenant's electrical wiring (no additional improvement to increase conduit access will be furnished by Landlord unless there is not sufficient riser space as required for a 1.5" diameter signal cable from the Building main telecommunication vault to the telephone closets on floors first and second floor, in which case Landlord, at no cost to Tenant and without deduction from Landlord's TI Allowance, shall cause such riser space to be made available to Tenant, and provided further that Tenant shall be responsible for the cost for removing the riser floor seal at each floor and the patching of each seal after installation of Tenant's cable);

(o) two (2) 208/120 and one (1) 480/277 Volt (VAC) panels connected to the Building power system;

(p) mechanical equipment room with ducted mechanical exhaust system. Notwithstanding the foregoing or any language to the contrary contained herein, Landlord shall replace substantially all of the rooftop HVAC units, except for one unit, Trane TCH150F300BA build year 2012, which services the second floor server room;

(q) concrete floors with troweled finish ready for tenants floor finish, level to specified tolerances and designed to support a minimum live load of fifty (50) pounds per square foot and a partition load of twenty (20) pounds per square foot;

(r) standard window coverings;

(s) primary HVAC duct for cooling and primary HVAC duct for heating (heating is for perimeter zone only) to loop from the mechanical equipment room around the building core;

(t) hot and cold air loops located within the Premises;

(u) primary fire sprinkler distribution, including secondary piping and sprinkler heads as required for the unoccupied Premises;

(v) primary fire-life safety enunciation system "backbone" and panels suitable for Tenant's secondary distribution;

(w) access at panels in the service core for distribution of Building requirements electrical power (initially 120/208 V for power and 277V for fluorescent lighting) up to the limits permitted under applicable law at the time the Building receives the initial temporary certificate of occupancy for the Building; and

(x) Drywall on the service core walls, columns and sills in the Premises.

(y) Demolition and removal of any existing improvements or equipment situated within the Premises, unless the Final Plans show that such improvements and/or equipment will remain in the Premises.

ADDENDUM B To Landlord's Work Letter

TENANT IMPROVEMENTS

Tenant improvements shall include:

- (a) Tenant ceilings and lighting;
- (b) Floor finish in the Premises (except elevator lobbies and public corridors on multi-tenant floors and toilet rooms);
- (c) Interior finishes of any kind within the Premises (except elevator lobbies and public corridors on multi-tenant floors and core area toilet rooms);
- (d) Interior partitions, doors and hardware within the Premises;
- (e) Terminal boxes and reheat coils or other HVAC or air distribution devices to or within the Premises;
- (f) Tenant's furniture, fixtures and equipment, including telephones, computers and cabling therefor;
- (g) Distribution of electrical services, plumbing services and sprinklers from the core to the Premises, and domestic hot water heater and associated hot water piping;
- (h) Any and all signs for Tenant and the power therefor;
- (i) Security, fire and life-safety systems throughout the Premises, including exit signs, intercoms and extinguishers;
- (j) Additional and/or above standard electrical capacity; and
- (k) Fiber optic access.

ADDENDUM C To Landlord's Work Letter

NEW BASE BUILDING IMPROVEMENTS

Rooftop unit replacement

- Perform mechanical engineering sufficient to obtain City permits.
- Demo, remove and properly dispose of existing indoor and outdoor units in compliance with all SCAQMD and EPA requirements.
- Provide and install thirty-seven (37) new rooftop packaged units – like-for-like in cooling and heating capacity with existing units.
- Provide and install necessary adapter curbs to accommodate new packaged units.
- Provide and install fourteen (14) split systems – like-for-like in cooling and heating capacity with existing systems.
- All rigging of old and new equipment to be accomplished utilizing a crane – on four (4) consecutive Saturday mornings.
- New 25-ton rooftop packaged heat pumps shall be manufactured by Petra.
- Remaining packaged units and split systems to be manufactured by Carrier Corporation.
- Provide and install all new electrical fused disconnect switches and wiring to power new systems.
- Proper resealing of rooftop ductwork as necessary.
- Install all new rooftop condensate drain piping in copper with proper blocking and supports – to approved receptacles.
- Factory authorized startup of each new system.
- Obtain final permit sign off from the City of El Monte.

Controls replacement

- Replacement of existing workstation
- MPM router installation
- Install controllers for all A/C package units, heat pump package units, condensing units, air handlers, and existing delta system.
- Replacement of VVT control actuators
- Replacement of bypass control actuators
- Program the VVT operation
- Provide manuals and adequate training to building engineer

Close Out & Clean Up

One-year Warranty on all parts and labor

Restriping Parking Areas of Building

- Restripe all parking area, including any Handicap parking. Landlord shall coordinate with Tenant on a final parking plan.

Elevator Refurbishment

- New Lights
- New Panels
- New Flooring
- Ensure Mechanical, Buttons, and Communication System are working properly and are in compliance with code.

DRAFT

ADDENDUM D To Landlord's Work Letter

PRELIMINARY AND FINAL TI COST SUMMARY

___ Preliminary TI Cost Summary
___ Final TI Cost Summary

Lease No. _____
Address _____

Cost Category

Architecture and Engineering Contract	\$
Plan Check Fees & Permits	\$
General Contractor	\$
(Profit)	\$
(Overhead)	\$
Furniture	\$
Other (Specify)	\$
Total TI Costs	\$

LANDLORD'S WORK LETTER

For

**COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE
LEASE AGREEMENT**

COUNTY OF LOS ANGELES – Tenant

and

TELSTAR OWNER, LLC – Landlord

**9320 Telstar Avenue
El Monte, California**

LANDLORD'S WORK LETTER

This Work Letter supplements the Lease Agreement (the "Lease") dated _____, 20__, executed concurrently herewith, by and between TELSTAR OWNER, LLC, a Delaware limited liability company, as Landlord, and COUNTY OF LOS ANGELES, a body corporate and politic, as Tenant, covering certain Additional Premises described in the Lease. Terms capitalized but not otherwise defined herein shall have the meanings ascribed to them in the Lease.

The parties hereby agree as follows:

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

- | | |
|---|--|
| (a) <u>Total TI Costs</u> | \$_____ (i.e., \$_____ per rentable square foot of the Office Additional Premises) |
| (i) <u>Landlord's TI Allowance</u> | \$_____ (i.e., \$_____ per rentable square foot of the Office Additional Premises) |
| (ii) <u>Tenant's TI Contribution</u> | \$0.00 (i.e., \$0.00 per rentable square foot of the Additional Premises) |
| (b) <u>TI Amortization Rate and Change Authorization Amortization Rate:</u> | Fixed seven percent (7%) per annum |
| (c) <u>Tenant's Work Letter Representative</u> | An assigned staff person of the Chief Executive Office-Real Estate Division |
| (d) <u>Landlord's Work Letter Representative</u> | Stephen Achorn or an assigned staff person of the Landlord |
| (e) <u>Landlord's Address for Work Letter Notices</u> | TELSTAR OWNER, LLC
c/o Rising Realty Partners, LP
433 S. Spring St., Suite 700
Los Angeles, CA 90013
Email: steve.achorn@risingrp.com |
| (f) <u>Tenant's Address for Work Letter Notices</u> | County of Los Angeles
Chief Executive Office - Real Estate Division
320 West Temple Street, 7th Floor
Los Angeles, CA 90012
Attention: Director of Real Estate |

(g) Addenda

Addendum A: Base Building Improvements
Addendum B: Tenant Improvements
Addendum C: New Base Building Improvements
Addendum D: Form of Preliminary and Final TI Cost Summary

2. **Construction of the Building.**

2.1 Base Building Improvements.

2.2 Landlord has constructed or shall construct the base building improvements described on Addendum A hereto (the "Base Building Improvements") as a part of the Building. If the Base Building Improvements must be changed or added to in order to accommodate the special needs of Tenant in the Premises, such changes or additions shall not be considered Tenant Improvements (as defined below) unless such changes or additions are specifically described in Addendum B hereto.

(a) Immediately following the mutual execution of the First Amendment to Lease, Landlord will be undertaking new Base Building Improvements as is set forth on Addendum C attached hereto ("New Base Building Improvements"), including but not limited to replacing all of the existing rooftop HVAC units (the "HVAC Replacement under Exhibit "). Landlord's performance of the HVAC Replacement does not limit Landlord's obligations in connection with Exhibit C of the Lease.

(b) Immediately following the mutual execution of the First Amendment to Lease, Landlord, at Landlord's sole cost and expense, will be responsible for legal compliance costs related to the bathrooms, including any requirements of the Americans with Disabilities Act (ADA), fire life safety requirements mandated by code, and/or Title 24, as and to the extent required to allow the legal occupancy of the Additional Premises.

(c) Any cost associated with improvements to the bathrooms above Landlord's Building standards, shall be considered to be tenant improvements to be deducted from the Landlord TI Allowance and/or Tenant TI Contribution.

2.3 Additional Costs Not Total TI Costs.

(a) If the Building as initially constructed does not comply with current fire life safety codes, disabled access codes (including, without limitation, the Americans with Disabilities Act of 1990 (ADA), and/or earthquake safety codes, and Landlord incurs increased design or construction costs that it would not have incurred if the Building had been in compliance with such codes, then such costs shall not be included in the calculation of Total TI Costs (as defined below), and Tenant shall have no financial responsibility for such costs.

(b) Any work that Landlord must undertake to cause the existing building systems, including but not limited to electrical service, fully operational shall be at Landlord's sole cost and expense. Total TI Costs shall not include any costs associated with (i) asbestos abatement or compliance with the Hazardous Materials provision of the Lease, including all expenses associated with curing any "Sick Building Syndromes", (ii) fire sprinkler system installation or upgrade to the extent required by applicable laws to allow the legal occupancy of

the Additional Premises, (iii) utility costs incurred during construction, (iv) costs incurred in order to cause the Additional Premises to comply with any electrical requirements set forth in the Lease, nor (v) supervision or overhead costs of Landlord.

(c) Landlord shall be solely responsible for all costs and expenses necessary to increase and / or maintain permitted structural floor loading in order to accommodate Tenant's , racking systems, and unusual live loads and other such uses.

2.4 **Base Building Plans.** Landlord has delivered to Tenant complete and accurate "as built" plans and specifications for the Building in an AutoCAD 2015 (or later version) and Adobe PDF electronic format via USB flash drive and set-up of a web-based download link. If Tenant incurs additional costs because such plans and specifications are incomplete or inaccurate, then any delay caused thereby shall not be a Tenant Delay (as defined below), but shall be deemed to be a delay caused by Landlord, and Landlord shall pay for any increased costs caused by such delay.

2.4 **Survey.** Where 'as-built' plans are missing, Landlord must perform a survey of existing space, which shall include existing floor plans and mechanical, electrical, and plumbing systems. The survey shall be at Landlord's sole cost and expense. Landlord shall submit such survey to the Tenant such that the initial Space Plan (as defined in Section 5.1) can be modified to conform to the existing conditions.

3. **Selection of Architect.** Landlord shall not proceed with any bid solicitation for architectural services until final space plan is furnished to the Landlord. Once Landlord receives the final space plan, Landlord shall promptly solicit at least three (3) proposals from qualified licensed architects familiar with all applicable laws and building requirements detailing a scope of work sufficient to complete the Working Drawings (as defined below). Landlord shall select an architect, subject to Tenant's acceptance, which shall not be unreasonably withheld, and which acceptance (or rejection for reasonable reasons) shall be granted within five (5) calendar days after Landlord has submitted the name of the selected architect to Tenant, together with detailed proposals outlining the cost for design/engineering services. This procedure shall be repeated until Tenant accepts an architect (the "Architect"), and Tenant's written acceptance has been delivered to and received by Landlord.

4. **Selection of Contractor.** The Final Plans (as defined below) and a proposed construction contract accepted by Tenant shall be submitted to a sufficient number of qualified contractors, selected by Landlord, so that a minimum of three (3) bids are received. Each contractor shall be requested to submit a sealed fixed price contract bid price (on an American Institute of Architects (AIA) form) to construct the Tenant Improvements depicted on the Final Plans. Landlord shall select the most qualified bidder offering the lowest price after adjustments for inconsistent assumptions, and Landlord shall submit all bids, along with Landlord's recommendation, to Tenant for Tenant's review and acceptance. Following Tenant's acceptance, Landlord shall enter into a guaranteed maximum price construction contract (the "Construction Contract") with the lowest qualified bidder (the "Contractor") to construct the Tenant Improvements, consistent with the terms of the accepted bid.

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

5.1 Preparation of Space Plan. Concurrently with the execution of this Lease, Tenant shall submit to Landlord specifications for the Premises, which shall include a space plan, and when available, low voltage and furniture plans and shall depict, without limitation, all demising walls, corridors, entrances, exits, doors, and interior partitions, and the locations of all offices, conference rooms, computer rooms, warehouse racking, charging stations, and file room (collectively, the "Space Plan").

5.2 Preparation and Review of Working Drawings. Within thirty (30) days after Landlord's receipt of the Space Plan, Landlord shall engage an architect (the "Architect"), at Tenant's sole cost and expense (which may be deducted from the Landlord's TI Allowance or Tenant's TI Contribution) to commence preparation of working drawings (the "Working Drawings") based on the Tenant Improvements depicted in the Space Plan, which Working Drawings shall (a) be compatible with the design, construction and equipment of the Building, (b) comply with all applicable laws, (c) be capable of physical measurement and construction, (d) contain all information required for the construction of the Tenant Improvements and the preparation of the Engineering Drawings (as defined below), and (e) include all partition locations, plumbing locations, air conditioning system and duct work, special air conditioning requirements, reflected ceiling plans, office equipment locations, and special security systems. The Working Drawings may be submitted in one or more stages and at one or more times provided that a schedule to submit the Working Drawings is provided to, and approved by, the Tenant. Landlord shall provide Tenant the Working Drawings, or such portion thereof as has been submitted, for Tenant's review and acceptance. Landlord shall be solely responsible for ensuring that the Working Drawings fully comply with all applicable building codes and cover any expenses that result from the errors, omissions or inconsistencies in the Architect's Instruments of Service.

5.3 Preparation and Review of Engineering Drawings. Landlord shall cause the Architect to coordinate with the Engineer and to integrate all engineering drawings prepared by the Engineer, including but not limited to complete mechanical, electrical, and plumbing plans ("Engineering Drawings"), into the Working Drawings. The Engineering Drawings may be submitted in one or more stages and at one or more times for Tenant's review and acceptance.

5.4 Integration of Working Drawings and Engineering Drawings into Final Plans. After Tenant has accepted the Engineering Drawings, Landlord shall cause the Architect to integrate the accepted Working Drawings with the accepted Engineering Drawings (collectively "Final Plans") and deliver the Final Plans to Tenant for Tenant's review in an AutoCAD 2015 (or later version) and Adobe PDF electronic format via USB flash drive and set-up a web-based download link. The Final Plans shall be suitable for plan check review and permitting by local agencies having jurisdiction, for the layout, improvement and finish of the Additional Premises consistent with the design and construction of the Base Building Improvements, including electrical and mechanical drawings, capacity reports, dimensioned partition plans, floor and wall finish plans, reflected ceiling plans, power, telephone communications and data plans, life safety devices, construction detail sheets including millwork detail plans showing the location of partitions, light fixtures, electrical outlets, telephone outlets, sprinklers, doors, equipment specifications (including weight specifications and cooling requirements), power requirements (including voltage, amps, phase, and special plugs and connections), wall finishes, floor coverings, millwork and other Tenant Improvements. Landlord's review of the Space Plan, Working Drawings, Engineering Drawings, and Final Plans shall be at Landlord's sole cost and expense.

5.5 Tenant's Plan Review and Acceptance. Tenant shall accept or reject the Working Drawings, the Engineering Drawings and the Final Plans within twenty-one (21) calendar days after Tenant receives the applicable plans and drawings from Landlord. If Tenant rejects any

such plans or drawings, then Tenant shall notify Landlord thereof, specifying in detail the reason for such rejection, in which case Landlord shall revise the applicable plans or drawings and deliver revised plans or drawings to Tenant within fourteen (14) calendar days after receipt of Tenant's rejection notice. This procedure shall be repeated until the applicable plans are accepted by Tenant. Tenant's acceptance of the Working Drawings, Engineering Drawings and/or the Final Plans shall not be deemed to be a representation by Tenant as to the adequacy or correctness of the design of the Tenant Improvements, which shall be Landlord's sole responsibility.

5.6 Schedule. Within twenty-one (21) calendar days of the Plan Submission Date, Landlord shall submit to Tenant a detailed baseline construction schedule, subject to acceptance by Tenant, which shall not be unreasonably withheld, setting forth the completion dates of certain project milestones, including but not limited to completion of Working Drawings, completion of Engineering Drawings, submission of plans to local jurisdiction for review, issuance of building permit, submission of plans to contractors for bidding, award of the Construction Contract, construction commencement date, interim schedule milestone dates, and the date of Substantial Completion. The schedule shall be apportioned by construction activity and include time required for the completion of each portion of the work. As the construction continues, Landlord shall amend the construction schedule at least once each month to reflect any changes to the projected dates, and Landlord shall promptly submit the revised construction schedules to Tenant. If the amended construction schedule identifies delays to the project's critical path, the Landlord shall provide a recovery schedule and/or request for a contract time extension.

5.7 Submittals. The Landlord shall submit to Tenant any Shop Drawings, Product Data Sheets / Samples or similar submittals required by the Final Plans in coordination with the construction schedule and with reasonable promptness, so as not to cause any delay in the construction of the Tenant Improvements. The purpose of Shop Drawings, Product Data, Samples and similar submittals is to demonstrate the way by which the Contractor proposes to construct a design concept expressed in the Final Plans. "Shop Drawings" include drawings, diagrams, schedules and other data specially prepared by the Contractor or a subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Tenant Improvements. "Product Data Sheets / Samples" include illustrations, summary performance charts, instructions, brochures, diagrams, manufacturer specifications and other information furnished by the Landlord to illustrate materials or equipment for some portion of the Tenant Improvements. "Samples" are physical examples that illustrate materials, equipment or workmanship for some portion of the Tenant Improvements. The Contractor shall construct no portion of the Tenant Improvements for which the Final Plans require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been reviewed and accepted by the Architect.

6. Landlord's TI Cost Summary and Payment of Total TI Costs.

6.1 Cost Summary. Within seven (7) calendar days after the Plan Submission Date, Landlord shall submit to Tenant a preliminary cost summary for the Tenant Improvements in a format similar to Addendum D attached hereto (the "Preliminary TI Cost Summary"), which must not exceed the sum of Landlord's TI Allowance and Tenant's TI Contribution. The Preliminary TI Cost Summary shall be revised into final form within thirty (30) days after the date that the Contractor is selected and will be referred to herein as the "Final TI Cost Summary." Tenant shall have fourteen (14) calendar days after the date of receipt of the Final TI Cost Summary to accept or reject the Final TI Cost Summary, including but not limited to any Contractor overhead, profit and/or general conditions costs included therein; provided, however, that any proposed increase to Tenant's TI Contribution shown on the Final TI Cost Summary shall not be effective unless approved in a separate written agreement executed by Landlord and Tenant. Tenant's failure to

accept or reject the Final TI Cost Summary in writing within such period shall be deemed to be rejected. Construction of the Tenant Improvements shall not begin until Tenant accepts the Final TI Cost Summary in writing. If Tenant rejects the Final TI Cost Summary due to matters related to cost and the Final TI Cost Summary is ten percent (10%) or more higher in cost than projected in the Preliminary TI Cost Summary, then, at Tenant's request, Landlord shall cause the Architect and the Engineer to redesign the Tenant Improvements, at Tenant's sole expense, in an attempt to comply with the Preliminary TI Cost Summary, and any delay caused by the necessity to rebid or redesign the Tenant Improvements shall not be considered a Tenant Delay. If Tenant rejects the Preliminary TI Cost Summary or the Final TI Cost Summary, the parties shall promptly confer to resolve all issues relating thereto. If after such consultation, the parties cannot agree on the Preliminary TI Cost Summary or the Final TI Cost Summary, then Tenant may elect to terminate the Lease and this Work Letter by delivering written termination notice to Landlord, whereupon all monies previously paid to Landlord shall be promptly refunded to Tenant, and the parties shall have no further obligations under the Lease or this Work Letter.

6.2 Landlord's TI Allowance and Tenant's TI Contribution. All improvements required by the Final Plans, as further described in Addendum B hereto, and any and all modular furniture and racking systems described in the Modular and Racking Specifications (as defined below) shall be referred to herein, collectively, as "Tenant Improvements" or "TI." Costs of Tenant Improvements shall include costs for furniture, , soft costs, and any other costs approved in writing by Tenant (collectively "Total TI Costs"), all of which must not exceed the sum of Landlord's TI Allowance, Tenant's TI Contribution, and the cost of any Change Authorizations (as defined below) that are approved in writing by both parties. Landlord shall be solely responsible for any delay or increased cost in completing the Tenant Improvements. Except as otherwise provided herein, all Total TI Costs shall be paid by Landlord and deducted from Landlord's TI Allowance. If the Total TI Costs exceed Landlord's TI Allowance, then Tenant may authorize Landlord to pay the overage in an amount not exceeding Tenant's TI Contribution. Thereafter, Tenant shall pay such overage to Landlord as provided in Section 6.3 below.

6.3 Method of Payment. Tenant shall be obligated to pay Landlord that portion of Tenant's TI Contribution used to pay for any Total TI Costs in excess of Landlord's TI Allowance' thirty (30) calendar days after all of the following conditions have been met: (i) Tenant Improvements are Substantially Complete (as defined in the Lease); (ii) Landlord has provided Tenant with all documentation substantiating all Tenant Improvements' expenses, including without limitation, receipts, invoices, proof of payment, unconditional lien releases and approved changed orders; and (iii) Tenant has reconciled all Tenant Improvements' costs to determine and confirm the total Tenant Improvements amount spent and the amount of Tenant's TI Contribution owed to Landlord. At Tenant's election, such payment may be made (a) in a lump sum, or (b) in equal monthly payments, amortized over the term of the Lease at the TI Amortization Rate. Tenant may, at any time during the Term, prepay all or any portion of the Total TI Costs in excess of the Landlord's TI Allowance and pay any remaining amount in equal monthly payments, amortized over the remaining term of the Lease at the TI Amortization Rate.

6.4 Base Rent Credit for Unused Portions of Landlord's TI Allowance. If the Total TI Costs are less than the Landlord's TI Allowance, then the amount of any unused portion of the Landlord's TI Allowance shall be applied as a credit against the next installment(s) of Base Rent due under the Lease.

7. Construction of Tenant Improvements.

7.1 Tenant Improvements. Tenant Improvements to be constructed by Landlord are described more particularly on Addendum B hereto. If any work required by the Final Plans is not described on Addendum B hereto, such work shall be considered a Base Building Improvement and shall be performed by Landlord at its own cost and expense and not included in the cost of Tenant Improvements.

7.2 Bids. Unless waived by Tenant in writing, any major contractors, subcontractors and material suppliers providing labor and/or materials for the Tenant Improvements shall be selected only after a minimum of three (3) bids have been solicited from responsible and qualified persons. The bids shall include an itemized list of all materials and labor and shall include all additional costs, including architects and engineering fees, permits, reasonable contractor's profit and overhead, and project management fees. Landlord shall also obtain a minimum of three (3) bids from responsible and qualified bidders for the purchase and installation of Tenant's office furniture system, if applicable, in accordance with Section 9.1 below.

7.3 Permits. Landlord shall obtain the approval of all applicable governmental authorities and all permits required for the Tenant Improvements, promptly after Tenant's acceptance of the Final Plans. Landlord shall obtain plan check approval prior to soliciting bids from contractors pursuant to Section 4 hereof.

7.4 Commencement of Construction. Landlord shall commence construction of the Tenant Improvements within twenty-one (21) calendar days after Tenant's acceptance of the Contractor pursuant to Section 4 hereof. Contractor shall obtain the building permit for the Tenant Improvements prior to the commencement of construction. Thereafter, Landlord shall diligently proceed to construct and complete all Tenant Improvements in a good and workmanlike manner, subject only to any cessation that may be caused by Force Majeure Delays (as defined below).

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

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

(b) Decorating Decisions. All design and programming, space planning and interior decorating services, such as selection of wall paint colors and/or wall coverings, furniture, fixtures, flooring and base, and any other decor selection efforts required by Tenant, shall be provided by Landlord, at Tenant's expense, in accordance with Tenant's Space Plan. Landlord shall consult with Tenant with respect to all such decorating services and decisions.

(c) Warranties. Landlord warrants that the Tenant Improvements shall be free from any defects in workmanship and materials for a period of not less than one (1) years from the date of Substantial Completion (as defined in the Lease). Landlord shall require each contractor and subcontractor to provide warranties of like duration in all construction contracts relating to the Tenant Improvements and, upon Tenant's request, Landlord shall assign to Tenant any such warranties relating to the Tenant Improvements. Patent defects in the Tenant Improvements shall be brought to Landlord's attention promptly. Latent or hidden defects in the Tenant Improvements shall be brought to Landlord's attention promptly upon Tenant's becoming aware of such defects. Landlord, at Landlord's sole cost and expense, shall promptly cause such defects to be repaired following receipt of notice thereof, and Tenant shall have the same rights with respect thereto as set forth herein for all other punch-list items.

(d) Clean-Up and Substandard Work. Landlord will be responsible for all clean-up with respect to the Tenant Improvements, whether in the Additional Premises or in other areas utilized by Landlord or its contractors, and Landlord agrees to reimburse Tenant for any and all expenses incurred by Tenant by reason of substandard work performed by Landlord's contractor or contractors (as reasonably determined by Tenant according to the usual standards of work in the Building) or as a result of inadequate clean-up.

(e) Compliance with Laws. The Additional 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. **Without limiting the generality of the foregoing, construction of the Tenant Improvements shall comply with all applicable laws and regulations, including but not limited to the provisions of the California Labor Code relating to the payment of prevailing wages on public works projects, unless the work is otherwise exempt therefrom pursuant to the California Labor Code. Under the provisions of the Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly wage rate and details pertinent thereto for each craft, classification, or type of workman or mechanic needed for the construction of the Tenant Improvements. Particulars of the current prevailing wage scale, as approved by the Board of Supervisors, which are applicable to the work, are filed with the Clerk of the Board of Supervisors and must be posted at the site. Notwithstanding the foregoing or any language to the contrary contained herein, the payment of prevailing wages according to the current prevailing wage scale and compliance with applicable prevailing wage statutes shall be required where there is a Tenant's TI Contribution made towards the Total TI Costs of the Tenant Improvements to be performed.**

(f) Access During Construction. Tenant shall have the right to conduct site visits to observe progress of the Tenant Improvements during the course of construction. Additionally, pursuant to Section 4.3 of the Lease, Tenant shall be entitled to enter the Additional Premises at least thirty (30) calendar days prior to the Commencement Date for the purpose of installing Tenant's furniture, fixtures and equipment in the Additional Premises. Landlord and Tenant shall use reasonable good faith efforts to coordinate the work of their respective contractors to achieve timely completion of the Tenant Improvements and Tenant's installation work.

7.6 Completion/Close Out. The Additional Premises shall not be considered Substantially Complete until the Tenant Improvements have been completed in accordance with the Final Plans and Section 4.1 of the Lease, subject only to the completion of minor punch-list items that will not interfere with Tenant's use and occupancy of the Additional Premises for Tenant's permitted and intended use under the Lease. Upon Substantial Completion of the Tenant Improvements, Landlord shall notify Tenant in writing and, within fourteen (14) calendar days of Tenant's receipt of such notice, Landlord and Tenant shall conduct a "walk-through" inspection of the Additional Premises and prepare a punch-list of known or apparent deficiencies or incomplete work required to be corrected or completed by Landlord. Landlord, as a part of the cost of the Tenant Improvements, shall cause all punch-list items to be repaired or completed as soon as possible, but in no event later than thirty (30) days following the walk-through inspection. If Landlord fails to complete any of the punch-list items within such 30-day period, then Tenant, in addition to its other rights and remedies under the Lease, after giving ten (10) days written notice to Landlord, shall have the right, but not the obligation, to cause such punch-list items to be completed, with the cost thereof plus ten percent (10%) for Tenant's overhead and supervision

to be deducted from the next installment(s) of rent or other amounts payable by Tenant under the Lease.

7.7 **Conformed Plans.** Within sixty (60) days after Substantial Completion of the Tenant Improvements and Landlord's receipt from the Contractor of all field changes, Landlord shall submit to Tenant a set of conformed plans ("as-builts") incorporating, in accordance with standard industry custom and practice, field changes made and changes and/or revisions that have been made subsequent to the submission of the Final Plans. Such "as-built" or "record documents" shall be submitted in an AutoCAD 2015 (or later version) format, along with one complete set of plans and specifications Adobe PDF electronic format via USB flash drive and set up of a web-based download link.

8. **Requests for Change.** Tenant and Landlord may request changes, additions, deletions or substitutions in the Final Plans (each, a "Request for Change"), provided that the requesting party must submit a written request to the other party and that Requests for Change will not be effective unless approved in writing by both Tenant and Landlord (a "Change Authorization"). Only the County's Chief Executive Officer or his/her designee is authorized to execute Change Authorizations on behalf of Tenant. If Tenant requests any changes or substitutions to the Tenant Improvements after the Final Plans and the Final TI Cost Summary have been accepted ("Tenant-Requested Changes"), then any additional costs related thereto in excess of Landlord's TI Allowance shall be paid by Tenant, provided that Tenant executes a written Change Authorization prior to the performance of the applicable work. Tenant shall be obligated to pay Landlord for the Tenant Request for Change as part of Tenant's portion of Tenant's TI Contribution used to pay for any Total TI Costs in excess of Landlord's TI Allowance as defined in Section 6.3. Landlord shall be solely responsible for the cost of any Change Authorizations or other Requests for Change that are not Tenant-Requested Changes or approved by the Chief Executive Officer or his/her designee. Landlord shall submit to the Chief Executive Officer or his/her designee with each Request for Change: (i) the specific cost of the requested change, (ii) the cumulative net total cost of all Change Authorizations previously executed, and (iii) an estimate of the number of days by which the construction time will be increased or shortened if the Request for Change is approved. Each Change Authorization must be signed and dated by tenant department, Landlord and the Chief Executive Officer or his/her designee in order to be effective.

9. **Furniture and Racking System.**

9.1 9.1 Tenant shall deliver to Landlord within fourteen (14) calendar days after the date of full execution of this Work Letter, separate modular furniture and racking systems plans and specifications (the "Modular and Racking Specifications"). Based on the modular and racking specifications, Landlord shall cause its architect to prepare a modular furniture and racking systems specifications bid package for submission to no less than three (3) separate furniture and racking vendors. The bid package shall be broken down into separate line items for material, delivery, and sales tax, and each furniture item shall be broken down by unit price, quantities, description and specification. Prior to submission for bids, Landlord shall review the bid package with Tenant, and Tenant shall have the right to accept or reject the bid package. If Tenant accepts the bid package, then Landlord shall order the modular furniture and racking systems set forth in the Modular and Racking Specifications and install the same within the Additional Premises. All costs of design, purchase and installation pursuant to the Modular and Racking Specifications shall be a part of Total TI Cost, payable by Landlord and/or Tenant as provided in Section 6.2 and Section 6.3 hereof. Tenant's acceptance of any bid package shall not be deemed to be a representation by Tenant as to the adequacy or correctness of any specifications contained therein.

9.2 Alternatively, Tenant may elect to finance the cost of modular furniture and racking systems through lease-purchase financing with a third-party lender ("Creditor"). If Tenant elects to enter into a lease-purchase financing of any furniture or telecommunications equipment (individually or collectively, "Personal Property") through a Creditor, Landlord expressly agrees as follows:

(a) The Personal Property shall not become part of the real property, but shall remain personal property removable by the Creditor and its assigns, provided that any damage to the Building or the Additional Premises caused by such removal shall be repaired by Creditor.

(b) Landlord must receive written notice from Creditor of any plan by Creditor to remove the Personal Property from the Building.

(c) This Section 9.2 shall be binding on the representatives, successors and assigns of all parties hereto and shall inure to the benefit of the successors-in-interest to all parties hereto.

(d) Landlord hereby waives any right to gain possession of any of Personal Property during the term of the Lease.

10. **Total TI Costs Adjustment and Right to Audit.** Within seven (7) calendar days of the issuance of a Certificate of Occupancy for the Additional Premises (or its legal equivalent allowing legal occupancy of the Additional Premises and closing any required construction permits) or a final sign-off by the County of Los Angeles, whichever occurs first, Landlord shall provide to Tenant a statement showing (a) all Total TI Costs in reasonable detail and sorted into the same line items as the Final TI Cost Summary, and (b) the amount of Total TI Costs that is in excess of Landlord's TI Allowance and payable hereunder by Tenant to Landlord. Upon approval of such statement by Tenant, payments by either party pursuant to the Lease and this Work Letter shall be adjusted as appropriate based upon such statement. Tenant shall have the right to audit the Total TI Costs at any time within twelve (12) months after the date of Tenant's Acceptance of the Additional Premises. If the audit shows that Tenant is entitled to a reduction in payments made by Tenant to the Landlord pursuant to this Work Letter, then Tenant shall provide Landlord with a copy of the audit summary, and inform Landlord if Tenant wants Landlord to pay Tenant the amount of any over-payment made by Tenant within thirty (30) calendar days or if Tenant will apply such amount as a credit against the next installment(s) of Base Rent due under the Lease, and any future payments owed by Tenant shall be adjusted as appropriate based upon the audit results, provided that Landlord shall have the right to dispute such results in good faith. Landlord shall require the Contractor to include audit provisions in all subcontracts which allow Tenant to audit the subcontractors' books and records with respect to the Tenant Improvements.

11. **Telephone/Computer Room and Equipment.** Landlord, as part of the Tenant Improvements, shall complete the telephone equipment room(s), including permanent power and HVAC, in compliance with the Space Plan, Low-Voltage Plan and specifications provided by Tenant, at least thirty (30) calendar days prior to the Estimated Commencement Date. During this thirty (30) day period, the Landlord shall be responsible for the security and protection of any telephone/data equipment delivered to the site prior to the Estimated Commencement Date.

12. **Delay.**

12.1 **Tenant Delays and Force Majeure Delays.** Except as set forth in this Section 12, Tenant shall not be charged as a result of any delay in the construction of Tenant Improvements.

Subject to the provisions of Section 12.2, the Estimated Commencement Date set forth in the Lease shall be extended one (1) day for each day that: (a) Tenant fails or refuses to give authorizations or approvals within the time periods required herein, but only to the extent such delays delay the commencement or completion of construction of the Tenant Improvements (referred to herein as "Tenant Delay(s)"); or (b) Substantial Completion of the Tenant Improvements is delayed by lightning, earthquake, fire, storm, tornado, flood, washout, explosion, strike, lockout, labor disturbance, civil disturbance, riot, war, act of a public enemy, sabotage or other similar causes beyond the reasonable control of Landlord (referred to herein as "Force Majeure Delay(s)").

12.2 Limitations.

(a) Notice. No Tenant Delay or Force Majeure Delay shall be deemed to have occurred unless, within forty eight (48) hours of the event giving rise to such claim, Landlord provides Tenant with written notice in compliance with the Lease specifying that a delay is claimed to have occurred because of actions, inaction or circumstances specified in the notice in reasonable detail. If such actions, inaction, or circumstances qualify as a Tenant Delay or Force Majeure Delay, then a Tenant Delay or Force Majeure Delay, as applicable, shall be deemed to have occurred, commencing as of the date Tenant received such notice from Landlord.

(b) Mitigation. Tenant Delays and Force Majeure Delays shall delay the Estimated Commencement Date only if Substantial Completion of the Tenant Improvements is delayed, despite Landlord's reasonable efforts to adapt and compensate for such delays, efforts which Landlord shall be obligated to make (provided that the additional cost incurred by Landlord due to such efforts does not exceed \$1,000 on a cumulative basis, unless Tenant agrees to pay to the excess).

(c) Concurrent Delays. Tenant Delays and Force Majeure Delays shall be recognized hereunder only if they are not concurrent with any other Tenant Delay or Force Majeure Delay that is effective hereunder. For example, if fourteen (14) calendar days of Tenant Delays and six (6) calendar days of Force Majeure Delays occur during the same fourteen (14) calendar day period, then the Estimated Commencement Date would be extended by only fourteen (14) calendar days; on the other hand, if such Tenant Delays and Force Majeure Delays did not occur during the same period, then the Estimated Commencement Date would be extended by twenty (20) calendar days.

(d) Change Authorizations. Landlord may not claim that a Tenant-Requested Change was the cause of a delay in the construction of the Tenant Improvements unless the anticipated delay is specified in writing in the executed Change Authorization and affects the Critical Path of the Construction Schedule.

(e) Work Scope Precedence. In case of conflicts or discrepancies between or among this Landlord Work Letter, plans, and specifications, plans shall supersede specifications for quantity, specifications shall supersede plans for quality, and this Landlord Work Letter shall supersede both plans and specifications.

13. **Tenant Remedies.** If Landlord fails to obtain the building permit to construct the Tenant Improvements within a reasonable time, taking all factors into consideration, or if the Tenant Improvements have not been completed within sixty (60) calendar days after the Estimated Commencement Date, then Tenant may, at its option:

13.1 Cancel the Lease upon thirty (30) calendar days' written notice to Landlord; or

13.2 Upon thirty (30) calendar days' written notice to Landlord, assume the responsibility for constructing and/or completing the Tenant Improvements itself. If Tenant elects to construct or complete the Tenant Improvements itself, then:

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

(b) Base Rent shall be reduced by Tenant's total expense in constructing the Tenant Improvements, including any financing charges for capital and a reasonable amount for Tenant's administrative costs, and including interest at the rate of six percent (6%) per annum ("Tenant's Total Expense"). The rent reduction schedule shall be as mutually agreed to between the parties or, if no such agreement is made, Tenant's Total Expense shall be fully amortized in equal monthly amounts over five (5) years and deducted from the Base Rent payable under the Lease.

Any default by Landlord under the terms of this Work Letter shall constitute a Landlord Default under the Lease and shall entitle Tenant to exercise all remedies set forth in the Lease.

14. **Representatives.**

14.1 **Tenant Representative.** Tenant has designated Tenant's Work Letter Representative as its sole representative with respect to the matters set forth in this Work Letter who, until further notice to Landlord, shall have the full authority and responsibility to act on behalf of Tenant as required in this Work Letter and whose address, for purposes of any notices to be given regarding matters pertaining to this Work Letter only, is Tenant's Address for Work Letter Notice as set forth in Section 1.2 of the Lease.

14.2 **Landlord Representative.** Landlord has designated Landlord's Work Letter Representative as its sole representative with respect to the matters set forth in this Work Letter who, until further notice to Tenant, shall have the full authority and responsibility to act on behalf of Landlord as required in this Work Letter and whose address, for purposes of any notices to be given regarding matters pertaining to this Work Letter only, is Landlord's Address for Work Letter Notice as set forth in Section 1.2 of the Lease.

15. **Construction Meetings.** During the course of construction, meetings shall be held between the Contractor, Landlord and Tenant at least once per week, unless Tenant directs otherwise, at a time and place that is mutually convenient. An initial construction meeting shall be held within seven (7) calendar days after the date the Contractor is selected. Contractor shall provide minutes of each construction meeting to Tenant within a reasonable time thereafter, but not later than three (3) calendar days after the date of the construction meeting.

16. **Delivery.** Delivery of all plans and drawings referred to in this Work Letter shall be either by commercial messenger service, personal hand delivery or Landlord can set up a web-based download, unless otherwise agreed by Landlord and Tenant.

17. **Miscellaneous.** This Landlord Work Letter sets forth the entire understanding and agreement between the Parties with respect to the subject matter of this Landlord Work Letter.

This Landlord Work Letter may be amended only in a writing signed by both Parties. Any notice to a party for a breach of this Landlord Work Letter must be delivered in writing per the terms as set forth in Section 30.6 of the Lease. This Landlord Work Letter shall be construed as if jointly drafted by the parties. This Landlord Work Letter will not be effective unless and until signed by both Parties. Neither party may assign this Landlord Work Letter or its rights or obligations hereunder without the other party's prior written consent. This Landlord Work Letter will be binding upon, enforceable by and inure to the benefit of the Parties and each of their successors and permitted assigns. Provisions contained in this Landlord Work Letter shall prevail in case of conflict over the terms of the Lease. This Landlord Work Letter is hereby incorporated into and made part of the Lease. All the terms and conditions of the Lease remain in full force and effect, except as expressly indicated otherwise in this Landlord Work Letter. This Landlord Work Letter will become effective as of the Effective Date and shall continue in effect, except to the extent it is amended or terminated in accordance with terms of the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Work Letter as of the dates set forth below.

LANDLORD:

TELSTAR OWNER, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____
Date Signed: _____

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

By: _____
Name: _____
Title: _____
Date Signed: _____

ADDENDUM A To Landlord's Work Letter

BASE BUILDING IMPROVEMENTS

Landlord has constructed (or will construct) the Building to include the following:

(a) the Building shell and exterior, including perimeter window systems and mullions in good condition. If building has not been constructed or is still under construction, no tenant improvements work shall commence until building has been signed off by the City having jurisdiction and Certificate of Occupancy has been received.

(b) Must also include including mechanical, electrical, sprinkler, plumbing, Fire life safety, heating, air conditioning, ventilation and structural systems within the Building core, stubbed out to the face of the core wall at locations determined by Landlord;

(c) toilet rooms per code, including necessary plumbing fixtures, ceramic tile floors, accessories, ceilings and lighting, with running hot and cold water;

(d) Drywall or lath and plaster covering the exposed side of all exposed core walls, core and perimeter columns and the interior exposed side of all exterior building wall areas except at and under windows. Also included:

(e) public stairways;

(f) passenger and freight elevators;

(g) parking facilities;

(h) ground floor lobby;

(i) finished elevator lobbies (with carpet, lights, finished walls and ceiling);

(j) exterior plazas and landscaping;

(k) loading dock and/or area;

(l) Water bottle filling drinking fountains with chilled water at the core;

(m) electrical/telephone closet with not less than seven (7) watts per square foot of rentable area of normal power in the floor electrical closet;

(n) conduit access sufficient for Tenant's electrical wiring (no additional improvement to increase conduit access will be furnished by Landlord unless there is not sufficient riser space as required for a 1.5" diameter signal cable from the Building main telecommunication vault to the telephone closets in which case Landlord, at no cost to Tenant and without deduction from Landlord's TI Allowance, shall cause such riser space (as required) to be made available to Tenant, and provided further that Tenant shall be responsible for the cost for removing the riser floor seal at each floor and the patching of each seal after installation of Tenant's cable);

(o) two (2) 208/120 and one (1) 480/277 Volt (VAC) panels connected to the Building power system;

(p) mechanical equipment room with ducted mechanical exhaust system. Notwithstanding the foregoing or any language to the contrary contained herein, Landlord shall replace all of the rooftop HVAC units.

(q) concrete floors with troweled finish ready for tenants floor finish, level to specified tolerances and designed to support a minimum live load of fifty (50) pounds per square foot and a partition load of twenty (20) pounds per square foot;

(r) standard window coverings;

(s) primary HVAC duct for cooling and primary HVAC duct for heating (heating is for perimeter zone only) to loop from the mechanical equipment room around the building core;

(t) hot and cold air loops located within the Additional Premises;

(u) primary fire sprinkler distribution, including secondary piping and sprinkler heads as required for the unoccupied Additional Premises;

(v) primary fire-life safety enunciation system "backbone" and panels suitable for Tenant's secondary distribution;

(w) access at panels in the service core for distribution of Building requirements electrical power (initially 120/208 V for power and 277V for fluorescent lighting) up to the limits permitted under applicable law at the time the Building receives the initial temporary certificate of occupancy for the Building; and

(x) Drywall on the service core walls, columns and sills in the Additional Premises.

(y) Demolition and removal of any existing improvements or equipment situated within the Additional Premises, unless the Final Plans show that such improvements and/or equipment will remain in the Additional Premises.

ADDENDUM B To Landlord's Work Letter

TENANT IMPROVEMENTS

Tenant improvements shall include:

- (a) Tenant ceilings and lighting;
- (b) Floor finish in the Additional Premises (except elevator lobbies and public corridors on multi-tenant floors and toilet rooms);
- (c) Interior finishes of any kind within the Additional Premises (except elevator lobbies and public corridors on multi-tenant floors and core area toilet rooms);
- (d) Interior partitions, doors and hardware within the Additional Premises;
- (e) Terminal boxes and reheat coils or other HVAC or air distribution devices to or within the Additional Premises;
- (f) Tenant's furniture, fixtures and equipment, including telephones, computers and cabling therefor;
- (g) Distribution of electrical services, plumbing services and sprinklers from the core to the Additional Premises, and domestic hot water heater and associated hot water piping;
- (h) Any and all signs for Tenant and the power therefor;
- (i) Security, fire and life-safety systems throughout the Additional Premises, including exit signs, intercoms and extinguishers;
- (j) Additional and/or above standard electrical capacity; and
- (k) Fiber optic access.

ADDENDUM C To Landlord's Work Letter

NEW BASE BUILDING IMPROVEMENTS

New Roof (Including insulation to meet code)

Rooftop unit replacement

- Landlord to confirm scope

Controls replacement

- Landlord to confirm scope

Close Out & Clean Up

One-year Warranty on all parts and labor

Restrooms Refurbishment

- New finishes throughout
- New Partitions
- New Hands-Free fixtures
- New hard surface (non-laminate) countertops
- Replace any damaged mirrors (as required)

ADDENDUM D To Landlord's Work Letter

PRELIMINARY AND FINAL TI COST SUMMARY

___ Preliminary TI Cost Summary
___ Final TI Cost Summary

Lease No. _____
Address _____

Cost Category

Architecture and Engineering Contract	\$
Plan Check Fees & Permits	\$
General Contractor	\$
(Profit)	\$
(Overhead)	\$
Furniture	\$
Other (Specify)	\$
Total TI Costs	\$

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

OPS CLUSTER AGENDA REVIEW DATE	01/13/2021	
BOARD MEETING	02/09/2021	
DELEGATED AUTHORITY BOARD LETTER	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	ALL	
DEPARTMENT	TREASURER AND TAX COLLECTOR (TTC)	
SUBJECT	RECOMMENDATION TO AWARD A CONTRACT FOR TITLE INVESTIGATION AND REPORTING SERVICES TO FIRST CORPORATE SOLUTIONS, INC.	
PROGRAM	N/A	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	Current contract expires 02/28/2021	
COST & FUNDING	Total cost: Not to exceed \$800,000 annually	Funding source: TTC's Adopted Budget
	TERMS (if applicable): Three years plus two optional one-year and six month-to-month renewals.	
	Explanation:	
PURPOSE OF REQUEST	Request for approval to award and execute a contract for Title Investigation and Reporting Services to First Corporate Solutions, Inc.	
BACKGROUND (include internal/external issues that may exist)	The TTC is required to notify all parties of interest of a proposed tax sale pursuant to Sections 3701 and 3799 of the Revenue and Tax Code. The TTC contracts to obtain Title Investigation and Reporting Services for tax-defaulted properties Subject to the Tax Collector's Power to Sell pursuant to Division 1, Part 6, Chapter 7 of the Revenue and Tax Code. The TTC utilizes Title Investigation and Reporting Services to identify all lien holders of record and any persons with Title of Record to all or any portion of the property, and to obtain copies of all recorded documents affecting the property in the form of Parties of Interest and Date Down Reports. The TTC has contracted for Title Investigation and Reporting Services since 1985.	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: <ul style="list-style-type: none"> Keith Knox, Treasurer and Tax Collector, (213) 974-2101 kknox@ttc.lacounty.gov Elizabeth Buenrostro Ginsberg, Chief Deputy, (213) 974-0703 eginsberg@ttc.lacounty.gov Deondria Barajas, Assistant Treasurer and Tax Collector, (213) 974-2077 dbarajas@ttc.lacounty.gov 	



KEITH KNOX
TREASURER AND TAX COLLECTOR

COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 437, Los Angeles, California 90012
Telephone: (213) 974-2101 Fax: (213) 626-1812
ttc.lacounty.gov and propertytax.lacounty.gov

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

February 9, 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:

**TREASURER AND TAX COLLECTOR
RECOMMENDATION TO AWARD A CONTRACT FOR
TITLE INVESTIGATION AND REPORTING SERVICES TO
FIRST CORPORATE SOLUTIONS, INC.
(ALL DISTRICTS) (3 VOTES)**

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

SUBJECT

The recommended action is to approve a Contract Award to First Corporate Solutions, Inc. (FCS) for the provision of Title Investigation and Reporting Services.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Award and instruct the Chair of the Board of Supervisors (Board) to sign the attached Contract (Exhibit I) with FCS to provide Title Investigation and Reporting Services to the County of Los Angeles (County) Department of Treasurer and Tax Collector (TTC) at a rate of \$165.00 per parcel for Parties of Interest Reports and at a rate of \$40.00 per parcel for Date Down Reports (title report updates reflecting changes in ownership and/or parties of interest generally within six months or less from the initial title report) commencing with Board approval, or March 1, 2021, whichever is later, for a three-year Contract Term, with an annual maximum Contract Sum not to exceed \$800,000.

2. Delegate authority to the Treasurer and Tax Collector, or his designee, to execute amendments to the Contract to: (1) exercise the optional two one-year renewals and/or six month-to-month extensions; and (2) add, delete, and/or revise certain terms and conditions as required under federal or state law or regulation, policies of the County, Board, and/or Chief Executive Office (CEO), which are not part of the Statement of Work (SOW).
3. Delegate authority to the Treasurer and Tax Collector, or his designee, to execute amendments and/or change notices to modify the terms of the SOW that do not materially alter the Contract provided the TTC obtains County Counsel's approval prior to the execution of such amendments and/or change notices.
4. Delegate authority to the Treasurer and Tax Collector, or his designee, to execute amendments to increase the Contract Sum by no more than 15% annually based on any unanticipated workload increases or reporting requirements.
5. Delegate authority to the Treasurer and Tax Collector, or his designee, if necessary, to execute substantially similar Contract(s) to the next highest ranked, most responsive and responsible proposer identified in this Request for Proposals (RFP) process in order to ensure that unanticipated circumstances or changes in the Title Investigation and Reporting Services workload requirements, or the incumbent's inability to provide the required services during the Contract Term do not jeopardize the TTC's mandated operations, provided County Counsel's concurrence is obtained prior to execution.
6. Delegate authority to the Treasurer and Tax Collector, or his designee, to execute applicable Contract amendments in the event an entity acquires the original contracting entity, the original contracting entity merges, or otherwise undergoes a corporate action.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The TTC is required to notify all parties of interest of a proposed tax sale pursuant to Sections 3701 and 3799 of the Revenue and Taxation Code (R&TC). The TTC contracts to obtain Title Investigation and Reporting Services for tax-defaulted properties Subject to the Tax Collector's Power to Sell pursuant to Division 1, Part 6, Chapter 7 of the R&TC. The TTC utilizes Title Investigation and Reporting Services to identify all lien holders of record and any persons with Title of Record to all or any portion of the property, and to obtain copies of all recorded documents affecting the property in the form of Parties of Interest and Date Down Reports. The TTC has contracted for Title Investigation and Reporting Services since 1985.

Implementation of Strategic Plan Goals

The approval of this Contract is consistent with the County Strategic Plan Strategy III.3 – Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

FISCAL IMPACT/FINANCING

The maximum Contract Sum for the first year is \$800,000. Funding is included in the TTC's Fiscal Year 2020-2021 adopted budget, and funds required for subsequent years will be included in each year's budget request. For the current contract, in response to the Board of Supervisors motion adopted on June 9, 2020, FCS voluntarily agreed to a price reduction of 5% for services rendered during the current fiscal year through February 28, 2021. Thereafter, upon the Board's approval of this Contract, the 5% reduction for services rendered during the current fiscal year shall be in effect through June 30, 2021.

The cost for notification of parties of interest is comprised of two component parts. The first component is the cost of the title search report, and the second component is the cost for providing notice by mail to any parties of interest entitled to receive a notice of auction pursuant to R&TC 3701 and as required by County Code Section 4.64.150.

The TTC recovers these costs through fees imposed on tax-defaulted property redeemed by property owners prior to a tax sale or by the TTC with tax sale proceeds. On February 23, 2016, your Board approved the existing fees per ordinance 2016-0010 Section 1. To update the listed fees, in the coming months, the TTC will bring a recommendation before your Board to revise the fees for title search, party of interest notification, and Date Down Reports. This recommendation will incorporate a revised title investigation fee resulting from this recommended Contract Award.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to California Government Code Section 31000, your Board is authorized to contract for special services.

The recommended Contract contains your Board's required provisions, including the requirement for the Contractor to notify and assist its employees with the Federal Earned Income Tax Credit application process; the consideration of qualified GAIN/GROW participants for employment openings; the compliance with the Jury Service Program; Safely Surrendered Baby Law; Contractor notification to the County when Contract is within six months from the expiration of the Term of the Contract; Contractor's compliance with the Defaulted Property Tax Reduction Program; Default Method of Payment: Direct Deposit or Electronic Funds Transfer; Compliance with Fair

Chance Employment Practices; Green Initiatives; Prohibition from Participation in Future Solicitations; Contractors with Unresolved Disallowed Costs; Compliance with County's Zero Tolerance Policy on Human Trafficking; and Compliance with the County Policy of Equity.

The Contract expressly provides that the County does not have an obligation to pay for expenditures by FCS that exceed the maximum Contract Sum. Additionally, the Contract contains performance standards, including liquidated damages for substandard and/or non-performance.

CONTRACTING PROCESS

On August 5, 2020, the TTC released the RFP for the provision of Title Investigation and Reporting Services and posted the RFP on the County's open bids website of registered vendors under the following Commodity Codes (Attachment A), which consisted of approximately 119 registered vendors (Attachment B):

- 946-46 Escrow and Title Services

The RFP was also posted on the TTC website.

A Mandatory Proposers' Conference was held on August 19, 2020, with three firms attending. Subsequently, the TTC issued one RFP addenda to provide written responses to Proposers' questions, including updated information related to: (1) the RFP's Financial Capability section and references, (2) Subparagraph 8.1.3 (Change Notices and Amendments), (3) Exhibit E (County's Administration) of the Sample Contract, and (4) updated Exhibit 2 (Performance Requirements Summary Chart) of the Statement of Work.

The proposal submission due date was September 2, 2020, at 5:00 p.m. Pacific Time. The TTC received two proposals by the due date from the following proposers: FCS and Harbinger Land, LLC (HL). Both proposals were missing information; consequently, the TTC issued Supplemental Data Requests to each proposer and both Proposers complied by providing the requested information.

The TTC evaluated proposals by utilizing the County's Informed Averaging scoring methodology. The proposal submitted by FCS was the highest ranked, most responsive and responsible proposal, demonstrating FCS's understanding of the Contract requirements. Additionally, FCS has over 30 years of experience providing Title Investigation and Reporting Services.

On November 9, 2020, the TTC notified the non-awarded proposer, HL, in writing and provided them with instructions for requesting a debriefing. HL requested a debriefing from the TTC. On November 12, 2020, the TTC debriefed and provided HL with instructions for submitting a Notice of Intent to Request a Proposed Contractor Selection Review (PCSR). HL submitted a Notice of Intent to Request a PCSR. The TTC provided HL with the requested information, and HL notified the TTC subsequently that it decided not to pursue the PCSR.

FCS accepted most of the County's terms and conditions in the Contract, taking exception to only the following Contract provisions as follows: (1) Automobile Liability Insurance – the Contractor requests waiver of this required coverage for company owned vehicles as currently FCS has no company operated vehicles, and agrees to notify the County if any company owned vehicles are acquired for use under this Contract by any means, including but not limited to owned, or leased, and/or non-owned autos, as each may be applicable; (2) Cyber Liability Insurance – Contractor requests the County accept the limit of \$5 million insurance coverage for Cyber based incidents citing it is prohibitively expensive for Contractor to obtain \$10 million in coverage and increased premiums will substantially increase the contract price; (3) Indemnification – the Contractor requests a limit on indemnification by FCS of the County to \$10 million annually citing that unlimited indemnification is an unacceptable contract term. The TTC consulted with County Counsel and with CEO Insurance Compliance staff regarding each of these exceptions and was advised of the risks associated with the acceptance of these exceptions to the Contract. The TTC finds the insurance and indemnification limits acceptable based on the services FCS will provide under the Contract.

County Counsel has approved the Contract, as to form. The Chief Information Office (CIO) reviewed the Board Letter and recommends approval. The CIO determined that because there is no new technology being implemented, and the new contract is substantially similar to the previous contract, no formal CIO Analysis is required. The County's Information Security Officer reviewed the contract and determined that it contains the County's currently approved information security requirements language.

The TTC has determined that the recommended Contract is exempt from Proposition A (County Code Chapter 2.121), and the Living Wage Program (County Code Chapter 2.201) does not apply.

A summary of the Community Business Enterprise Program Statistical Information for the recommended Contractor is included (Attachment C). On final analysis and consideration of award, the TTC selected the Contractor without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation, or disability.

IMPACT ON CURRENT SERVICES

The current Contract for title investigation and reporting services expires on February 28, 2021. The recommended Contract with FCS will commence upon your Board's approval and will provide for title investigation and reporting services to continue with no lapse in service.

Respectfully submitted,

Reviewed by:

KEITH KNOX
Treasurer and Tax Collector

WILLIAM S. KEHOE
Chief Information Officer

KK:EBG:NK:EVT:DS:RK:MY:laC

Enclosures

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

ATTACHMENT A



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Solicitation Information

Solicitation Number:	TTC RFP 2020-02 TIRS		
Title:	Title Investigation and Reporting Services RFP		
Department:	Treasurer and Tax Collector		
Bid Type:	Service	Bid Amount:	N/A
Commodity:	ESCROW AND TITLE SERVICES		
Description:	<p>The County of Los Angeles (County) Department of Treasurer and Tax Collector (TTC) is issuing this Request for Proposals (RFP) for the provision of Title Investigation and Reporting Services.</p> <p>You may download the RFP from the Internet by accessing the County's website at https://camisvr.co.la.ca.us/lacobids/, selecting "Open Solicitations," and then searching by the solicitation title of Title Investigation and Reporting Services. You may also download the RFP by accessing the TTC's website https://ttc.lacounty.gov/contract-opportunities/. Potential Proposers are responsible for downloading and reviewing the entire RFP.</p> <p>The RFP contains the service requirements, proposal content and format requirements, a description of the proposal selection process, and a sample contract. Potential Proposers that meet the minimum requirements identified in Paragraph 3.0, Proposer's Minimum Mandatory Qualifications, are invited to submit a proposal to provide the services described in Appendix A, Statement of Work. Potential Proposers should carefully review the RFP and ensure their proposal complies with all RFP requirements.</p> <p>Pursuant to Subparagraph 7.8.10, Proposers must list all of their exceptions in their proposal submission. Proposers may not take exception to the Standard Terms and Conditions in their entirety and replace the County's Standard Terms and Conditions with the Proposer's. The TTC will consider such a proposal to be non responsive.</p> <p>The TTC will recommend approval of the contract to the most responsive and responsible Proposer. In general, the greater the number of exceptions to the terms and conditions the Proposer lists, and the more substantive the exceptions are, the less responsive the proposal will be deemed. Thus, a Proposer that lists a large number of exceptions in quantity or quality will be scored accordingly. This practice reflects the fact that a Proposer that is able to accept the Standard Terms and Conditions as is, without any exception, is more responsive to the RFP than a Proposer that takes a number of exceptions to the Standard Terms and Conditions.</p> <p>During the negotiations process, the TTC limits the exceptions that can be negotiated to the exceptions listed in the proposal itself. The TTC would compromise the integrity of the RFP process if it were to negotiate an exception that the Proposer did not list in its proposal. If the Proposer had listed the exception in the proposal, the Proposer's score would likely have been less than originally calculated, thereby having a potential impact to the ranking of all proposals.</p> <p>A Mandatory Proposers' Conference (Conference), to answer questions regarding the written specifications of the RFP, will be held at 3:00 p.m. Pacific Time (PT) on Wednesday, August 19, 2020, via webinar. Vendors that intend to submit proposals must attend this Conference or will be disqualified. To register to attend the Conference, please send an email to David Sandoval, Contracts Section, at contracts@ttc.lacounty.gov no later than 3:00 p.m. PT on Thursday, August 13, 2020.</p> <p>Proposals must be prepared in accordance with Paragraph 7.0, Proposal Submission Requirements. Proposals are due no later than 5:00 p.m. PT on Wednesday, September 2, 2020, and shall be emailed, delivered or mailed to: TTC, Contracts Section, 500 West Temple Street, Room 437, Los Angeles, California 90012. Proposals received after the scheduled deadline will not be accepted and shall be returned to the sender unopened.</p> <p style="text-align: right;">Less</p>		
Open Day:	8/5/2020	Closed Date:	9/2/2020 5:00:00 PM
Contact Name:	David Sandoval	Contact Phone:	(213) 974-7360
Contact Email:	contracts@ttc.lacounty.gov		
Notice of Intent to Award (0) :	Click here to view notice intent to award list.		
Solicitation Award (0) :	Click here to view award list.		
Amendment (1) :	Click here to view the amendment list.		
Last Changed On:	8/28/2020 4:24:31 PM		
Attachment File (1) :	Click here to download attachment files.		

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**Electronic Information and Mailing Services
Commodity Code 946-46**

ATTACHMENT B

Vendor Code	Company	Address	Address 2	City	County	State	Zip	Email	Phone
114646	ACCENT LANDSCAPE, INC.	15808 S BROADWAY		GARDENA	Los Angeles County	CA	90248	ROBERT@ACCENTLAND.COM	310-324-1706
189744	ADVANCED ESCROW CORPORATION	28281 CROWN VALLEY PKWY STE 150		LAGUNA NIGUEL	Orange County	CA	92677	fabl@advancedescrows.com	949-600-8190
195229	ALL AMERICAN JOBS INC	9017 RESEDA BLVD STE 103		NORTHridge	Los Angeles County	CA	91324	ashah@farmersagent.com	818-280-5226
176261	ALLAN ERDY ESCROW, INC.	15374 VENTURA BLVD.		SHERMAN OAKS	Los Angeles County	CA	91403	aerdy@allanerdyesecrow.com	818-501-5555
119798	ALLIANT INSURANCE SERVICES INC	1301 DOVE ST., STE. 200		NEWPORT BEACH	Orange County	CA	92660	RPNOCY@ALLIANTINSURANCE.COM	949-660-8107
119798	ALLIANT INSURANCE SERVICES INC	333 S HOPE ST	STE 3750	LOS ANGELES	Los Angeles County	CA	90071	robert.lowe@alliant.com	213-270-0145
113017	AON RISK INSURANCE SERVICES WEST INC	707 WILSHIRE BLVD., STE. 2600		LOS ANGELES	Los Angeles County	CA	90017	RICHARD_WINDEBANK@ARS.AON.COM	213-630-3374
143041	ARLENE HOPKINS	2621 --5TH ST SUITE 10		SANTA MONICA	Los Angeles County	CA	90405	ARLENE.HOPKINS@GMAIL.COM	310-392-5910
120467	ARTHUR J GALLAGHER & CO INSURANCE BROKERS OF CALIFORNIA INC	18201 VON KARMAN AVE	STE 200	IRVINE	Orange County	CA	92612	JOHN_CHINO@AIG.COM	909-239-4733
120467	ARTHUR J GALLAGHER & CO INSURANCE BROKERS OF CALIFORNIA INC	505 NORTH BRAND BOULEVARD	SUITE 600	GLENDALE	Los Angeles County	CA	91203	MARIA_KING@AIG.COM	818-539-1374
187578	AZ INSURANCE INC	FARMERS INSURANCE	11108 DOWNEY AVE	DOWNEY	Los Angeles County	CA	90241	azuloaga@farmersagent.com	562-659-7558
141913	BANK OF SACRAMENTO	1750 HOWE AVENUE, STE. 100		SACRAMENTO	Sacramento County	CA	95825	LLNEAL@BANKOFSACRAMENTO.COM	916-648-2785
163215	BEACON INTEGRATED PROFESSIONAL RESOURCES INC	4476 MARKET STREET, SUITE 601		VENTURA	Ventura County	CA	93003	LJEWELL@HAMNER-JEWELL.COM	805-773-1459
170934	BENDER ROSENTHAL, INC.	4400 AUBURN BLVD., SUITE 102		SACRAMENTO	Sacramento County	CA	95841	S.PARENT@BENDERROSENTHAL.COM	916-978-4900
168908	BLACK SUN VALUATION, LLC	PO BOX 19099		ATLANTA	Fulton County	GA	31126	mlassere@concordisadvisors.com	800-610-5085
110969	BRIGGS FIELD SERVICES, INC.	3920 FM 1960 ROAD WEST STE 350		HOUSTON	Harris County	TX	77068	KERRY.BRIGGS@BRIGGSFIELDSERVICES.COM	281-583-9400
113963	BROAD SPECTRUM	330 E MANCHESTER BL - SUITE B		INGLEWOOD	Los Angeles County	CA	90301	DLCOOK@BROADSPECTRUM.ORG	310-693-6505
132494	BTI APPRAISAL	605 WEST OLYMPIC BOULEVARD	SUITE 820	LOS ANGELES	Los Angeles County	CA	90015	BEN@BTIAPPRAISAL.COM	213-532-3800
166799	CAL GENERAL INSURANCE SERVICES, INC.	1110 NORTH WESTERN AVENUE	# 106	LOS ANGELES	Los Angeles County	CA	90029	californiageneralinsuranc@gmail.com	323-467-2600
162223	CALIFORNIA REPUBLIC BANK	1400 NEWPORT CENTER DRIVE,	SUITE 150	NEWPORT BEACH	Orange County	CA	92660	mloveal@crbnk.com	949-270-9732
185417	CALIFORNIA STATE TREASURER'S OFFICE	CALIFORNIA STATE TREASURER'S OFFICE	915 CAPITAL MALL, ROOM 562	SACRAMENTO	Sacramento County	CA	95814	kmoon@treasurer.ca.gov	916-653-8006
106684	CALIFORNIA TITLE SEARCH CO.	3750 CONVOY ST., FL. 2		SAN DIEGO	San Diego County	CA	92111	INFO@LOTBOOK.COM	858-278-8797
184518	CALVIN CUMMINGS	VALBRIDGE PROPERTY ADVISORS	99 S LAKE AVENUE SUITE 21	PASADENA	Los Angeles County	CA	91101	EMARTINEZ@VALBRIDGE.COM	626-219-8115
196253	CAMBRIAN SOLUTIONS, INC	16 BLACK OAK DR		POMONA	Los Angeles County	CA	91766	cambriansolutionsinc@gmail.com	951-202-7026
164407	CARL BETZ & ASSOCIATES, INC.	28030 DOROTHY DRIVE	STE. 203	AGOURA HILLS	Los Angeles County	CA	91301	CARBETZ@CARLBETZ.COM	818-865-0025
504494	CHICAGO TITLE COMPANY	560 E. HOSPITALITY LANE		SAN CLEMENTE	San Bernardino County	CA	92408	GRAEBERBOUGIE@CTT.COM	909-381-6711
504494	CHICAGO TITLE COMPANY	725 SOUTH FIGUEROA STREET	SUITE 200	LOS ANGELES	Los Angeles County	CA	90017	CHERYL.YANEZ@CTT.COM	213-488-4315
188145	CHRISPIN CLARKE	12501 YUKON AVE.		HAWTHORNE	Los Angeles County	CA	90250	CHRIS@EDUCATEDNOTARY.COM	857-776-2377
193426	CHRISTOPHER MOYNIHAN	16255 VENTURA BLVD STE 800		ENCINO	Los Angeles County	CA	91436	jennifer@bersonfinancialgroup.com	818-789-9090
182115	CITRUS ESCROW, INC	12424 GRAHAM STREET		MORENO VALLEY	Riverside County	CA	92553	lisa@citrusescrow.com	951-291-9835
500119	CITY OF SAN FERNANDO	117 N MACNEIL ST		SAN FERNANDO	Los Angeles County	CA	91340	MSOLIS@SFCITY.ORG	818-898-1207
500119	CITY OF SAN FERNANDO	208 PARK AVE.	REC. & COMMUNITY SERVICES	SAN FERNANDO	Los Angeles County	CA	91340	jvenegas@sfcity.org	818-898-7381
180306	CONTRACT LAND STAFF, LLC	2245 TEXAS DRIVE	SUITE 200	SUGAR LAND	Fort Bend County	TX	77479	CLA-CA@CONTRACTLANDSTAFF.COM	303-588-3636
173706	CORELOGIC SOLUTIONS, LLC	40 PACIFICA, SUITE 900		IRVINE	Orange County	CA	92618	trawilson@corelogic.com	949-236-1894
166968	CURATIVE TITLE SOLUTIONS	5005 LA MART DRIVE	SUITE 204	RIVERSIDE	Riverside County	CA	92506	abernath@curativetitlesolutions.com	951-206-6436
193396	DANIEL SHEEHY	3131 ZANE GREY TER		ALTADENA	Los Angeles County	CA	91001	danielsheehy@gmail.com	626-695-2329
172231	DAVID O LOPEZ INSURANCE AGENCY	14359 AMARGOSA RD SUITE F		VICTORVILLE	San Bernardino County	CA	92392	dlopez@farmersagent.com	760-843-8000
104240	DEL RICHARDSON & ASSOCIATES	INC	510 S. LA BREA AVE	INGLEWOOD	Los Angeles County	CA	90301	MARITSAG@DRAINCC.COM	610-453-3729
174952	DEODATE CORPORATION	1833 S 3RD ST, #B		ALHAMBRA	Los Angeles County	CA	91803	rgvelarde@gmail.com	626-623-9047
159648	DESMOND, MARCELLO & AMSTER	6060 CENTER DRIVE, #825		LOS ANGELES	Los Angeles County	CA	90045	DPROTHO@DMAVALUE.COM	310-216-1400
115223	DICKERSON INSURANCE SERVICES	1918 RIVERSIDE DR.		LOS ANGELES	Los Angeles County	CA	90039	TONY@DICKERSON-GROUP.COM	323-662-7200
152403	DONNA DESMOND ASSOCIATES	265 S BEVERLY GLEN BLVD		LOS ANGELES	Los Angeles County	CA	90024	DESDMOND@DONNADESMOND.COM	310-475-1114
137636	DUDEK	605 THIRD STREET		ENCINITAS	San Diego County	CA	92024	RFP@DUDEK.COM	760-479-4249
125034	ELLIS GROUP INC.	INTEGRA REALTY RESOURCES-LOS ANGELES	16030 VENTURA BOULEVARD STE 620	ENCINO	Los Angeles County	CA	91436	JELLIS@IRR.COM	818-290-5400
156586	ENGINEERING ASSOCIATES, INC.	1921 W. 11TH STREET		UPLAND	San Bernardino County	CA	91786	FDEJOY@ENGINEERINGASSOCIATES.COM	949-637-1062
192019	EPIA INC.	17800 CASTLETON ST STE 255		CITY INDUSTRY	Los Angeles County	CA	91748	grace@epiagroup.com	626-912-1988
104573	EPIC LAND SOLUTIONS, INC.	2601 AIRPORT DRIVE SUITE 115		TORRANCE	Los Angeles County	CA	90505	PROPOSALTEAM@EPICLAND.COM	310-626-4849
192883	FEDERAL ESCROW INC.,	23734 VALENCIA BLVD STE 100A		VALENCIA	Los Angeles County	CA	91355	Talena@federalescrowinc.com	661-222-3132
129718	FIDELITY NATIONAL TITLE CO	21680 GATEWAY CENTER DRIVE	SUITE 110	DIAMOND BAR	Los Angeles County	CA	91765	marty.dinkaberry@fnf.com	909-978-3019
129718	FIDELITY NATIONAL TITLE CO	555 S FLOWER ST STE 4420		LOS ANGELES	Los Angeles County	CA	90071	jb.jennings@fnf.com	213-452-7151
129718	FIDELITY NATIONAL TITLE CO	6060 SEPULVEDA BLVD., SUITE 100		VAN NUYS	Los Angeles County	CA	91411	DARTH.ELIOPULOS@FNF.COM	818-758-6855
148602	FIRST ADVANTAGE SAFERENT	PARK PLAZA ONE	2101 GAITHER ROAD, SUITE 400	ROCKVILLE	Montgomery County	MD	20850	MWARD@SAFERENT.COM	818-378-9440
151139	FIRST AMERICAN TITLE	2815 TOWNSTATE RD STE 115		WESTLAKE VILLAGE	Ventura County	CA	91361	LOWLANDS@FIRSTAM.COM	805-267-2618
151139	FIRST AMERICAN TITLE	5 FIRST AMERICAN WAY		SANTA ANA	Orange County	CA	92707	pbeverly@firstam.com	714-250-8455
151139	FIRST AMERICAN TITLE	8500 STOCKDALE HWY #190		BAKERSFIELD	Kern County	CA	93311	njsmith@firstam.com	661-617-1502
130948	FIRST AMERICAN TITLE COMPANY	18500 VON KARMAN AVE.	SUITE 600	IRVINE	Orange County	CA	92612	pbeverly@firstam.com	949-885-2465
130948	FIRST AMERICAN TITLE COMPANY	2755 CAMPUS DR STE 125		SAN MATEO	San Mateo County	CA	94403	EBROEKHUIS@FIRSTAM.COM	650-356-1729
130948	FIRST AMERICAN TITLE COMPANY	ATTN:FAT-SCD-041 BOX 100266 JP MORGAN CHASE	2710 MEDIA CENTER DR, BLDG UNIT 6 STE 120	LOS ANGELES	Los Angeles County	CA	90065	dtarighi@wca.ca.gov	626-815-1019
168984	FIRST CORPORATE SOLUTIONS, INC	914 S STREET		SACRAMENTO	Sacramento County	CA	95811	DANIEL SILVERBURG@FICOSO.COM	916-313-8918
184824	FORWARD SUNSET INC	HOLLYWOOD HILLS ESCROW	9000 W SUNSET BLVD # 11	W HOLLYWOOD	Los Angeles County	CA	90069	DEhrich@HHEscrow.com	310-461-1850
196555	GLEN OAKS ESCROW INC.	1848 N CANON DR		BEVERLY HILLS	Los Angeles County	CA	90210	ksmith@glenoakesescrow.com	323-210-1022
196978	GOLD CHARTER INC.	1245 MCCELLEAN DR	APT 211	LOS ANGELES	Los Angeles County	CA	90025	office@goldcharterco.com	310-429-1980
198186	HARBINGER LAND, LLC	229 CHRYSIE ST APT 301		NEW YORK	New York County	NY	10002	bobby@harbingerland.com	405-990-9938
181561	HODGES LACEY & ASSOCIATES	PO BOX 747		WOODLAND HLS	Los Angeles County	CA	91365	RICH@HAPPRAISAL.COM	310-528-0608
198171	HOYA INSURANCE AGENCY INC	8812 E LAS TUNAS DR		SAN GABRIEL	Los Angeles County	CA	91776	SYU@HOYAINS.COM	626-793-3800
175032	INSURANCE OFFICE OF AMERICA, INC.	16000 VENTURA BLVD.	SUITE 400	ENCINO	Los Angeles County	CA	91436	john.burkart@loausa.com	949-466-5407
181068	INTER VALLEY ESCROW, INC.	447 BURCHETT ST		GLENDALE	Los Angeles County	CA	91203	ted.boyce@livescrow.com	818-547-9999
152283	INTERWEST CONSULTING GROUP	15140 TRANSISTOR LANE		HUNTINGTON BEACH	Orange County	CA	92649	BIDS@INTERWESTGRP.COM	714-899-9039
501479	JOE D MARTINEZ	1925 PETREL PL		VENTURA	Ventura County	CA	93003	JDMRTNZZ@SBCGLOBAL.NET	805-234-6695
193919	JULIE SHEEHY	3131 ZANE GREY TER		ALTADENA	Los Angeles County	CA	91001	juliesheehy3@gmail.com	626-695-0369
186064	KAECHER CAMPBELL & ASSOCIATES INSURANCE BROKERAGE, LLC	600 CORPORATE POINTE STE 1010		CULVER CITY	Los Angeles County	CA	90230	pcampbell@kcaib.com	310-556-4731
171590	KHAJAK BOYAJIAN INSURANCE	3844 E. FOOTHILL BLVD		PASADENA	Los Angeles County	CA	91107	jack.boyajian.k2wx@statefarm.com	626-792-4838
170825	LARRY JACKSON	JACKSON, JACKSON & ASSOCIATES	1249 S DIAMOND BAR BLVD, #347	DIAMOND BAR	Los Angeles County	CA	91765	Clackson@JJAPI.com	909-895-7461

Vendor Code	Company	Address	Address 2	City	County	State	Zip	Email	Phone
528561	LAWYERS TITLE COMPANY	2751 PARK VIEW CT STE 241		OXNARD	Ventura County	CA	93036	sfranks@ltic.com	805-484-2701
528561	LAWYERS TITLE COMPANY	801 S FIGUEROA ST STE 870		LOS ANGELES	Los Angeles County	CA	90017	ANNSMITH@LTIC.COM	213-330-3026
171971	LEQUIRE REAL ESTATE, INC	14315A CORPORATE WAY		MORENO VALLEY	Riverside County	CA	92557	lisalequire@gmail.com	951-291-9835
170110	MICHAEL J FRANCIS	P.O. BOX 11808		NEWPORT BEACH	Orange County	CA	92658	mfrancis@aol.com	949-306-3388
112825	NATIONAL RELOCATION SERVICES	2671 POMONA BLVD.		POMONA	Los Angeles County	CA	91768	ICITO@NRSCA.COM	909-869-5748
112825	NATIONAL RELOCATION SERVICES	2671 POMONA BLVD.		POMONA	Los Angeles County	CA	91768	LORTEGA@NRSCA.COM	909-869-5748
152695	NCC GROUP INC	123 MISSION STREET SUITE #1020		SAN FRANCISCO	San Francisco County	CA	94105	VIVIAN.HERNANDEZ@NCCGROUP.COM	415-268-9226
153722	NETTIE BECKER ESCROW INC.	301 NORTH CANON DRIVE		BEVERLY HILLS	Los Angeles County	CA	90210	NETTIEBECKER@NETTIEBECKERESCROW.COM	310-275-4042
159733	OLD REPUBLIC TITLE COMPANY	101 N. BRAND BLVD	14TH FLOOR	GLENDALE	Los Angeles County	CA	91203	acleary@ortc.com	949-836-3055
159733	OLD REPUBLIC TITLE COMPANY	275 BATTERY ST.	STE. 1500	SAN FRANCISCO	San Francisco County	CA	94111	DPHILLIPS@ORTC.COM	415-397-0500
171438	ORANGE COAST TITLE COMPANY	640 N. TUSTIN AVE., SUITE 104		SANTA AMA	Orange County	CA	92705	valsaj@octitle.com	714-558-2836
515631	OVERLAND, PACIFIC & CUTLER, LLC	3750 SCHAUFLE AVE STE 150		LONG BEACH	Los Angeles County	CA	90808	MBRIEF@OPCSERVICES.COM	562-304-2000
148290	PACIFIC CORPORATE & TITLE SERV	914 S STREET		SACRAMENTO	Sacramento County	CA	95811	JEANJ@PACCORP.COM	916-558-4988
142000	PACIFIC REAL ESTATE CONSULTANT	668 N COAST HWY	STE 1409	LAGUNA BEACH	Orange County	CA	92651	PACRECON@PACBELL.NET	949-752-9323
518780	PARAGON PARTNERS, LTD.	5660 KATELLA AVE	STE 100	CYPRESS	Orange County	CA	90630	KVIODES@PARAGON-PARTNERS.COM	714-379-3376
165813	PAUL S GOMES	C & C TECHNICAL SOLUTIONS	1801 COMMONWEALTH AVE	ALHAMBRA	Los Angeles County	CA	91803	GOMES_SP@YAHOO.CO.UK	310-483-3682
189415	PENNER AND ASSOCIATES INC	VALBRIDGE PROPERTY ADVISORS	1370 BREA BLVD STE 255	FULLERTON	Orange County	CA	92835	jpenner@valbridge.com	714-449-0304
186216	PEREGRINE REALTY PARTNERS INC	915 WILSHIRE BLVD STE 2060		LOS ANGELES	Los Angeles County	CA	90017	mchappell@peregrinerp.com	213-797-6204
144925	PGP VALUATION INC.	750 B STREET, SUITE 3250		SAN DIEGO	San Diego County	CA	92101	TUCKER.HOHENSTEIN@COLLIERS.COM	619-814-4701
515606	PREFERRED BANK ESCROW 99-15	18321 VENTURA BLVD.	SUITE 100	TARZANA	Los Angeles County	CA	91356	CRAIG.MILLER@PREFERRED BANK.COM	818-668-8819
195270	PRIMA SERVICE	1817 E GRAND AVE UNIT 12		ESCONDIDO	San Diego County	CA	92027	ballofire@gmail.com	951-240-8651
134445	PROPERTY INSIGHT LLC	PO BOX 742971		LOS ANGELES	Los Angeles County	CA	90074	MELANIE.COUCHE@PROPERTYINSIGHT.BIZ	909-876-6530
185478	PROPERTY SPECIALISTS INC	CPSI	19681 DA VINCI	FOOTHILL RNCH	Orange County	CA	92610	EJONES@CPSI-ROW.COM	949-299-5308
185478	PROPERTY SPECIALISTS INC	CPSI	19681 DA VINCI	FOOTHILL RNCH	Orange County	CA	92610	EJONES@CPSI-ROW.COM	949-299-5308
173087	PROVIDENT TITLE COMPANY	9300 WILSHIRE BLVD. #100		BEVERLY HILLS	Los Angeles County	CA	90212	K1COHEN@YAHOO.COM	310-291-4214
185407	PROWEST SERVICES, INC.	3825 MILWAUKEE COURT		LA MESA	San Diego County	CA	91941	RICK@PROWESTAPPRAISAL.COM	858-571-0750
190248	RABBIT HOLE & COMPANY	957 CARAWAY DR		WHITTIER	Los Angeles County	CA	90601	rabbithole.co.11@gmail.com	626-260-8515
165595	RENE COTA	4424 FOXRUN DR.		CHINO HILLS	San Bernardino County	CA	91709	rene.cota@cmgalliance.com	909-618-5049
159264	RIGGS & RIGGS, INC.	4195 VALLEY FAIR STREET, SUITE 207		SIMI VALLEY	Ventura County	CA	93065	APPRAISAL@RIGGSANDRIGGSINC.COM	805-578-2400
180522	ROCHELLE R JEFFERSON	269 S BEVERLY DR # 689		BEVERLY HILLS	Los Angeles County	CA	90212	RJESTATESLLC@GMAIL.COM	213-207-6502
503140	RUBIO CANON LAND & WATER	583 E SACRAMENTO ST		ALTADENA	Los Angeles County	CA	91001	LISA@RCLWA.ORG	626-797-0509
190500	RZ TITLE SERVICES INC.	8825 OCEAN VIEW AVE	H	WHITTIER	Los Angeles County	CA	90605	zdelgado@rzttitle.com	562-325-8351
186969	SANTOLUCITO DORE GROUP, INC.	31600 RAILROAD CANYON ROAD	SUITE 100-L	CANYON LAKE	Riverside County	CA	92587	christie@sdgroupinc.com	951-225-3500
188442	SOAVE APPRAISAL	7216 MARINA PACIFICA DR N		LONG BEACH	Los Angeles County	CA	90803	asoave@soaveappraisal.com	562-340-7658
170410	BTI APPRAISAL	575 ANTON BLVD	SUITE 300	COSTA MESA	Orange County	CA	92626	brent@stadialand.com	714-469-9348
185593	STADIA REALTY INC.	575 ANTON BLVD	STE 300	COSTA MESA	Orange County	CA	92626	brent@stadiairealty.com	714-469-9348
126020	THC, INC.	3300 BRECKINRIDGE BLVD	STE 200	DULUTH	Gwinnett County	GA	30096	MMOORE@THCINC.NET	678-735-5192
189216	THE DORE GROUP, INC.	1010 UNIVERSITY AVE	STE C207	SAN DIEGO	San Diego County	CA	92103	LWDORE@THEDOREGROUP.COM	619-933-5040
142820	THE PAR 3 GROUP	101 ATLANTIC AVE.	STE. 104	LONG BEACH	Los Angeles County	CA	90802	RICHIE@RICHIES.US	562-537-7528
177060	THE RICE GROUP, INC.	1321 NORTH ORANGE STREET		LAHABRA	Orange County	CA	90631	CHARLES@THERICEGROUP.BIZ	562-697-3230
181006	TISA AUSTIN	PO BOX 7639		TORRANCE	Los Angeles County	CA	90504	TisaAustin@aol.com	310-703-6241
116562	UNIVERSAL FIELD SERVICES, INC.	18377 BEACH BLVD., STE. 220		HUNTINGTON BEACH	Orange County	CA	92648	LFINNIGAN@UFSRW.COM	916-564-9980
116562	UNIVERSAL FIELD SERVICES, INC.	1900 POINT WEST WAY STE 120		SACRAMENTO	Sacramento County	CA	95815	lvernon@ufsrw.com	916-564-9980
529366	VALENTINE APPRAISAL & ASSOC	23942 LYONS AVE., STE. 212		SANTA CLARITA	Los Angeles County	CA	91321	GSV@VALENTINEAPPRAISAL.COM	661-288-0198
156563	WEST COAST ESCROW	875 S. WESTLAKE BLVD. #102		WESTLAKE VILLAGE	Ventura County	CA	91361	KATHEE.WILSON@WESTCOASTESCROW.COM	805-777-1002
174031	WOOD & ASSOCIATES	10305 ALMAYO AVE., NO. 301		LOS ANGELES	Los Angeles County	CA	90064	DAVID@WOODMAI.COM	213-394-5850

COMMUNITY BUSINESS ENTERPRISE PROGRAM STATISTICAL INFORMATION

FIRM/ORGANIZATION INFORMATION AS PROVIDED BY PROPOSER Title Investigations and Reporting Services

The following information was gathered for statistical purposes only. On final analysis and consideration of award, contractor was selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation, or disability.

FIRM INFORMATION	First Corporate Solutions, Inc.	
CULTURAL/ETHNIC COMPOSITION	% of Ownership	No.
OWNERS/ PARTNERS:	100	1
Black/African American	0	
Hispanic/Latino	0	
Asian or Pacific Islander	0	
American Indian	0	
Filipino	0	
All others	1	
Women (included above)	0	
MANAGERS:		
Black/African American	0	
Hispanic/Latino	1	
Asian or Pacific Islander	1	
American Indian	0	
Filipino	0	
White	11	
Women (included above)	5	
STAFF:		
Black/African American	3	
Hispanic/Latino	8	
Asian or Pacific Islander	7	
All others	0	
Filipino	6	
White	23	
Women (included above)	25	
TOTAL NUMBER OF EMPLOYEES	60	
BUSINESS STRUCTURE	Corporation	
Certified as Minority, Woman, Disadvantaged or Disabled Veteran Business Enterprise?	N/A	



CONTRACT

**BY AND BETWEEN
COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR**

AND

FIRST CORPORATE SOLUTIONS, INC.

FOR

TITLE INVESTIGATION AND REPORTING SERVICES

**CONTRACT PROVISIONS
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
RECITALS		1
1.0	APPLICABLE DOCUMENTS	2
2.0	DEFINITIONS	2
3.0	WORK	5
4.0	TERM OF CONTRACT	5
5.0	CONTRACT SUM	6
5.1	TOTAL CONTRACT SUM	6
5.2	WRITTEN APPROVAL FOR REIMBURSEMENT	6
5.3	NOTIFICATION OF 75% OF TOTAL CONTRACT SUM	6
5.4	NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION / TERMINATION OF CONTRACT	6
5.5	INVOICES AND PAYMENTS	7
5.6	DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER	9
6.0	ADMINISTRATION OF CONTRACT – COUNTY	9
6.1	COUNTY’S ADMINISTRATION	9
6.2	COUNTY’S CONTRACT ADMINISTRATOR	10
6.3	COUNTY’S CONTRACT MANAGER	10
6.4	COUNTY’S DEPARTMENTAL CHIEF INFORMATION OFFICER (DCIO)	10
6.5	COUNTY’S DEPARTMENTAL INFORMATION SECURITY OFFICER (DISO)	11
7.0	ADMINISTRATION OF CONTRACT – CONTRACTOR	11
7.1	CONTRACTOR’S CONTRACT ADMINISTRATOR	11
7.2	CONTRACTOR’S CONTRACT MANAGER	12
7.3	CONTRACTOR’S EMPLOYEES	12
7.4	CONTRACTOR’S FINANCIAL MANAGER	13
7.5	APPROVAL OF CONTRACTOR’S STAFF	14
7.6	CONTRACTOR’S STAFF IDENTIFICATION	14
7.7	BACKGROUND AND SECURITY INVESTIGATIONS	14
7.8	CONFIDENTIALITY	16
8.0	STANDARD TERMS AND CONDITIONS	18
8.1	CHANGE NOTICES AND AMENDMENTS	18
8.2	ASSIGNMENT AND DELEGATION / MERGERS OR ACQUISITIONS	19
8.3	WARRANTIES	20
8.4	BUDGET REDUCTIONS	21
8.5	COMPLAINTS	21

CONTRACT PROVISIONS TABLE OF CONTENTS

8.6	COMPLIANCE WITH APPLICABLE LAW	22
8.7	COMPLIANCE WITH CIVIL RIGHTS LAWS	22
8.8	COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM	23
8.9	CONFLICT OF INTEREST	24
8.10	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR RE-EMPLOYMENT LIST	25
8.11	CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS.....	25
8.12	CONTRACTOR RESPONSIBILITY AND DEBARMENT	26
8.13	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	28
8.14	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.....	28
8.15	COUNTY'S QUALITY ASSURANCE PLAN.....	29
8.16	DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS	29
8.17	EMPLOYMENT ELIGIBILITY VERIFICATION.....	30
8.18	FACSIMILE REPRESENTATIONS.....	30
8.19	FAIR LABOR STANDARDS	30
8.20	FORCE MAJEURE	31
8.21	GOVERNING LAW, JURISDICTION, AND VENUE	31
8.22	INDEPENDENT CONTRACTOR STATUS.....	31
8.23	INDEMNIFICATION	32
8.24	GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE	33
8.25	INSURANCE COVERAGE	37
8.26	LIQUIDATED DAMAGES	39
8.27	MOST FAVORED PUBLIC ENTITY	40
8.28	NONDISCRIMINATION AND AFFIRMATIVE ACTION.....	40
8.29	NON EXCLUSIVITY.....	42
8.30	NOTICE OF DELAYS	42
8.31	DISPUTE RESOLUTION PROCEDURE	42
8.32	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	44
8.33	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	44
8.34	NOTICES.....	45
8.35	PROHIBITION AGAINST INDUCEMENT OR PERSUASION	45
8.36	CALIFORNIA PUBLIC RECORDS ACT	45
8.37	PUBLICITY	46
8.38	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT	46
8.39	RECYCLED BOND PAPER.....	48
8.40	SUBCONTRACTING	48
8.41	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.....	49
8.42	TERMINATION FOR CONVENIENCE	49

**CONTRACT PROVISIONS
TABLE OF CONTENTS**

8.43	TERMINATION FOR DEFAULT	50
8.44	TERMINATION FOR IMPROPER CONSIDERATION.....	52
8.45	TERMINATION FOR INSOLVENCY.....	53
8.46	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	53
8.47	TERMINATION FOR NON-APPROPRIATION OF FUNDS.....	53
8.48	USE OF COUNTY SEAL AND/OR TTC LOGOS.....	54
8.49	VALIDITY	54
8.50	WAIVER.....	54
8.51	WARRANTY AGAINST CONTINGENT FEES.....	54
8.52	WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	55
8.53	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM.....	55
8.54	TIME OFF FOR VOTING.....	55
8.55	GREEN INITIATIVES.....	56
8.56	COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING	56
8.57	COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES	56
8.58	COMPLIANCE WITH THE COUNTY POLICY OF EQUITY	56
8.59	LICENSES, PERMITS, REGISTRATIONS, AND PROFESSIONAL CERTIFICATIONS	57
8.60	PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)	57
9.0	UNIQUE TERMS AND CONDITIONS	57
9.1	CONTRACTOR BUSINESS REQUIREMENTS.....	57
9.2	COUNTY DATA	57
9.3	OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT	58
9.4	PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION	59
9.5	DATA DESTRUCTION	60
	SIGNATURES	61

EXHIBITS TO THE CONTRACT

EXHIBITS

- A STATEMENT OF WORK
- B PRICING SCHEDULE
- C STATEMENT OF WORK AND CONTRACT TECHNICAL EXHIBITS
- D CONTRACTOR'S EEO CERTIFICATION
- E COUNTY'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION
- G FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION
 - G1 CONTRACTOR ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT
 - G2 CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT
 - G3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT
- H JURY SERVICE ORDINANCE (CONTRACTOR EMPLOYEE JURY SERVICE)
- I SAFELY SURRENDERED BABY LAW
- J DEFAULTED PROPERTY TAX REDUCTION PROGRAM

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR
AND
FIRST CORPORATE SOLUTIONS, INC.
FOR
TITLE INVESTIGATION AND REPORTING SERVICES**

This Contract and Exhibits made and entered into this ____ day of _____, 2021 by and between the County of Los Angeles, hereinafter referred to as County and First Corporate Solutions, Inc., hereinafter referred to as Contractor. First Corporate Solutions, Inc. is located at 914 S Street, Sacramento, CA 95811.

RECITALS

WHEREAS, pursuant to [Government Code Section 31000](#) which authorizes the Board of Supervisors (Board) to contract for special services; and

WHEREAS, the County desires to contract with a private business for Title Investigation and Reporting Services and the County has determined that the Title Investigation and Reporting Services to be provided under this Contract are extraordinary and necessary; and

WHEREAS, the Contractor is a private firm specializing in providing Title Investigation and Reporting Services, herein after referred to as "Services;" and

WHEREAS, the Contractor has submitted a proposal to the Treasurer and Tax Collector (TTC) for the provision of such Services and based upon the Request for Proposals (RFP) process, Contractor has been selected for recommendation for award of such Contract; and

WHEREAS, the TTC on behalf of the County shall administer said Contract;

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, and J are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of this Contract and then to the Exhibits according to the following priority.

STANDARD EXHIBITS:

- EXHIBIT A - Statement of Work
- EXHIBIT B - Pricing Schedule
- EXHIBIT C - Statement of Work and Contract Technical Exhibits
- EXHIBIT D - Contractor's EEO Certification
- EXHIBIT E - County's Administration
- EXHIBIT F - Contractor's Administration
- EXHIBIT G - Contractor Acknowledgement and Confidentiality Agreement (Forms Required at the Time of Contract Execution)
- EXHIBIT H - Jury Service Ordinance (Contractor Employee Jury Service)
- EXHIBIT I - Safely Surrendered Baby Law
- EXHIBIT J - Defaulted Property Tax Reduction Program

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Subparagraph 8.1, Change Notices and Amendments, of this Contract, and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used. Capitalized terms that are not defined in this section are used as defined in the Statement of Work, Exhibit A.

2.1 Board of Supervisors: The governing body of the County of Los Angeles.

2.2 Business Days: Monday through Friday, excluding County observed holidays, unless otherwise stated.

- 2.3 Calendar Days:** Monday through Sunday, including County observed holidays, unless otherwise stated.
- 2.4 Contract:** This agreement executed between the County and the Contractor. Included are all supplemental agreements amending or extending the service to be performed. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work including the Statement of Work, Exhibit A.
- 2.5 Contract Term:** The period of the Contract, commencing upon the effective date, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 2.6 Contractor:** The sole proprietor or business that has entered into a Contract with the County to perform or execute the work covered by this Contract.
- 2.7 Contractor's Authorized Official(s):** The individual authorized by the Contractor, that the Contractor represents and warrants such individual has actual authority to execute documents under this Contract on behalf of the Contractor.
- 2.8 Contractor's Contract Administrator:** The individual authorized by the Contractor as principal officer to oversee contractual or administrative matters relating to this Contract that cannot be resolved by the Contractor's Contract Manager.
- 2.9 Contractor's Contract Manager:** The individual authorized by the Contractor to administer the Contract operations under this Contract.
- 2.10 Contractor's Employees:** Any person designated by the Contractor to perform services under this Contract.
- 2.11 County:** The County of Los Angeles.
- 2.12 County Information:** All Data and Information belonging to the County.
- 2.13 County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. Contractor is not required to provide services on County observed holidays unless otherwise stated in the Statement of Work or Contract. The following are the holidays observed by the County:
- New Year's Day
 - Martin Luther King, Jr.'s Birthday
 - Presidents' Day

- Cesar Chavez Day
- Memorial Day
- Independence Day
- Labor Day
- Indigenous Peoples' Day
- Veterans' Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Day

- 2.14 County's Contract Administrator:** The individual authorized by the TTC with authority for the County to oversee contractual or administrative matters relating to this Contract that cannot be resolved by the County's Contract Manager.
- 2.15 County's Contract Manager:** The individual authorized by the County's Contract Administrator to manage the operations under this Contract.
- 2.16 Data:** A subset of Information comprised of qualitative or quantitative values.
- 2.17 Day(s):** Calendar day(s) unless otherwise specified.
- 2.18 Fiscal Year:** The 12-month period beginning July 1st and ending the following June 30th.
- 2.19 Proposal:** A Contractor's response to an RFP detailing the Contractor's proposed work specifications and pricing for performing the work requested in the County's solicitation.
- 2.20 Statement of Work (SOW):** A written description of tasks, deliverables, and/or other work required by the County pursuant to this Contract, attached as Exhibit A.
- 2.21 Subcontractor(s):** Any individual, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services, equipment, and/or materials to Contractor in furtherance of Contractor's performance under this Contract, under oral or written agreement.
- 2.22 Treasurer and Tax Collector:** The director of the County of Los Angeles Department of Treasurer and Tax Collector.
- 2.23 TTC:** The County of Los Angeles Department of Treasurer and Tax Collector.

3.0 WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein, including, but not limited to, Exhibit A, SOW.
- 3.2** The Contractor agrees that the performance of work and services pursuant to the requirements of this Contract shall conform to high professional standards as exist in the Contractor's profession or field of practice.
- 3.3** If the Contractor provides any tasks, goods, services, and/or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor without consideration, and the Contractor shall have no claim whatsoever against the County for those tasks, goods, services, and/or other work.

4.0 TERM OF CONTRACT

- 4.1** The initial Term of this Contract shall be three years commencing upon approval by the Board or March 1, 2021, whichever is later, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** After the initial term, the County shall have the sole option to extend the Contract Term for up to two additional one-year and/or six month-to-month extensions, for a maximum total Contract Term of five years and six months. The TTC may exercise each such extension option at its sole discretion. In the event the TTC desires to renew the Contract by exercising an option term, the TTC shall provide Contractor with a written notice of intent to renew the Contract at least 30 calendar days prior to the expiration of the then current term of the Contract. The option to renew shall be set forth in writing, as provided in Subparagraph 8.1, Change Notices and Amendments, of this Contract.
- 4.3** The County maintains a database that tracks/monitors Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a Contract Term extension option.
- 4.4** The Contractor shall notify the County's Contract Administrator when this Contract is within six months of the expiration of the Contract Term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the County's Contract Administrator at the address herein provided in Exhibit E, County's Administration.

5.0 CONTRACT SUM

5.1 TOTAL CONTRACT SUM

- 5.1.1 The maximum Contract Sum under the terms of this Contract shall be the total monetary amount payable by the County to the Contractor for provision of the Services specified herein in accordance with Exhibit B, Pricing Schedule, and shall not exceed \$800,000 for the first year of this Contract.
- 5.1.2 Contract rates specified in Exhibit B, Pricing Schedule, shall remain firm and fixed for the Contract Term including all option extensions.

5.2 WRITTEN APPROVAL FOR REIMBURSEMENT

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

5.3 NOTIFICATION OF 75% OF TOTAL CONTRACT SUM

The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred 75% of the total contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the TTC at the address herein provided in Exhibit E, County's Administration.

5.4 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION / TERMINATION OF CONTRACT

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of

County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 INVOICES AND PAYMENTS

- 5.5.1** The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A, SOW, and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B, Pricing Schedule, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.
- 5.5.2** The Contractor's invoices shall be priced in accordance with Exhibit B, Pricing Schedule. Failure to comply with prices as established in Exhibit B, Pricing Schedule, may result in assessed liquidated damages. The assessment of liquidated damages does not relieve the Contractor from the responsibility of correcting invoices.
- 5.5.3** TTC will pay all invoices via Electronic Funds Transfer. The Contractor is responsible for updating banking information timely if there are any changes, and notify Fiscal Services Section at tcbudget@ttc.lacounty.gov.
- 5.5.4** The Contractor's invoices shall be legible and contain the information set forth in Exhibit A, SOW, describing the tasks, deliverables, goods, services, and/or other work for which payment is claimed. Each monthly invoice shall include the following information:
- Contractor's name and address.
 - TTC's name and address.
 - Contractor's Vendor Identification Number that the County assigns.
 - Contractor's Tax Identification Number and remittance address.
 - Invoice date, unique invoice number, and the month and year when the service(s) was delivered.
 - Enumerate the item number, parcel number, the cost per report completed, service type, tax year and auction type, target name, parcel number, and quantity.
 - The invoice shall group like services (e.g. Parties of Interest Reports, Date Downs Reports) and auction types (e.g. 2014A,

2014B) together providing subtotals for each, as well as to an invoice total.

- Each line item on the invoice should be numbered sequentially.

5.5.5 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

5.5.6 All invoices and supporting documentation shall be submitted via email to:

tcbudget@ttc.lacounty.gov

5.5.7 The County's Contract Manager may request Contractor to provide a revised, annotated invoice based on an identified discrepancy. Revised or corrected invoices must be properly marked. Revised invoices must indicate "Revised" if using the same invoice number, or "Cancel/Supersede" and reference the original invoice number, if using a new invoice number.

5.5.8 COUNTY APPROVAL OF INVOICES

All invoices submitted by the Contractor for payment must have the written approval of the County Contract Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.9 DISPUTED FEES

County shall review each invoice and report any discrepancies or disputed fees to the Contractor in writing or email within 15 working days from receipt of an invoice. Within 30 calendar days after the Contractor receives County notification of any discrepancies or disputed fees, the Contractor shall provide County a written justification detailing the basis for such fees. If County does not hear from the Contractor within the 30 calendar day period, the discrepancies noted and charges approved by County shall be deemed accepted and agreed to by the Contractor. County shall authorize payment of disputed fees promptly upon resolution of such dispute to the reasonable satisfaction of County and the Contractor.

5.5.10 OVERPAYMENTS OF INVOICES

Any overpayment received by the Contractor shall be returned to County within 30 days of discovery by the Contractor or notification by County Contract Manager, whichever occurs first.

5.5.11 LOCAL SMALL BUSINESS ENTERPRISES (SBE) – PROMPT PAYMENT PROGRAM (IF APPLICABLE)

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

5.6 DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER

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

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

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

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

6.0 ADMINISTRATION OF CONTRACT – COUNTY

6.1 COUNTY’S ADMINISTRATION

A listing of all County’s Administration referenced in the following subparagraphs is designated in Exhibit E, County’s Administration. The

County will notify the Contractor in writing of any change in the names or addresses shown.

The TTC shall assign a County Contract Administrator and a County Contract Manager to provide, among other things, overall management and coordination of the Contract and act as liaisons for the TTC.

The TTC will notify the Contractor in writing of the names, addresses, and telephone numbers of the individuals designated to act as the County's Contract Administrator and Contract Manager.

6.2 COUNTY'S CONTRACT ADMINISTRATOR

- 6.2.1** The County's Contract Administrator is responsible for ensuring that the Contractor meets the objectives of this Contract and determines the Contractor's compliance with the Contract. This includes inspecting all tasks, deliverable, goods, services, or other work provided by or on behalf of the Contractor.
- 6.2.2** The County's Contract Administrator is responsible for providing, among other things, overall direction to the Contractor in the areas relating to County policy, TTC policy, information requirements, and procedural requirements.
- 6.2.3** The County's Contract Administrator is not authorized to make any changes in any of the terms and conditions of this Contract, except as permitted in accordance with Subparagraph 8.1, Change Notices and Amendments, of this Contract and is not authorized to further obligate the County in any respect whatsoever.

6.3 COUNTY'S CONTRACT MANAGER

- 6.3.1** The County's Contract Manager is responsible for managing all operational matters under the Contract; requesting meetings as needed with the Contractor's Contract Manager; and inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.
- 6.3.2** The County's Contract Manager is not authorized to make changes to the terms and conditions of the Contract and is not authorized to further obligate the County in any respect whatsoever.

6.4 COUNTY'S DEPARTMENTAL CHIEF INFORMATION OFFICER (DCIO)

The DCIO is responsible for managing the planning, design, coordination,

development, implementation, and maintenance of the Department's information systems.

6.5 COUNTY'S DEPARTMENTAL INFORMATION SECURITY OFFICER (DISO)

The DISO develops and implements departmental Information Technology (IT) security application, policies, standards, and procedures intended to prevent the unauthorized use, release, modification, loss, or destruction of Data and to ensure the integrity and security of the Department's IT infrastructure.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

The Contractor shall assign a sufficient number of employees to perform the required work. The Contractor shall appoint at least one authorized on-site employee to act for the Contractor in every detail and that employee must speak and read fluently in English.

A listing of all Contractor's Administration referenced in the following Subparagraphs is designated in Exhibit F, Contractor's Administration. The Contractor will notify the County in writing of any change in the names or addresses shown.

7.1 CONTRACTOR'S CONTRACT ADMINISTRATOR

7.1.1 The Contractor's Contract Administrator shall be a full-time employee of the Contractor. The Contractor's Contract Administrator shall be a principal officer in the Contractor's office to service this Contract and to act as a liaison for the Contractor in coordinating the performance of services under the Contract. The Contractor shall provide the TTC, in writing of the name, address, and telephone number of the individual designated to act as the Contractor's Contract Administrator at the time the Contract is implemented and as changes occur during the Contract Term. Such notification shall be made by the Contractor no later than five business days after a change occurs and will include a current resume for the new Contractor's Contract Administrator.

7.1.2 The Contractor's Contract Administrator shall be responsible for the Contractor's performance of all tasks, deliverables, goods, services or other work provided by or on behalf of the Contractor and ensure the Contractor's compliance with the Contract.

7.1.3 The Contractor's Contract Administrator shall be available to meet and confer with the County's Contract Administrator on an as

needed basis either in person or by telephone as mutually agreed by the parties, to review Contract performance and discuss Contract coordination. Such meetings shall be conducted at a time and place as mutually agreed by the parties.

7.2 CONTRACTOR'S CONTRACT MANAGER

- 7.2.1** The Contractor's Contract Manager shall be a full-time employee of the Contractor. The Contractor shall inform the County's Contract Administrator in writing of the name, address, and telephone number of the individual designated to act as the Contractor's Contract Manager at the time this Contract is implemented and as changes occur during the Contract Term. Such notification shall be made by the Contractor no later than five business days after a change occurs and will include a current resume for the new Contractor's Contract Manager.
- 7.2.2** The Contractor's Contract Manager shall have full authority to act on behalf of the Contractor on all matters related to the Contractor's day-to-day activities as related to the Contract and shall coordinate with County's Contract Manager on a regular basis.
- 7.2.3** The Contractor's Contract Manager shall be available during work hours, 8:00 a.m. to 5:00 p.m. Pacific Time (PT), Monday through Friday, for telephone and email contact and to meet as needed with the County's Contract Manager to discuss the Contract.

7.3 CONTRACTOR'S EMPLOYEES

- 7.3.1** The Contractor shall provide its employees with a standard photo identification badge acceptable to the TTC, which include a recent picture of the employee, the employee's name, and the name of the Contractor.
- 7.3.2** The Contractor is responsible for providing training and supervising employees assigned to perform services under this Contract. All employees the Contractor assigns to perform these services shall at all times be employees of the Contractor; and, the Contractor shall have the sole right to hire, suspend, discipline, or discharge them. However, any employee, who in the opinion of the County is performing unsatisfactory work, shall be removed from the performance of services related to this Contract immediately upon the written request of the County's Contract Manager.

7.3.3 The Contractor shall ensure a high standard of conduct of the Contractor's employees, including compliance at all times with all applicable local, state, and federal laws and regulations related to title investigation reporting services, and the specific requirements of this Contract.

7.3.4 For any work, in which the Contractor requires a Subcontractor to perform services under this Contract, the Contractor shall first notify and receive the County's Contract Administrator's written approval.

7.3.5 The Contractor's employees assigned to provide services under this Contract shall:

- a. Communicate effectively using good judgment and discretion;
- b. Be trained sufficiently in performing the services; and
- c. Comply with the requirements of this Contract.

7.3.6 NOTICE OF PERSONNEL CHANGES

The Contractor shall inform the County's Contract Administrator in writing of the names, addresses, and telephone numbers of the individuals designated to act as Contractor's Contract Administrator, Contract Manager, and Financial Manager at the time the Contract is implemented and as changes occur during the Contract Term. The Contractor shall make such notification no later than five business days after a change occurs and shall include a current resume for the newly designated person. The County shall have the right to approve the assignment or replacement of any personnel by the Contractor.

7.4 CONTRACTOR'S FINANCIAL MANAGER

Exhibit F, Contractor's Administration, reflects the designation of the Contractor's Financial Manager. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Financial Manager.

The Contractor shall assign a Financial Manager to act as liaison for the Contractor and have full authority to act on behalf of Contractor in all matters related to payments and fees under this Contract. The Contractor's Financial Manager shall be available during work hours, 8:00 a.m. to 5:00 p.m. PT, Monday through Friday, for telephone and email contact and to meet with County personnel regarding any invoices issued under this Contract.

7.5 APPROVAL OF CONTRACTOR'S STAFF

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Contract Manager provided, however, that such approval by County shall not be unreasonably withheld, delayed or conditioned. A change in Contractor's Contract Manager or critical senior staff without County approval may result in Contract termination at County's discretion.

7.6 CONTRACTOR'S STAFF IDENTIFICATION

- 7.6.1** The Contractor shall provide adequate staff to complete the Title Investigation and Reporting Services.
- 7.6.2** The Contractor shall provide all staff assigned to this Contract with a photo identification badge in accordance with the County specifications. Specifications may change at the discretion of the County and the Contractor will be provided new specifications as required. The format and content of the badge is subject to the TTC's approval prior to the Contractor implementing the use of the badge. The Contractor's staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.
- 7.6.3** The Contractor shall notify the TTC within one business day when staff is terminated from working under this Contract. The Contractor shall retrieve and immediately destroy the staff's County photo ID badge at the time of removal from the County Contract.
- 7.6.4** If the TTC requests the removal of the Contractor's staff, the Contractor is responsible to retrieve and immediately destroy the Contractor's staff's County photo Identification badge at the time of removal from working on the Contract.

7.7 BACKGROUND AND SECURITY INVESTIGATIONS

- 7.7.1** Each of the Contractor's staff performing work under this Contract, who is in a designated sensitive position, as determined by the TTC in the TTC's sole discretion, shall undergo and pass, to the satisfaction of the TTC, a background investigation as a condition of beginning and continuing to work under this Contract. Typically, the positions required to undergo and pass a background investigation include but are not limited to, Contractor's Contract Administrator, Contractor's Contract

Manager, and staff that have access to County information and/or assets.

Such background investigation shall be obtained through fingerprints submitted to the California Department of Justice (DOJ) to include state, local, and federal level review, which include, but may not be limited to, criminal conviction information. Examples of disqualifying factors include, but are not limited to, bribery, robbery, theft, fraud, embezzlement, forgery, extortion, perjury, convictions involving a controlled substance, convictions involving stolen property, any felony conviction, a misdemeanor conviction involving moral turpitude, or any job-related misdemeanor conviction. The fees associated with background investigation shall be at the expense of the Contractor regardless if the member of Contractor's staff passes or fails the background investigation.

- 7.7.2** The Contractor shall provide to the TTC the legal name of each person in a designated sensitive position and the dates on which said persons submitted fingerprints to the California DOJ. The Contractor shall provide such information in writing within five calendar days of the date on which the fingerprinting occurred.
- 7.7.3** A member of Contractor's staff shall not begin to perform services under the Contract until he/she has successfully passed a background investigation to the satisfaction of the TTC.
- 7.7.4** During the Contract Term, if the TTC identifies a subsequent disqualifying factor for a member of the Contractor's staff, the TTC shall request that the member of the Contractor's staff be immediately removed from performing services under the Contract. Contractor shall promptly comply with the TTC's request.
- 7.7.5** The TTC will request the Contractor to advise the Contractor's staff member who did not pass the background investigation or who received a subsequent disqualifying factor to contact the TTC immediately to receive a copy of the Criminal Offender Record Information obtained from the DOJ through the TTC's background investigation.
- 7.7.6** The TTC may request that Contractor's staff be immediately removed from working on this Contract at any time during the Contract Term.
- 7.7.7** The TTC, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff who

do not pass such investigation to the satisfaction of the TTC or whose background or conduct is incompatible with TTC facility access.

7.7.8 Disqualification of any member of the Contractor's staff pursuant to this Subparagraph 7.7 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.7.9 The Contractor shall supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training will cover, but may not be limited to the following topics:

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
- d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) **Privacy:** The Contractor's Privacy Policies and procedures as described in this Exhibit and this Contract.

The Contractor shall have an established set of procedures to ensure the Contractor's employees promptly report actual and/or suspected breaches of security.

7.8 CONFIDENTIALITY

7.8.1 The Contractor shall maintain the confidentiality of all records and information obtained from the County under this Contract in

accordance with all applicable federal, State or local laws, ordinances, regulations, directives, guidelines, policies, and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

- 7.8.2** The Contractor's employees may use Data received from the County only to perform functions as defined by this Contract.
- 7.8.3** Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the County are allowable. Any other use or disclosure of Data received requires the express approval in writing from the County. No work shall duplicate, disseminate or disclose any Data except as allowed in this agreement.
- 7.8.4** Access to Data received from the County shall be restricted only to workers who need the Data to perform their official duties in the performance of this Contract.
- 7.8.5** The Contractor's employees who access, disclose or use the Data for a purpose not authorized by this Contract may be subject to civil and criminal sanctions contained in applicable federal and state statutes.
- 7.8.6** The Contractor shall indemnify, defend, and hold harmless County, County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or subcontractors, to comply with this Subparagraph, as determined by County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Subparagraph shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in

each case, on behalf of County without County's prior written approval.

- 7.8.7** The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.8.8** The Contractor shall sign and adhere to the provisions of the Contractor Acknowledgment and Confidentiality Agreement, Exhibit G1.
- 7.8.9** The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the Contractor Employee Acknowledgment and Confidentiality Agreement, Exhibit G2.
- 7.8.10** The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the Contractor Non-Employee Acknowledgment and Confidentiality Agreement, Exhibit G3.
- 7.8.11** During the Term of the Contract, the Contractor shall maintain an updated file of the signed forms and shall forward copies of all signed forms to the County Contract Administrator whenever changes in personnel occur.

8.0 STANDARD TERMS AND CONDITIONS

8.1 CHANGE NOTICES AND AMENDMENTS

- 8.1.1** The County reserves the right to initiate Change Notices that **do not affect** the scope of work, term, Contract Sum, fees or payments. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by the County's Contract Administrator.
- 8.1.2** For any change, which affects the Contract Sum, fees or payments and/or SOW that does not materially alter the Contract, an Amendment to this Contract shall be prepared and executed by the Contractor and by the Treasurer and Tax Collector or his/her designee, provided County Counsel approval is obtained prior to execution of such Amendment(s).
- 8.1.3** For any change which affects the Contract Term, Contract Sum, the fees, the SOW, or any provision under this Contract, that materially alters the Contract, an Amendment to this Contract shall be

prepared and executed by the Contractor and by the County's Board, except that the TTC is expressly authorized to increase the Contract Sum set forth in Paragraph 5.0, Contract Sum, not to exceed 15% of the total Contract Sum for a particular contract year based on an increase in work volume. Any such change shall be in writing and signed by the Contractor and the Treasurer and Tax Collector or his/her authorized designee.

8.1.4 The Board or Chief Executive Officer (CEO) or designee may require the addition and/or change of certain terms and conditions in the Contract during the Contract Term. The County reserves the right to add and/or change such provisions as required by the Board or CEO. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Treasurer and Tax Collector or his/her authorized designee.

8.1.5 The Treasurer and Tax Collector or his/her designee may, at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0, Term of Contract. For the exercise of the TTC's optional one-year and/or month-to-month extensions, a written notice shall be prepared and signed by the Treasurer and Tax Collector or his/her designee and delivered to the Contractor at least 30 calendar days prior to the expiration of the current Contract Term. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions.

8.2 ASSIGNMENT AND DELEGATION / MERGERS OR ACQUISITIONS

8.2.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

8.2.2 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subparagraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole

discretion, against the claims, which the Contractor may have against the County.

8.2.3 Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract. However, an equity ownership adjustment or other administrative change of Contractor, which does not result in a change of actual management or ownership of Contractor, shall require the written consent of TTC, or his designee, not a written amendment to the Contract. Any such written consent shall become part of this Contract.

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

8.3 WARRANTIES

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

8.3.2 The Contractor represents and warrants that the Services will be performed in a professional, competent, and timely manner by appropriately qualified Contractor staff in accordance with this Contract and consistent with industry best practices.

- 8.3.3** The Contractor represents and warrants that there is no pending or threatened litigation that would have a material adverse impact on its performance under the Contract.

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any Fiscal Year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that Fiscal Year and any subsequent Fiscal Year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 COMPLAINTS

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

- 8.5.1** Within ten business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2** The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3** If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within ten business days for County approval.
- 8.5.4** If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5** The Contractor shall preliminarily investigate all complaints and notify the County's Contract Manager of the status of the investigation within five business days of receiving the complaint.
- 8.5.6** When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

- 8.5.7** Copies of all written responses shall be sent to the County's Contract Manager within three business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

- 8.6.1** In the performance of this Contract, Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2** Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Subparagraph 8.6, Compliance with Applicable Law, shall be conducted by the Contractor and performed by the counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by the County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the [Civil Rights Act of 1964](#), 42 USC Sections 2000e (1) through 2000e (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under

this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D, Contractor's EEO Certification.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 JURY SERVICE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in [Sections 2.203.010 through 2.203.090 of the County Code](#), a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

8.8.2 WRITTEN EMPLOYEE JURY SERVICE POLICY

1. JURY SERVICE POLICY

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

2. CONTRACTOR

For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less

within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. EXCEPTION STATUS

If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the Contractor continues to qualify for an exception to the Program.

4. JURY SERVICE POLICY VIOLATION

The Contractor’s violation of this Subparagraph, of this Contract, may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

8.9.1 PARTY TO CONFLICT OF INTEREST

No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in

this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 COMPLIANCE

The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the Term of this Contract. The Contractor warrants by submitting the form of Certification of No Conflict of Interest, attached hereto as Exhibit C that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR RE-EMPLOYMENT LIST

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

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should the contractor require additional or replacement personnel after the effective date of this Contract, the contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the contractor. Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and

BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 RESPONSIBLE CONTRACTOR

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

8.12.2 CHAPTER 2.202 OF THE COUNTY CODE

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

8.12.3 NON-RESPONSIBLE CONTRACTOR

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

8.12.4 CONTRACTOR HEARING BOARD

1. If there is evidence that the Contractor may be subject to debarment, the TTC will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and TTC shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five years, the Contractor may after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or

termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

7. **SUBCONTRACTORS OF CONTRACTOR**

These terms shall also apply to Subcontractors of the Contractor.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business within Los Angeles County. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

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

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

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. The Contractor's deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected may be reported to the Board.

The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than 30 days after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, ([P.L. 99-603](#)), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

The Contractor shall indemnify, defend, and hold harmless, the County, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation by the Contractor of any Federal and State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile and/or PDF signatures as representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and/or Amendments prepared pursuant to Subparagraph 8.1, Change Notices and Amendments, and Subparagraph 8.34, Notices, respectively, and received via communications facilities (including emails), as legally sufficient evidence that such original signatures have been affixed to Change Notices and/or Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents or PDF documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

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

8.20 FORCE MAJEURE

- 8.20.1** Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Subparagraph as "force majeure events").
- 8.20.2** Notwithstanding the foregoing, a default by a subcontractor of the Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both the Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, the Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.3** In the event the Contractor's failure to perform arises out of a force majeure event, the Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.22 INDEPENDENT CONTRACTOR STATUS

- 8.22.1** This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be,

or be construed to be, the employees or agents of the other party for any purpose whatsoever.

- 8.22.2** The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3** The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.22.4** As previously instructed in Subparagraph 7.8, Confidentiality, of this Contract, the Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the Contractor Employee Acknowledgment and Confidentiality Agreement, Exhibit G2. The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the Contractor Non-Employee Acknowledgment and Confidentiality Agreement, Exhibit G3.

8.23 INDEMNIFICATION

The Contractor shall reimburse the County for, and shall indemnify, defend and hold harmless the County, its officers, fiduciaries (excluding the Contractor) and employees and agents, from and against any and all claims, demands, damages, liabilities, losses, suits, costs, charges, expenses including, without limitation, defense costs, accounting and other expert, consulting, or professional fees, reasonable attorneys' fees and court costs, judgments, fines and penalties ("Claims"), arising from, connected with or relating in any manner to any bad faith, negligence, misconduct, misrepresentation, infringement of intellectual property rights, breach of the Standard of Care, breach of Contract or violation of any Legal Requirement of this Contract, by the Contractor, its officers, employees, agents, or subcontractors, acting or failing to act in connection with this Contract, as determined by County in its sole judgment subject to the limits of \$2 million per occurrence and \$10 million aggregate annually. Any legal defense pursuant to Contractor's indemnification and hold harmless obligations under this Paragraph 8.23 shall be conducted

by Contractor and performed by the counsel selected by Contractor and approved by County, which approval shall not be unreasonably withheld. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by the County in its sole reasonable judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval. This indemnification and hold harmless provision shall survive the termination of this Contract.

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting the Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, the Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Subparagraphs 8.24 and 8.25 of this Contract. Such insurance shall be primary to and not combined with other insurance or self-insurance programs maintained by the County. 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 the Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities that may arise from or relate to this Contract.

8.24.1 EVIDENCE OF COVERAGE AND NOTICE TO COUNTY

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

insurer(s). The Insured party named on the COI shall match the name of the Contractor identified as the contracting party in this Contract. COIs shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners (NAIC) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000, and list any County required endorsement forms.

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

County of Los Angeles
Department of Treasurer and Tax Collector
Contracts Section
500 West Temple Street, Room 464
Los Angeles, California 90012

6. The Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County's property, monies or securities entrusted to the Contractor. The Contractor also shall promptly notify County of any third party claim or suit filed against the Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against the Contractor and/or County.
7. In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

8.24.2 ADDITIONAL INSURED STATUS AND SCOPE OF COVERAGE

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) shall be provided additional insured status under

Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the, County and its Agents. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor, or to the County, and/or its Agents. The full policy limits and scope of protection also shall apply to the County and its Agents as additional insureds, even if they exceed the minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 CANCELLATION OF OR CHANGES IN INSURANCE

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

8.24.4 FAILURE TO MAINTAIN INSURANCE

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

8.24.5 INSURER FINANCIAL RATINGS

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

8.24.6 CONTRACTOR'S INSURANCE SHALL BE PRIMARY

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

8.24.7 WAIVERS OF SUBROGATION

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

8.24.8 SUBCONTRACTOR INSURANCE COVERAGE REQUIREMENTS

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

8.24.9 DEDUCTIBLES AND SELF-INSURED RETENTIONS (SIRS)

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

8.24.10 CLAIMS MADE COVERAGE

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date

of this Contract. The Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following Contract expiration, termination or cancellation.

8.24.11 APPLICATION OF EXCESS LIABILITY COVERAGE

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

8.24.12 SEPARATION OF INSURED

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

8.24.13 ALTERNATIVE RISK FINANCING PROGRAMS

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

8.24.14 COUNTY REVIEW AND APPROVAL OF INSURANCE REQUIREMENTS

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

8.25 INSURANCE COVERAGE

8.25.1 COMMERCIAL GENERAL LIABILITY INSURANCE

Provides scope of coverage equivalent to ISO policy form CG 00 01 naming County and its Agents as an additional insured, with limits of not less than:

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

8.25.2 AUTOMOBILE LIABILITY INSURANCE

Provides scope of coverage equivalent to ISO policy form CA 00 07 and CA 00 08 with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of the Contractor's use of autos pursuant to this Contract, including hired, and/or non-owned autos, as each may be applicable. Contractor verifies that there are no company owned vehicles for use under this Contract. Contractor agrees to notify the County if any company owned vehicles are acquired for use under this Contract by any means including but not limited to owned, or leased, autos, as each may be applicable, and obtain insurance coverage equivalent to ISO policy form CA 00 01 commercial auto coverage with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident for any company acquired vehicles. In the event that Contractor fails to inform the County of any company owned acquired vehicles used, and provision of the requisite insurance coverage, Contractor shall be solely responsible for any bodily injury and property damage for each and every incident and shall indemnify the County of Los Angeles for any claims asserted as a result of each incident.

8.25.3 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE OR QUALIFIED SELF-INSURANCE

Satisfy statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If the Contractor will provide leased employees, or is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice shall be provided to the County at least ten days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS

Insurance covering the Contractor's liability arising from or related to this Contract, with limits of not less than \$2 million per claim and \$4 million aggregate. Further, the Contractor understands

and agrees it shall maintain such coverage for a period of not less than three years following this Agreement's expiration, termination or cancellation.

8.25.5 PRIVACY/NETWORK SECURITY (CYBER)

Liability coverage providing protection against liability for (1) privacy breaches [liability arising from the loss or disclosure of confidential information no matter how it occurs]; (2) system breach; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious software code; (5) unauthorized access to or use of computer systems with limits not less than \$5 million. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.26 LIQUIDATED DAMAGES

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

8.26.2 If the Treasurer and Tax Collector or his/her designee determines that there are deficiencies in the performance of this Contract that the Treasurer and Tax Collector or his/her designee deems correctable by the Contractor over a certain time span, the Treasurer and Tax Collector or his/her designee will provide a written notice to the Contractor to correct the deficiency within specified timeframes. Should the Contractor fail to correct deficiencies within said timeframe, the Treasurer and Tax Collector or his/her designee may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified timeframe. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be as specified in Exhibit C, Statement of Work and Contract Technical Exhibit 2 (Performance Requirements Summary (PRS) Chart), of this

Contract, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be the County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in Subparagraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This Subparagraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Subparagraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the Contract Term provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D, Contractor's EEO Certification.

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry,

national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and state anti-discrimination laws and regulations. Such action shall include, but is not limited to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4** The Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 8.28.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and state laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6** The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Subparagraph (Nondiscrimination and Affirmative Action), of this Contract, when so requested by the County.
- 8.28.7** If the County finds that any provisions of this Subparagraph (Nondiscrimination and Affirmative Action), of this Contract, have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated federal or state anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

- 8.28.8** The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of \$500 for each

such violation pursuant to [California Civil Code Section 1671](#) as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON EXCLUSIVITY

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

8.30 NOTICE OF DELAYS

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

8.31 DISPUTE RESOLUTION PROCEDURE

It is the intent of the parties that all disputes arising under this Contract be resolved expeditiously, amicably, and at the level within each party's organization that is most knowledgeable about the disputed issue. The parties understand and agree that the procedures outlined in this subparagraph are not intended to supplant the routine handling of inquiries and complaints through informal contact with their respective managers. Accordingly, for purposes of the procedures set forth in this subparagraph, a "dispute" shall mean any action, dispute, claim, or controversy of any kind, whether in contract or tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with, or in any way pertaining to this Contract.

8.31.1 Contractor and County agree to act with urgency to mutually resolve any disputes, which may arise with respect to this Contract. All such disputes shall be subject to the provisions of this Subparagraph 8.31, Dispute Resolution Procedure, (such provisions shall be collectively referred to as the "Dispute Resolution Procedure"). Time is of the essence in the resolution of disputes.

8.31.2 Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance, which the County determines should be delayed as a result of such dispute.

- 8.31.3** If Contractor fails to continue without delay its performance hereunder which the County, in its sole discretion, determines should not be delayed as a result of such dispute, then any additional costs, which may be incurred by the Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by the Contractor, and Contractor shall make no claim whatsoever against the County for such costs. Contractor shall promptly reimburse the County for such County costs, as determined by the County, or County may deduct all such additional costs from any amounts due to the Contractor from the County.
- 8.31.4** If County fails to continue without delay to perform its responsibilities under this Contract, which County determines should not be delayed as a result of such dispute, then any additional costs incurred by the Contractor or the County as a result of County's failure to continue to so perform shall be borne by the County, and County shall make no claim whatsoever against the Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by the County.
- 8.31.5** In the event of any dispute between the parties with respect to this Contract, Contractor and County shall submit the matter to their respective Contract Managers for the purpose of endeavoring to resolve such dispute.
- 8.31.6** In the event that the Contract Managers are unable to resolve the dispute within a reasonable time not to exceed ten days from the date of submission of the dispute to them, then the matter shall be immediately submitted to the parties' respective Contract Administrators for further consideration and discussion to attempt to resolve the dispute.
- 8.31.7** In the event that the Contract Administrators are unable to resolve the dispute within a reasonable time not to exceed ten days from the date of submission of the dispute to them, then the matter shall be immediately submitted to Contractor's president or equivalent and the Treasurer and Tax Collector, or his/her designee. These persons shall have ten days to attempt to resolve the dispute.
- 8.31.8** In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Contract and/or its rights and remedies as provided by law.

8.31.9 All disputes utilizing this dispute resolution procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three levels described in this Subparagraph 8.31, Dispute Resolution Procedure, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

8.31.10 Notwithstanding any other provision of this Contract, County's right to terminate this Contract or to seek injunctive relief to enforce the provisions of Subparagraph 7.8, Confidentiality, shall not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights and shall not be deemed to impair any claims that the County may have against the Contractor or County's rights to assert such claims after any such termination or such injunctive relief has been obtained.

8.31.11 Contractor shall bring to the attention of the County's Contract Manager and/or County's Contract Administrator any dispute between the County and the Contractor regarding the performance of services as stated in this Contract.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees and shall require each Subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I, Safely Surrendered Baby Law. Additional information is available at www.babysafela.org.

8.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit E, County's Administration, and Exhibit F, Contractor's Administration, or via facsimile representation pursuant to Subparagraph 8.18, Facsimile Representation. Addresses may be changed by either party giving ten days' prior written notice thereof to the other party. The Treasurer and Tax Collector or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.36 CALIFORNIA PUBLIC RECORDS ACT

Any documents submitted by the Contractor; all information obtained in connection with the County right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Subparagraph 8.38, Record Retention and Inspection/Audit Settlement, of this Contract; as well as those documents which were required to be submitted in response to the RFP used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the [California Government Code Section 6250](#) et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 PUBLICITY

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

1. The Contractor shall develop all publicity material in a professional manner; and
2. During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Contract Administrator. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County, provided that the requirements of this Subparagraph (Publicity), of this Contract, shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

8.38.1 The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary Data and information shall be kept and maintained by the Contractor and shall be made available to the County during the Contract Term and for a period of five years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in the County, provided that if any such material is located outside of the County,

then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any federal or state auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's A-C within 30 days of the Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.3 Failure on the part of the Contractor to comply with any of the provisions of Subparagraph 8.38, Record Retention and Inspection/Audit Settlement, of this Contract, shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.4 If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's A-C, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.38.5 FINANCIAL STATEMENTS AND PENDING LITIGATION

Beginning one year after the Effective Date of this Contract and every year thereafter until the expiration of this Contract, Contractor shall submit to the County a complete set of financial statements, audited if available, for the 12-month period. Such statements shall, at a minimum, include a Balance Sheet (Statement of Financial Position), and Income Statement (Statement of Operations). In addition, Contractor shall submit a statement

regarding any pending litigation since the Contractor last reported same to the County. The County reserves the right to request these financial statements on a more frequent basis and will so notify Contractor in writing. All financial statements will be kept confidential, only if stamped or marked as confidential on each page of the financial statement.

8.39 RECYCLED BOND PAPER

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

8.40 SUBCONTRACTING

8.40.1 The work requirements of this Contract may not be subcontracted by the Contractor **without the advance written approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request and prior to any work being performed by the Subcontractor:

1. A description of the work to be performed by the Subcontractor;
2. A draft copy of the proposed subcontract; and
3. Other pertinent information and/or certifications requested by the County.

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

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

8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this

Contract. The Contractor is responsible to notify its Subcontractors of this County right.

8.40.6 The County's Contract Administrator is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by County, Contractor shall forward a fully executed subcontract to the County for its files.

8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.40.8 The Contractor shall obtain COIs, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. Before any Subcontractor employee may perform any work hereunder, the Contractor shall ensure delivery of all such documents to:

County of Los Angeles
Department of Treasurer and Tax Collector
Contracts Section
500 West Temple Street, Room 464
Los Angeles, California 90012

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Subparagraph 8.14, Contractor's Warranty of Adherence to County's Child Support Compliance Program, of this Contract, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Subparagraph 8.43, Termination for Default, of this Contract, and pursue debarment of the Contractor, pursuant to [County Code Chapter 2.202](#).

8.42 TERMINATION FOR CONVENIENCE

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work

hereunder shall be effected by a Notice of Termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten calendar days after the notice is sent. In no event shall County's termination of this Contract pursuant to this Subparagraph (Termination for Convenience), of this Contract, be deemed a waiver of County's right to make a claim against the Contractor for damages resulting from any default by the Contractor or its Agents which occurred prior to the effective termination date.

8.42.2 After receipt of a Notice of Termination and except as otherwise directed by the County, the Contractor shall:

1. Stop work under this Contract on the date and to the extent specified in such notice, and
2. Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Subparagraph 8.38, Record Retention and Inspection/Audit Settlement, of this Contract.

8.43 TERMINATION FOR DEFAULT

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract if in the judgment of the County Contract Administrator:

1. The Contractor or any of its Agents materially breached this Contract; or
2. The Contractor or any of its Agents fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
3. The Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure; or

4. Without prior notice or cure if the Contractor or any of its Agents materially breaches any of the warranties, representations and covenants made in Subparagraph 8.3, Warranties, of this Contract, so as to adversely affect the County; or
5. Without prior notice or cure if the Contractor is subject to criminal investigation, indictment or conviction, or is found civilly or criminally liable by a trial court, judge or administrative panel in connection with any matter involving breach of trust or fiduciary duty, fraud, theft, or moral turpitude; or
6. Without prior notice or cure if the Contractor attempts or purports to assign this Contract, or any portion thereof, or any of its rights or obligations hereunder, without the prior written consent of County, except as provided in Subparagraph 8.2, Assignment and Delegation/Mergers or Acquisitions, of this Contract.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Subparagraph 8.43, Termination for Default, of this Contract, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this subparagraph.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 8.43.2, of this Contract, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without

the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this subparagraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

8.43.4 If after the County has given notice of termination under the provisions of Subparagraph 8.43, Termination for Default, of this Contract, it is determined by the County that the Contractor was not in default under the provisions of Subparagraph 8.43, Termination for Default, of this Contract, or that the default was excusable under the provisions of Subparagraph 8.43.3, of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subparagraph 8.42, Termination for Convenience, of this Contract.

8.43.5 The rights and remedies of County provided in Subparagraph 8.43, Termination for Default, of this Contract, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County A-C's Employee Fraud Hotline at (800) 544-6861.

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

8.45 TERMINATION FOR INSOLVENCY

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

1. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
2. The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
3. The appointment of a Receiver or Trustee for the Contractor;
or
4. The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Subparagraph (Termination for Insolvency), of this Contract, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, [County Code Chapter 2.160](#). Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any

provision of this Contract during any of the County's future Fiscal Years unless and until the County's Board appropriates funds for this Contract in the County's Budget for each such future Fiscal Year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last Fiscal Year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 USE OF COUNTY SEAL AND/OR TTC LOGOS

The County claims right, title and interest in and to certain intellectual property, including, but not limited to, the current and former County Seals and TTC logos (collectively, County Seals). Except as expressly authorized herein, the Contractor shall not reproduce, copy, distribute, republish, download, display, post, transmit or make any other use of any kind whatsoever of the County Seals, in any format or by any means whatsoever. At no time shall the Contractor in any manner (i) modify the County Seals or (ii) create derivative works of the County Seals. The Contractor shall not in any manner sublicense, transfer or assign its rights, or delegate its duties, with respect to use of the County Seals, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted sublicense, transfer, assignment or delegation without such consent shall be null and void.

8.49 VALIDITY

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

8.50 WAIVER

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

8.51 WARRANTY AGAINST CONTINGENT FEES

8.51.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or

bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

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

8.52 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the Contract Term will maintain compliance with [County Code Chapter 2.206](#).

8.53 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Subparagraph 8.52, Warranty of Compliance with County's Defaulted Property Tax Reduction Program, of this Contract, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ten days of notice shall be grounds upon which the County may terminate this Contract and/or pursue debarment of the Contractor, pursuant to [County Code Chapter 2.206](#).

8.54 TIME OFF FOR VOTING

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

8.55 GREEN INITIATIVES

The Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits. The Contractor shall notify County’s Contract Manager of Contractor’s new green initiatives prior to the Contract’s commencement.

8.56 COMPLIANCE WITH COUNTY’S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

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

If the Contractor or member of the Contractor’s staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of the Contractor’s staff be removed immediately from performing services under the Contract. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of the Contractor’s staff pursuant to this subparagraph shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.57 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

The Contractor shall comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#), Employment Discrimination: Conviction History. The Contractor’s violation of this subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

8.58 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

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

based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

8.59 LICENSES, PERMITS, REGISTRATIONS, AND PROFESSIONAL CERTIFICATIONS

The Contractor shall maintain all licenses, permits, registrations, and/or professional certifications required by law, applicable to its legal business structure, and necessary to perform services under the Contract. The Contractor shall ensure the same of all of its officers, employees, and agents who perform services under this Contract and shall maintain all such licenses, permits, registrations, and professional certifications throughout the Contract Term and any term extensions and/or option periods exercised by the County. The Contractor shall provide evidence of such to the County within five calendar days of written request.

8.60 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Contract.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 CONTRACTOR BUSINESS REQUIREMENTS

The Contractor must be qualified to do business in the State of California.

9.2 COUNTY DATA

All County Data provided or made accessible by the County to the Contractor is and shall remain the property of the County. Upon termination or expiration of the Contract for any reason, or upon County's written request at any time, the Contractor shall provide the County, at no additional cost and no later than 15 calendar days after the termination, expiration or the County's request, any County Data or other proprietary Data belonging to the County. Such Data will be provided to the County on an external media drive in a platform-agnostic format or in any specific

format reasonably requested by the County. At the County's option, the Contractor shall destroy all originals and copies of all such Data and other related information or documents.

9.3 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

- 9.3.1** County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter materials) which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.
- 9.3.2** During the term of this Contract and for five years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.3.3** Any and all materials, software, and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Contract Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.3.4** The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.3.5** Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under Subparagraph 9.4, Patent, Copyright and Trade Secret Indemnification, of this Contract, for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends or for any disclosure

which the County is required to make under any state or federal law or order of court.

- 9.3.6** All the rights and obligations of Subparagraph 9.3, Ownership of Materials, Software and Copyright, of this Contract, shall survive the expiration or termination of this Contract.

9.4 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

- 9.4.1** The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. The County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

- 9.4.2** In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

1. Procure for County all rights to continued use of the questioned equipment, part, or software product; or
2. Replace the questioned equipment, part, or software product with a non-questioned item; or
3. Modify the questioned equipment, part, or software so that it is free of claims.

- 9.4.3** The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

9.5 DATA DESTRUCTION

The Contractor(s) and Vendor(s) that have maintained, processed, or stored County Data and/or information, implied or expressed, have the sole responsibility to certify that the Data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization. Available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>

The Data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten business days, a signed document from the Contractor that certifies and validates the Data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

The Contractor shall certify that any County Data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current NIST Special Publication SP-800-88, Guidelines for Media Sanitization. The Contractor shall provide County with written certification, within ten business days of removal of any electronic storage equipment and devices that validates that any and all County Data was destroyed and is unusable, unreadable, and/or undecipherable.

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IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board thereof, the day and year first above written.

CONTRACTOR: (_____)
Name

By _____
Name

Title

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

CELIA ZAVALA
Executive Officer of the Board of Supervisors

By _____

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By _____
Principal Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK

TITLE INVESTIGATION AND REPORTING SERVICES

**EXHIBIT A
STATEMENT OF WORK
TITLE INVESTIGATION AND REPORTING SERVICES**

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
1.0 INTRODUCTION	1
2.0 DEFINITIONS	1
3.0 SCOPE OF WORK – SPECIFIC WORK REQUIREMENTS FOR TAX- DEFAULTED PROPERTIES	4
4.0 SPECIAL CIRCUMSTANCES	13
5.0 QUALITY CONTROL PLAN	13
6.0 BUSINESS CONTINUITY PLAN	14
7.0 QUALITY ASSURANCE PLAN	15
8.0 PERFORMANCE REQUIREMENTS SUMMARY	16
9.0 INFORMATION SECURITY REQUIREMENTS	17

**EXHIBIT A
STATEMENT OF WORK
TITLE INVESTIGATION AND REPORTING SERVICES**

**TABLE OF CONTENTS
ATTACHMENTS AND EXHIBITS**

STATEMENT OF WORK ATTACHMENTS

Attachment 1 – Parties of Interest Report Cover Letter

Attachment 2 – Date Down

Attachment 3 – Annual Title Investigation Workload (FY 2015-2020)

Attachment 4 – 2020A Assigned Parcels Schedule

1.0 INTRODUCTION

The California Revenue and Taxation Code (R&TC) mandates the Tax Collector to collect secured property taxes and auction properties that are Subject to the Tax Collector's Power to Sell due to defaulted property taxes exceeding five years or more for residential or agricultural property and three years or more for non-residential commercial and vacant land (Tax-Defaulted Properties). The County of Los Angeles (County) Department of Treasurer and Tax Collector (TTC) is the Tax Collector for the County.

The Tax Collector sells Tax-Defaulted Properties that are Subject to the Tax Collector's Power to Sell via In-Person Public Auction, Internet Public Auction, Sealed Bid Auction, and Chapter 8 Agreement Sale (collectively "Tax Sale"). The TTC is also responsible for administering Improvement District Bond foreclosure proceedings on property for which the County has a lien. These types of proceedings rarely occur.

The TTC is issuing this Request for Proposals to solicit proposals from experienced firms that can provide Title Investigation and Reporting Services for Tax-Defaulted Properties, pursuant to Division 1, Part 6, Chapter 7 and Chapter 8 of the R&TC. Prior to a Tax Sale, pursuant to Sections 3701 and 3799 of the R&TC, the TTC is required to notify all parties of interest, as defined by Section 4675.

The TTC may conduct multiple Tax Sales in each Fiscal Year (FY). Over the past five FYs, the annual number of title investigation reports (Title Reports) needed for these Tax Sales, including updated reports (Date Downs), was between 3,000 and 5,000 (see Statement of Work (SOW) Attachment 3).

2.0 DEFINITIONS

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

- 2.1 Assigned Parcel Schedule:** A TTC formulated matrix that divides a large pool of parcels into several smaller groups. Each smaller group contains between 200 and 700 parcels that are arranged in Assessor Identification Number sequential order (See Attachment 4).
- 2.2 Assessor's Map:** A map showing the Office of the Assessor (Assessor) assigned parcel number for each parcel of land in the County.

- 2.3 Assessor's Identification Number (AIN):** A ten-digit number assigned by the Assessor to each piece of real property in the County. The AIN is used on tax bills and correspondence to identify real property.
- 2.4 Chain of Title:** A chronological list of documents comprised of recorded history of title to a specific parcel of real property.
- 2.5 Chapter 8 Agreement Sale:** A sale of Tax-Defaulted Properties to the state, county, eligible taxing agency, revenue district, city, redevelopment agency, special district, or nonprofit organization pursuant to Chapter 8, Part 6, Division 1 of the California Revenue and Taxation Code.
- 2.6 Contract Discrepancy Report:** A document utilized by the TTC to document discrepancies or problems with Contractor's performance and record explanations of unsatisfactory performance.
- 2.7 Date Down:** Updated information reflecting any changes in ownership and/or parties of interest of a property, either added or deleted, usually six months or less after the date of the last Title Report.
- 2.8 Easement:** A real property interest that provides a restricted right to specific, limited definable use or activity upon another's property, which except for legal title to the property, the right must be less than the right of ownership. An easement may provide a right-of-way, right-of-use, or in case of land, an easement may provide for land preservation, conservation or recreation.
- 2.9 Fiscal Year:** The 12-month period beginning on July 1st and ending the following June 30th.
- 2.10 Improvement District Bond Foreclosure:** Foreclosure of a property on which the assessee failed to pay the assessment on a bond issued for an improvement (e.g., streets, curb, lighting, etc.).
- 2.11 Lien:** Any official claim or charge against property or funds for payment of a debt or an amount owed for services rendered. A lien is usually a formal document signed by the party to whom money is owed and sometimes by the debtor who agrees to the amount due. A lien carries with it the right to sell property, if necessary, to obtain the money. A mortgage or a deed of trust is a form of lien, and any lien against real property must be recorded with the County Recorder to be enforceable, including an abstract of judgment which turns a judgment into a lien against the judgment debtor's property.
- 2.12 Lienholder/Lienholder of Record:** An individual or entity that holds a Lien on a particular property.

- 2.13 Mello-Roos Special Tax:** The Mello-Roos Community Facilities District Act allows any county, city, special district, school district, or joint powers of authority to establish a “Community Facilities District” which allows for the financing of public services and facilities. A Mello-Roos District is an area where a special property tax on real property is imposed on real property owners within a Community Facilities District.
- 2.14 Parties of Interest:** Lienholders of record, including easement holders of record and any persons with Title of Record to all or any portion of the property prior to the recordation of the tax deed to the purchaser, as described in Section 4675, of the California Revenue and Taxation Code.
- 2.15 Performance Requirements Summary (PRS) Chart:** Identifies the key performance indicators of the Contract that the TTC will evaluate to assure the Contractor meets performance standards, as specified in this Contract and SOW.
- 2.16 Personal Data:** Any information that may be used to identify a person including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, Personal Data shall include, but not be limited to, all “personal information,” as defined under the [Gramm-Leach-Bliley Act \(15 United States Code \(U.S.C.\) §6801 et seq.\)](#), Protected Health Information, and Personally Identifiable Information.
- 2.17 Pretty Good Privacy:** Software used for encrypting and decrypting texts, emails, files, directories, and whole disk partitions to increase the security of email communications over the Internet. It is also used to send an encrypted digital signature that lets the receiver verify the sender’s identity and know that the message was not changed in route.
- 2.18 Quality Control Plan:** All necessary measures taken by the Contractor to ensure that the quality of service shall meet the Contract requirements regarding timelines, security, accuracy, appearance, completeness, consistency, and conformity to the requirements set forth in this Exhibit A, SOW.
- 2.19 Recorded Documents:** Any documents incorporated into the public records of the County Recorder imparting constructive notice of title to claims or interest in real property including easements.
- 2.20 Report Submission:** The act of transferring specified data. Report submissions may be requested on paper, electronic, or both.

- 2.21 Secure Shell File Transfer Protocol:** File transfer protocol to securely access and transfer files over a secure tunnel.
- 2.22 System:** The System Software, and Services, Intellectual Property and/or Work Product, including, without limitation, all components, equipment, software, hardware and Documentation, as specified, created, and/or delivered under this Contract.
- 2.23 Tax Deed to the Purchaser:** An instrument (deed) that is issued to the purchaser of a parcel that was sold at a tax sale of real property.
- 2.24 Tax-Defaulted Property Subject to the Tax Collector's Power to Sell:** Property that has been on the defaulted tax roll for three years or more for non-residential commercial property and vacant land and five years or more for residential or agricultural property that is by law Subject to the Tax Collector's Power to Sell as described in Section 3691 of the California Revenue and Taxation Code.
- 2.25 Title Investigation:** For the purposes of a tax sale, the act of determining parties of interest related to a parcel including all owners of record, Lienholders of record, Easement Holders of record and any other individuals or entities that have a lien or ownership interest in said parcel.
- 2.26 Title of Record:** The ownership of real property as evidenced by a deed, judgment of distribution from an estate or other appropriate document recorded in the public records of the County Recorder.
- 2.27 Title Report:** Title Investigation report comprised of an assembly of all Lienholders of record, Easement Holders of record, and any persons with Title of Record to all or any portion of the properties and all recorded documents affecting said property.

3.0 SCOPE OF WORK – SPECIFIC WORK REQUIREMENTS FOR TAX-DEFAULTED PROPERTIES

The TTC uses Title Investigation and Reporting Services in the form of either (1) a Title Report to identify all recorded documents affecting said property including, all Lienholders of record, all Easement holders of record, and any persons with Title of Record; or (2) a Date Down (Attachment 2) to identify any documents that have been recorded subsequent to the date of the Title Report.

The Contractor shall provide all personnel, supervision, materials, facilities, equipment, services, and other items necessary to provide Title Investigation and Reporting Services for all types of properties, which shall identify, at a minimum, all persons or entities with Title of Record, Lienholders of Record, Easement Holders of Record, Bankruptcies, and a Chain of Title. Title Investigation and

Reporting Services shall be required for the following types/categories of properties, but are not limited to:

- Tax-Defaulted Property Subject to the Tax Collector's Power to Sell;
- Property protected under Bankruptcy Automatic Stay;
- Property reported on California Department of Toxic Substances Control's EnviroStor database;
- Property subject to a County lien;
- Property subject to an Internal Revenue Service lien;
- Property subject to Improvement District Bond foreclosure proceedings;
- Property subject to Mello-Roos Bond foreclosure proceedings;
- Property subject to a Property Tax Postponement (PTP) Lien;
- Property subject to a Property Assessed Clean Energy Program (PACE) Lien;
- Property subject to a Preservation, Conservation, or Recreation Easement; and
- Property subject to a Right-of-Way or Right-of-Use Easement.

3.1 Title Investigation

A Title Investigation for each type/category of property must include all relevant documentation recorded against the property in the format described in Subparagraph 3.3, Title Report Media, of this SOW. The following elements listed in this Subparagraph shall constitute a Title Report.

3.1.1 Parcel Information

The TTC's assigned Item Number, Assessor Identification Number, and property address, if applicable.

3.1.2 Property Vesting

- One hundred percent current ownership for each property includes the following:
 - Name(s) and mailing address(es) of the owner(s) of record of the property in question and the recording reference of the vesting document or documents.
 - Manner of holding title and any fractional interest the owner may hold (e.g., "as community property" and "as to an undivided one-third interest").
 - Legible addresses on previously recorded documents. For any address that is illegible, the Contractor shall prepare,

as best as possible, a clean copy of the existing document and provide it with the Title Report.

- In the event there is a difference between the owner(s) shown on the source documents identified by the TTC and the Title Investigation for a particular property, Contractor shall, upon discovery of said discrepancy, immediately contact the Contract Manager, by phone or email, to report and receive direction to resolve the discrepancy and follow up by indicating the discrepancy in the “Assessor Title Difference” section of the Title Report.
- In the event there is a difference between the legal description(s) shown on the source documents identified by the TTC and the Title Investigation for a particular property, Contractor shall, upon discovery of said discrepancy, immediately contact the Contract Manager, by phone or email, to report and receive direction to resolve the discrepancy and follow up by indicating the discrepancy in the “Assessor Legal Description Difference” section of the Title Report.
- If oil, gas, or mineral rights are included in the County Assessor’s description or legal description of the property to be offered at a Tax Sale, the Contractor shall include the names and recorded addresses of any holders of these interests, as well as any fractional interest that might be held. If there are no mineral rights included in the Assessor’s description, no search is required.
- If recorded Easements, including all easement holders that are included in the legal description or are discovered through a reasonable search, the Contractor shall include the names and recorded addresses of any holders of these interests, as well as any fractional interest that might be held. If after a reasonable search, there are no such recorded easements and the easements are not included in the legal description, no further search is required.

3.1.3 Lienholder of Record

- If applicable, a listing of the Lienholders of Record, including the name(s) and mailing address(es), recorded date of lien, type of document, date recorded, instrument number, loan number, or case number, shall be furnished in order of priority.

- The recording reference for the lien documents and the dollar amounts.
- Name(s) and address(es) of entities that have Recorded Default Notices.

3.1.4 Leased Properties

If applicable, provide a listing of the name(s) and recorded address(es) of lessee(s) (i.e., a person acquiring an estate for years on a lease) together with recording references.

3.1.5 Judgment and/or other Lien Documents

- Name(s), recorded address(es), and other relevant facts about any person(s) disclosed by the record to have a claim of title to, or possession of, the subject property (junior Lienholders, federal and state liens, and notice of action and judgments). Recording references must also be provided.
- Name(s), recorded address(es), date of filing, case number, type, and jurisdiction (i.e., District Court) of any bankruptcies.
- Identify if property is in a Mello-Roos Community Facilities District and any recorded Mello-Roos Lien.
- Identify if property has a PTP Lien.
- Identify if property is listed on California Department of Toxic Substances Control's EnviroStor website database.
- Identify if property has a PACE Lien.

3.1.6 Assessor's Map and Aerial and Street Views

3.1.7 Additional Documents

Occasionally, the County may request additional documentation, including but not limited to, copies of reconveyance deeds, rescissions or cancellations of trustee sales, assignments of trust, appointments of paying agents or loan servicer, or establishment of rights to levy or collect secured debts including special tax (Mello-Roos) or local improvement assessment liens.

3.2 Order of Items in the Title Report

The Title Report shall be assembled in the prescribed order as follows:

- a. Title Report Cover Letter (See Attachment 1).
- b. Grant Deed(s) that established current ownership must identify/demonstrate 100% ownership.
- c. Deeds of Trusts, Liens, Bankruptcy, Judgments, Probate, etc. by recording date latest to current.
- d. Oil, gas, or mineral rights by recording date latest to current.
- e. Easement(s) by recording date latest to current.
- f. The Notice of Power to Sell recording.
- g. Assessor's Map and Aerial and Street Views.

3.3 Title Report Media

Title Report(s) shall be delivered on paper and shall be downloadable electronically for 30 days from a secured cloud storage location in a format approved by the County containing all Parties of Interest data and all Easement holders for each parcel, as described in Subparagraph 3.1, Title Investigation, of this SOW.

Any electronic file submission will require a secured transmission. For details regarding security requirements, refer to Exhibit 3, Information Security, Privacy Requirements, and Procedures, of Exhibit C (Statement of Work and Contract Technical Exhibits), of this Contract.

3.4 Workload and Processing Schedule

3.4.1 Initial Title Investigation

The TTC will provide to the Contractor: (1) a list of Tax-Defaulted Properties approximately three to nine months prior to the date of the Tax Sale, and (2) an Assigned Parcels Schedule. The TTC will notify the Contractor at least 30 calendar days prior to providing the property list. The Contractor shall deliver Title Reports to the TTC on a weekly basis (seven calendar days). The first delivery of Title Reports shall be within two weeks (14 calendar days) of initial receipt of the list of properties and shall

consist of at least 200 Title Reports. Thereafter, on a weekly basis, at least 200 Reports or 8% of the total sum of Title Reports, whichever is greater, shall be completed and submitted to the TTC. Each delivery of Title Reports shall consist of an equal proportion of parcels from all the groups listed in the Assigned Parcels Schedule (See Attachment 4). The total sum of Title Reports shall be completed according to the number of properties submitted to the Contractor as follows:

- For 1 – 1,000 Title Reports, within 45 calendar days from Contractor's receipt of the list of Tax-Defaulted Properties.
- For 1,001 – 2,000 Title Reports, within 60 calendar days from Contractor's receipt of the list of Tax-Defaulted Properties.
- For 2,001 – 3,000 Title Reports, within 90 calendar days from Contractor's receipt of the list of Tax-Defaulted Properties.
- For 3,001 – 3,500 Title Reports, within 110 calendar days from the Contractor's receipt of the Tax-Defaulted Properties.
- For 3,501 Title Reports or more, the Contractor shall consult with the TTC for a specific delivery timeframe.

Submission due dates and delivery quantities may be adjusted at the discretion of the TTC. For each Tax Sale, all Title Reports must be completed in accordance with Subparagraph 3.2, Order of Items in the Title Report; formatted in accordance with Subparagraph 3.3, Title Report Media; and submitted as defined in this Subparagraph.

In the event of a bankruptcy, Internal Revenue Service lien, Probate, recorded Easement, or other situation that may prevent or affect the sale of said property, a notation must be placed on the front of the Title Report stating the status. Contractor must ensure that 100% of the ownership interest is accounted for, identified, and annotated on the Title Report, as well as any Assessor title and legal description differences.

3.4.2 Pre-Sale Date Down

Within 30 days of a Tax Sale, the TTC may request a Date Down of any number of parcels (one to all) from the remaining list of parcels scheduled for the current Tax Sale or from a previous Tax Sale that have not been redeemed. Typically, the TTC will

request Date Downs of parcels prior to a Tax Sale to determine if there are any new recorded documents that may affect the property for the purposes of selling the property at a Tax Sale, e.g., recent bankruptcy filings or other new interests. For those properties with any recorded documents subsequent to those identified in the previous corresponding Title Report, the findings shall be submitted in similar format as the Title Report, less any documents or information from the corresponding previous Title Report. For those properties with no additional Parties of Interest, or Easement holders the Contractor shall indicate that those AINs were researched and there were no findings. The total sum of pre-sale Date Downs shall be completed according to the number of properties submitted to the Contractor as follows:

- For 1 - 1,000 Date Downs, within 12 calendar days from Contractor's receipt of the list of Tax-Defaulted Properties.
- For 1,001 - 2,000 Date Downs, within 25 calendar days from Contractor's receipt of the list of Tax-Defaulted Properties.

The Date Down of each property shall be considered a separate fee from the Title Report of each property.

3.4.3 Post-Sale Date Down

Upon conclusion of the Tax Sale, the TTC may request, a Date Down of any number of parcels (one to all) that were offered or sold in a Tax Sale. Typically, the TTC will request post-sale Date Downs for properties that were not sold in one Tax Sale and scheduled to be reoffered within 90 days in another Tax Sale or to validate a claim that there is a new party of interest or Easement holder. For those properties with any recorded document subsequent to those identified in the previous corresponding Title Report, the findings shall be submitted in similar format as the Title Report, less any documents or information from the corresponding previous Title Report. For those properties with no additional Parties of Interest, the Contractor shall indicate that those AINs were researched and there were no findings. The total sum of post-sale Date Downs shall be completed according to the number of properties that were submitted to the Contractor as follows:

- For 1 - 500 Title Reports, within seven calendar days from Contractor's receipt of the list of properties sold at the Tax Sale.

- For 501 - 1,000 Title Reports, within 12 calendar days from Contractor's receipt of the list of properties sold at the Tax Sale.

The Date Down update of each property shall be considered a separate fee from the Title Report of each property.

3.4.4 Single or Small Numbers of Property Tax Sales

Chapter 8 Agreement Sale, (and in some cases Sealed Bid Auction) property lists shall be provided by the TTC to the Contractor on an as-needed basis and shall be completed and submitted to the TTC within ten calendar days of referral for 100 or less parcels in accordance with Subparagraph 3.2, Order of Items in the Title Report, and Subparagraph 3.3, Title Report Media.

3.4.5 Additional Title Reports

The TTC may request a Title Report for any number of parcels at any time, including a Title Report with a litigation guaranty, which shall be considered a separate fee from a Title Report.

3.5 Tax Sale Schedules

The TTC typically conducts Tax Sales each FY. This may include Tax Sales pursuant to Chapter 7, Part 6, Division 1 of the California Revenue and Taxation Code (i.e., In-Person Public Auction, Internet Public Auction, and Sealed Bid Auction), as well as Chapter 8 Agreement Sales, pursuant to Chapter 8, Part 6, Division 1 of the California Revenue and Taxation Code. During the course of the FY, the TTC may also require additional Title Reports that are not related to Tax Sales. The total number of properties that require Title Investigation and Reporting Services will vary. The TTC does not guarantee any specific level of work to the Contractor.

3.6 Property Lists

The TTC will provide the property lists to the Contractor in an electronic file format (e.g. Microsoft Excel, Microsoft Word, etc.). In the event the property list specifications change, Contractor shall be notified in advance.

3.7 Title Reports Related to Bond Foreclosures and Liens

The TTC may request Title Reports related to bond foreclosures and Liens that may occur throughout the Contract Term. The volume is generally minimal. Title Reports on these requests must be completed and submitted to the TTC within 12 calendar days of referral to the Contractor and shall adhere to Subparagraph 3.2, Order of Items in the Title Report, and Subparagraph 3.3, Title Report Media.

3.8 Discrepancies

In the event there is a difference between the owner(s) shown on the source documents identified by the TTC and the Title Investigation for a particular property, Contractor shall immediately contact the Contract Manager, by phone or email, to report, receive direction to resolve the discrepancy and follow up by indicating such discrepancies in the "Assessor Title Difference" section of the Title Report.

In the event there is a difference between the legal description(s) shown on the source documents identified by the TTC and the Title Investigation for a particular property, Contractor shall, upon discovery of said discrepancy, immediately contact the Contract Manager, by phone or email, to report and receive direction to resolve the discrepancy and follow up by indicating the discrepancy in the "Assessor Legal Description Difference" section of the Title Report.

3.9 Cancellation of Requested Title Reports

The TTC will submit a list of the properties requiring Title Investigation and Reporting Services all at one time, approximately three to nine months before the Tax Sale. Accordingly, if a property is redeemed or the TTC determines that a parcel should not be brought to sale, the TTC shall have the right to cancel requests for any number of Title Reports that have been submitted to the Contractor, but not yet researched, at no charge to the TTC. This excludes Title Reports that have been completed (as defined in Subparagraph 3.1, Title Investigation), but not yet delivered.

3.10 Stopping Title Report Research

Should the Contractor foresee an issue in failing to complete a Title Report by the deadline, the Contractor shall notify the TTC immediately. Under no circumstances shall the Contractor stop research on a Title Report without communication and approval from the TTC.

3.11 Non-Complying Title Reports

Upon receipt of a Title Report, the TTC will conduct a review to ensure its compliance with the requirements of this SOW and notify the Contractor of any deficiencies. Within five business days of such notification from the TTC, the Contractor shall correct any deficiencies in the Title Report at no cost to the County.

4.0 SPECIAL CIRCUMSTANCES

From time to time, the TTC may request specialized Title Reports on properties as “special circumstance” Title Reports. These special circumstance Title Reports shall be subject to the terms and conditions set forth in this SOW with any exceptions or additional terms set forth in writing by the TTC. The written approval for any and all special circumstance Title Reports shall become part of the Contract.

4.1 ADDITIONAL SERVICES

The Contractor shall provide as-needed additional services that are similar in scope to those listed on Exhibit B, Pricing Schedule, for the price listed on the Pricing Schedule. If the TTC agrees that a service is not similar to a service listed on the Pricing Schedule, the TTC may negotiate a price specific to that service. If a price is successfully negotiated, a description of the as-needed services and price shall be incorporated into the Pricing Schedule pursuant to Subparagraph 8.1 of the Contract, Change Notices and Amendments. If a price is not successfully negotiated with the Contractor, then the TTC may, under its sole discretion, direct another vendor to perform the as-needed services outside of the Contract.

5.0 QUALITY CONTROL PLAN

Contractor shall establish and maintain a comprehensive Quality Control Plan (QCP) to ensure the Contractor meets the requirements of the Contract and provides a consistently high level of service throughout the Contract Term. The QCP shall be submitted to the County’s Contract Administrator within ten business days following the start date of this Contract and as changes occur during the Contract Term or upon request. Contractor shall review its QCP annually and update as changes occur.

At a minimum, the QCP shall include, the following:

- 5.1** The method of monitoring to ensure that all Contract requirements are being met. It must specify the activities the Contractor will monitor, including activities monitored on either a scheduled or an unscheduled basis; how often the monitoring will be performed; and the title of the individual(s) who will perform the monitoring;

5.2 The methods used by the Contractor to identify and prevent deficiencies in the quality of service performed before the level of performance becomes unacceptable and not in compliance with this Contract; for example:

5.2.1 Title Reports must be complete. For example, if recorded documentation associated with a parcel is 20 pages long, all 20 pages must be provided. The Contractor may not submit only the pages that contain pertinent data.

5.2.2 Provide **all** recorded documents.

5.2.3 Provide clear legible copies of recorded documents.

5.2.4 No markings/notations on the Title Reports made by the Contractor particularly on the recorded documents.

5.2.5 Ensure each document provided (e.g., deed of trust or any other deed) pertains to the particular property for which the Title Report is being prepared.

5.2.6 Title Report must be assembled in accordance with Subparagraph 3.2, Order of Items in the Title Report, of this SOW.

5.3 A record of all inspections conducted by the Contractor, any corrective action taken, the date a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, which shall be provided to the TTC upon request;

5.4 The method for ensuring Contractor maintains confidentiality.

6.0 BUSINESS CONTINUITY PLAN

The Contractor shall provide a written Business Continuity Plan (BCP) for providing continuing services to the County in the event of an emergency that disrupts the Contractor's operations. The Contractor must provide an updated copy of the BCP to the County's Contract Administrator within ten business days of this Contract start date and within ten business days when changes occur during the Contract Term. The BCP shall include, at a minimum, the following components:

6.1 The process for notifying the TTC immediately of any emergency that disrupts service (i.e., power outages, natural disaster, fire, cyber terrorism, etc.);

- 6.2 Timeline for operationalizing the BCP;
- 6.3 Description of the Contractor's disaster recovery plans and solutions;
- 6.4 Address, phone number, and fax number of any alternate site(s) where Contractor will perform services;
- 6.5 Description of the production capabilities at any alternate site(s);
- 6.6 Description of the Contractor's Information Technology (IT) plans and features to ensure the County's information remains accessible and secure;
- 6.7 Description of how Contractor would implement the BCP; and
- 6.8 Description of how Contractor will test the BCP on an annual basis and update it accordingly.

7.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract.

7.1 Meetings

The Contractor shall attend any scheduled meeting as agreed upon by the County and the Contractor. Failure to attend may result in an assessment as set forth in the PRS. The County will notify the Contractor in writing of the assessment and will deduct the assessment from payment to the Contractor.

Contractor shall meet with the County Contract Manager monthly, or at any periodic interval as determined by the County Contract Administrator. The meeting may be held at the Contractor's location, at the TTC location, or via conference call, at the TTC's discretion.

7.2 Contract Discrepancy Report

The County will determine whether a formal Contract Discrepancy Report (CDR) is issued to the Contractor. Upon receipt of this document, the Contractor shall respond in writing to the County within three business days, acknowledging the reported discrepancies or presenting contrary evidence. The County will evaluate the evidence presented and determine whether the discrepancy is valid. The Contractor shall submit a plan for correction of all deficiencies identified in the CDR to the County

within five business days and resolve discrepancy within a time period mutually agreed upon by the County and the Contractor.

7.3 Contractor Complaint Log

The Contractor shall maintain a log of all complaints received from the County or the public. The Contractor shall immediately investigate all complaints and provide a written report to the County regarding the disposition of each complaint within five business days of receiving the complaint. Each Report shall include a summary of the complaint, name of the Contractor's employee(s) involved, results of the Contractor's investigation, and a statement regarding the corrective action taken to avoid or mitigate the recurrence of such a complaint.

The County retains the right to terminate this Contract if the Contractor does not take any action to said complaint(s).

7.4 Site Visits

The TTC may designate personnel to conduct site visits to observe performance, activities, and review documents relevant to this Contract. TTC personnel will conduct site visits during normal business hours and will not unreasonably interfere with the Contractor's performance.

8.0 PERFORMANCE REQUIREMENTS SUMMARY

The Performance Requirements Summary (PRS) chart in Exhibit 2, of the Statement of Work and Contract Technical Exhibits, of Exhibit C, lists the required services monitored by the County during the Contract Term.

8.1 All listings of services used in the PRS Chart are intended to be completely consistent with this Contract and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in this Contract. In any case of apparent inconsistency between services as stated in this Contract, the meaning apparent in this Contract will prevail. If any service or deliverable seems to be created in the PRS, which is not clearly and forthrightly set forth in this Contract, that apparent service will be null and void and shall place no requirement on the Contractor.

8.2 At the County's sole discretion, when the Contractor's performance does not conform to the requirements of this Contract, the County will have the option to apply nonperformance remedies that may include, but are not limited to, the following:

- Require the Contractor to implement a Corrective Action Plan (CAP), subject to approval by the County. In the CAP, the Contractor shall include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to the Contractor based on the assessment indicated in the PRS Chart.
- Reduce, suspend, or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy requests for improvement of performance or to perform the neglected work specified within ten business days or the timeframe specified by the TTC shall constitute authorization for the County to have the service(s) performed by others. Contractor shall reimburse the County for the entire cost of such work performed by others because of the Contractor's failure to perform said service(s), as determined by the County. The Contractor shall issue credit to the County on the Contractor's future invoice(s) under this Contract or any other County Contract.

8.3 Nothing within this section precludes the County's right to terminate this Contract upon ten days' written notice with or without cause as provided in this Contract.

9.0 INFORMATION SECURITY REQUIREMENTS

The Contractor shall adhere to physical and/or computer security safeguards as set forth in Exhibit 3, Information Security, Privacy Requirements, and Procedures, of Exhibit C (Statement of Work and Contract Technical Exhibits), of this Contract.

SAMPLE

Parties of Interest Report Cover Letter

(Including supporting documentation)

Los Angeles County Treasurer Tax Collector: (Auction Year 2020) Tax Sale
225 N. Hill Street, Room 130, Los Angeles, CA 90012
Attn: Sergio Marquez

Date of Report:
Prepared by:

1. Assessor's Parcel

Item No:

Parcel No.:

Assessee Name:

Property Address:

2. Property Vesting (Persons with Title of Record)

Current Owner(s) of the Property in Question:

Document No.:

Recordation Date:

Percentage of Ownership:

3. Assessor Title Difference (if applicable)

4. Legal Description Difference (if applicable)

5. **Easement Holders of Record**
- 6.
7. **Lienholder(s) of Record** (In order of their priority)
8. **Other Judgements and/or Lien documents**

Lien Check List

- ☐ Bankruptcy
- ☐ Probate
- ☐ IRS Lien(s)
- ☐ State Tax Lien(s)
- ☐ County Tax Lien(s)
- ☐ Property Tax Postponement (PTP) Lien
- ☐ The record owner(s) and the assessed owner(s) do not match?
- ☐ Contamination was reported on California Dept. of Toxic Substances Control's EnviroStor database.

Special Assessments-is the property subject to any of the following? (If yes, see notes for account numbers)

- ☐ 1915 Improvement Bond Act
- ☐ Mello-Roos Community Facilities District Act of 1982
- ☐ PACE/HERO Program
- ☐ Recorded evidence of substandard dwelling, abatement actions, or other matters that would deem parcel substandard pursuant to R&T code section 3772.5
- ☐ Recorded Easement, including but not limited to Right-of-Way, Right-of-Use, or for Land Preservation, Conservation or Recreation.

SAMPLE

Date Down

(Including supporting documentation)

Los Angeles County Treasurer Tax Collector: 2019 Tax Sale

225 N. Hill Street, Room 130, Los Angeles, CA 90012

Attn: Sergio Marquez

Date of Report:

Prepared by:

1. Assessor's Parcel

Item No:

Parcel No.:

Assessee Name:

Property Address:

2. Property Vesting (Persons with Title of Record)

Current Owner(s) of the Property in Question:

Document No.:

Recordation Date:

Percentage of Ownership:

3. Assessor Title Difference (if applicable)

4. Legal Description Difference (if applicable)

SOW Attachments

Title Investigation and Reporting Services

5. Lienholder(s) of Record (In order of their priority)

6. Other Judgements and/or Lien documents

Lien Check List

- ☐ Bankruptcy
- ☐ Probate
- ☐ IRS Lien(s)
- ☐ State Tax Lien(s)
- ☐ County Tax Lien(s)
- ☐ Property Tax Postponement (PTP) Lien
- ☐ The record owner(s) and the assessed owner(s) do not match?
- ☐ Contamination was reported on California Dept. of Toxic Substances Control's EnviroStor database.

Special Assessments-is the property subject to any of the following? (If yes, see notes for account numbers)

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- ☐ Mello-Roos Community Facilities District Act of 1982
- ☐ PACE/HERO Program
- ☐ Recorded evidence of substandard dwelling, abatement actions, or other matters that would deem parcel substandard pursuant to R&T code section 3772.5
- ☐ Recorded Easement, including but not limited to Right-of-Way, Right-of-Use, or for Land Preservation, Conservation or Recreation.

STATEMENT OF WORK**ATTACHMENT 3****Page 1 of 1****ANNUAL TITLE INVESTIGATION WORKLOAD (FY 2015-2020)****Initial Reports**

Fiscal Year	Public Auction	Internet Auction	Sealed Bid Auction	Agreement Sale	Total
2015-2016	2,776	326	13	5	3,120
2016-2017	2,305	851	0	7	3,163
2017-2018	1,922	563	71	13	2,569
2018-2019	1,189	1,039	114	29	2,371
2019-2020	1,560	902	43	2	2,507
2020-2021	1,649 (Estimate)	TBD	TBD	TBD	TBD

Date Downs

Fiscal Year	Pre-Sale
2015-2016	1,700
2016-2017	1,800
2017-2018	1,520
2018-2019	1,303
2019-2020	1,500
2020-2021	TBD

2020A ASSIGNED PARCELS SCHEDULE

<u>Employee</u>	<u>Item No.</u>	<u>Parcel No.</u>	<u>Item No.</u>	<u>Parcel No.</u>
Group 1	XXXX	XXXX-XXX-XXX	XXXX	XXXX-XXX-XXX
Group 2	XXXX	XXXX-XXX-XXX	XXXX	XXXX-XXX-XXX
Group 3	XXXX	XXXX-XXX-XXX	XXXX	XXXX-XXX-XXX
Group 4	XXXX	XXXX-XXX-XXX	XXXX	XXXX-XXX-XXX
Group 5	XXXX	XXXX-XXX-XXX	XXXX	XXXX-XXX-XXX
*Group 6	XXXX	XXXX-XXX-XXX	XXXX	XXXX-XXX-XXX

*The last group consists of "added on" Assessor Identification Numbers and may not be in numerical order.

**TITLE INVESTIGATION AND REPORTING SERVICES
PRICING SCHEDULE
FIRST CORPORATE SOLUTIONS, INC.**

Contractor: First Corporate Solutions, Inc.

SERVICE	Rate
1. PARTIES OF INTEREST REPORTS	\$ <u>165.00</u> Per Parcel
2. DATE DOWN REPORTS	\$ <u>40.00</u> Per Report

EXHIBIT C

STATEMENT OF WORK AND CONTRACT TECHNICAL EXHIBITS

TITLE INVESTIGATION AND REPORTING SERVICES

STATEMENT OF WORK AND CONTRACT TECHNICAL EXHIBITS

Exhibit 1 – CONTRACT DISCREPANCY REPORT

Exhibit 2 – PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Exhibit 3 – INFORMATION SECURITY, PRIVACY REQUIREMENTS, AND
PROCEDURES

STATEMENT OF WORK AND CONTRACT TECHNICAL EXHIBIT 1

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

**COUNTY EVALUATION OF
CONTRACTOR RESPONSE:**

Signature of Contractor Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

STATEMENT OF WORK AND CONTRACT TECHNICAL EXHIBIT 2

Page 1 of 6

PERFORMANCE REQUIREMENTS SUMMARY CHART

CONTRACT				
SPECIFIC PERFORMANCE REFERENCE	SERVICE	MAXIMUM ALLOWED DEVIATION	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Paragraph 7.3 Notice of Personnel Changes	Notify the Treasurer and Tax Collector (TTC) of changes in Contract Administration staff, with resume, within five business days.	None	Inspection and Observation	\$50 per day that notification is late.
Paragraph 7.5 Approval of Contractor's Staff	Immediate removal of unacceptable Contract personnel.	One business day	Complaints, inspection, and observation	\$100 per occurrence of non-removal.
Paragraph 7.7 Background and Security Investigations	Ensure staff undergo background checks before servicing the Contract.	None	Complaints, inspection, and observation	\$500 per incident of staff member noncompliance.
	Notify the TTC of the names of staff and dates fingerprinted.	None	Inspection, and observation	\$25 per incident of staff member noncompliance.

STATEMENT OF WORK AND CONTRACT TECHNICAL EXHIBIT 2

Page 2 of 6

PERFORMANCE REQUIREMENTS SUMMARY CHART

CONTRACT				
SPECIFIC PERFORMANCE REFERENCE	SERVICE	MAXIMUM ALLOWED DEVIATION	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Paragraph 7.8 Confidentiality	Employee Acknowledgement and Confidentiality Agreement signed and provided to the TTC before servicing the Contract.	None	Review of reports; complaints	\$100 per day per staff member when form is not signed.
	Maintain the confidentiality of all records and information.	None	Observation; complaints	\$1,000 per unauthorized release of information.
Subparagraphs 8.24 General Provisions for all Insurance Coverage and Subparagraph 8.25 Insurance Coverage	Maintain required insurance policies and provide evidence of coverage to the TTC.	None	Receipt and review of insurance information	\$100 per day of lapsed coverage.
Subparagraph 8.37 Publicity	Obtain County's advanced written permission to use County's name in advertisements.	None	Complaints, inspection, and observation	\$500 per occurrence of unpermitted use of the County name and/or logo in advertising.

STATEMENT OF WORK AND CONTRACT TECHNICAL EXHIBIT 2

Page 3 of 6

PERFORMANCE REQUIREMENTS SUMMARY CHART

CONTRACT				
SPECIFIC PERFORMANCE REFERENCE	SERVICE	MAXIMUM ALLOWED DEVIATION	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Subparagraph 8.38 Record Retention and Inspection/Audit Settlement	Contractor to maintain all documents as specified in Subparagraph 8.38.	One business day	Inspection of files	\$50 per occurrence of failure to produce required documents upon demand.
Subparagraph 8.38.5 Financial Statements and Pending Litigation	Provide required financial statements according to schedule	None	Receipt and review of financial statements	\$50 per day for failure to produce required documents upon demand.
Subparagraph 8.40 Subcontracting	Contractor shall not subcontract any work.	None	Inspection and observation	\$500 per occurrence and possible termination for default.

PERFORMANCE REQUIREMENTS SUMMARY CHART

STATEMENT OF WORK				
SPECIFIC PERFORMANCE REFERENCE	SERVICE	MAXIMUM ALLOWED DEVIATION	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Subparagraph 3.4.1 Initial Title Investigation	The Contractor shall provide a total of at least 200 Reports or 8% of the original Auction list(s), whichever is greater, on a weekly basis.	None	Receipt and review of Reports	\$200 per occurrence of weekly report quota not being met.
Subparagraph 3.4.1 Initial Title Investigation	For each sum of weekly Reports submitted, they shall consist of an equal portion of parcels from each group listed in the Assigned Parcel Schedule.	None	Receipt and review of Reports	\$50 per occurrence that a weekly Subparagraph 3.4.1, Initial Title Investigation report quota does not contain an equal portion of parcels from the Assigned Parcel Schedule.
Subparagraph 3.4.1, Initial Title Investigation	The Contractor shall ensure that 100% of the Reports are submitted according to the volume-to-time deadlines outlined in Subparagraph 3.4.1.	None	Receipt and review of Reports	\$200 per each late Report.

STATEMENT OF WORK AND CONTRACT TECHNICAL EXHIBIT 2

Page 5 of 6

PERFORMANCE REQUIREMENTS SUMMARY CHART

STATEMENT OF WORK				
SPECIFIC PERFORMANCE REFERENCE	SERVICE	MAXIMUM ALLOWED DEVIATION	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Subparagraph 3.3 Title Report Media	The Contractor shall provide paper copies of Reports as indicated in Subparagraph 3.3.	None	Receipt and review of Reports	\$200 for every Report that is not provided according to the required specifications.
Subparagraph 3.3 Title Report Media	The Contractor shall provide secured electronic copies of Reports downloadable from a secured cloud storage available for 30 days as indicated in Subparagraph 3.3.	None	Receipt and review of Reports	\$200 for every Report that is not provided according to the required specifications.
Subparagraph 3.4.2 Pre-Sale Date Down and Subparagraph 3.4.3 Post-Sale Date Down	Upon request, the Contractor shall provide paper copies of Reports as indicated in Subparagraphs 3.4.2 and 3.4.3.	None	Receipt and review of Reports	\$500 for every Report that is not provided according to the required deadlines and specifications.
Subparagraph 3.4.4 Single or Small Number of Property Tax Sales	The Contractor shall provide Reports related to Chapter 8 Agreement Sales and Sealed Bid Sales of 100 or less parcels within ten business days after the TTC referral.	None	Receipt and review of Reports	\$200 per day per late Report. Receipt and review of Reports.

PERFORMANCE REQUIREMENTS SUMMARY CHART

STATEMENT OF WORK				
SPECIFIC PERFORMANCE REFERENCE	SERVICE	MAXIMUM ALLOWED DEVIATION	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Subparagraph 3.7 Title Reports Related to Bond Foreclosures and Liens	The Contractor shall provide Reports related to bond foreclosures and liens within 12 calendar days after the TTC referral.	None	Receipt and review of Reports	\$200 per day per late Report.
Subparagraph 3.11 Non-Complying Title Reports	The Contractor shall correct any incomplete reports within five business days of the TTC notification.	None	Receipt and review of Reports	\$200 per day that corrected Report is late.
Paragraph 5.0 Quality Control Plan	A written Quality Control Plan must be Plan maintained and provided as required.	None	Receipt and review of Reports	\$100 per each day late. \$500 if Plan is incomplete.
Subparagraph 7.1 Meetings	The Contractor's representative to attend scheduled meetings.	None	Attendance	\$100 per occurrence for nonattendance.

STATEMENT OF WORK AND CONTRACT TECHNICAL EXHIBIT 3 INFORMATION SECURITY, PRIVACY REQUIREMENTS, AND PROCEDURES

The County of Los Angeles ("County") is committed to safeguarding the Integrity of the County systems, Data, Information, and protecting the privacy rights of the individuals that it serves. This Exhibit to the Statement of Work "Information Security, Privacy Requirements, and Procedures", ("Exhibit 3") sets forth in detail the County and the Contractor's commitment and agreement to fulfill each of their obligations under applicable State or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Contractor shall establish all Information Security, Privacy Requirements, and Procedures prior to the Effective Date of the Contract and maintain all Information Security, Privacy Requirements and Procedures throughout the entire Contract term.

1. These Requirements and Procedures contained in this "Exhibit 3" are incorporated by reference into the Terms and Conditions of the Contract and constitute a minimum standard for Information Security, Privacy Requirements, and Procedures in conjunction with the requirements of the Contract between the County and Contractor (the "Contract"). It is the Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks; and (ii) continuously review and revise all measures pertaining to any ongoing Threats and Risks. Failure to comply with these minimum Information Security, Privacy Requirements and Procedures, set forth in "Exhibit 3" herein incorporated by reference into the Terms and Conditions of the Contract shall constitute a material, non-curable breach of Contract by the Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. The Terms and Conditions of the Contract shall govern and control unless stated otherwise in the Contract.

Unless otherwise defined in the Contract, the definitions herein contained are specific to the uses within this exhibit.

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.
- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to

create an organization's Information Security Program as formally expressed by its top management.

- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.
- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** The Contractor shall maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Contract.

Contractor's Information Security Program shall include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

The Contractor shall exercise the same degree of care in safeguarding and protecting County Information

that the Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

The Contractor's Information Security Program shall:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
- Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- Protect against accidental loss or destruction of, or damage to, County Information; and
- Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.

- b. **Privacy Program.** The Contractor shall establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program shall include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures shall be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor shall exercise the same degree of care in safeguarding the privacy of County Information that the Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

The Contractor's Privacy Program shall include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County shall retain exclusive rights and ownership thereto. County Information shall not be used by the Contractor for any purpose other than as required under this Contract, nor shall such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contractor owns, leases or possesses.

4. CONTRACTOR'S USE OF COUNTY INFORMATION

The Contractor may use County Information only as necessary to carry out its obligations under this Contract. The Contractor shall collect, maintain, or use County Information only for the purposes specified in the Contract and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

5. SHARING COUNTY INFORMATION AND DATA

The Contractor shall not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

6. CONFIDENTIALITY

- a. **Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
- b. **Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor shall notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.
- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in Board of Supervisors Policy 6.104 – Information Classification Policy as NPI. The Contractor shall not disclose or publish any County NPI and material received or used in performance of

this Contract. This obligation is perpetual.

- d. **Individual Requests.** The Contractor shall acknowledge any request or instructions from the County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. The Contractor shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor shall notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor shall notify the County as described in Section 12 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- e. **Retention of County Information.** The Contractor shall not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

7. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit shall also apply to all Subcontractors and third parties. The Contractor or third party shall be subject to the following terms and conditions: (i) each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit; and (ii) the Contractor shall be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Contract.

The Contractor shall obtain advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

8. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

The Contractor will encrypt County Information transmitted on networks outside of the Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.

In addition, the Contractor shall not store County Information in the cloud or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information shall be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly.

Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

9. PHYSICAL AND ENVIRONMENTAL SECURITY

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

10. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Contractor shall: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 12 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups shall be encrypted in compliance with the encryption requirements noted above in Section 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

11. ACCESS CONTROL

Subject to and without limiting the requirements under Section 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements shall apply to back-up media stored by the Contractor at off-site facilities.

The Contractor shall implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;

- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor shall record, review and act upon all events in accordance with Incident response policies set forth in Section 12 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor shall ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

12. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, the Contractor shall:

- a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within twenty-four (24) hours of detection of the Incident. All notifications shall be submitted via encrypted email and telephone.

County Chief Information Security Officer and Chief Privacy Officer email
CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

Ralph Johnson
Chief Information Security Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 253-5600

Departmental Information Security Officer:

David Cicero
Departmental Information Security Officer
500 W Temple, 4th Floor
Los Angeles, CA 90012
(213) 974-2149
dcicero@ttc.lacounty.gov

Chief Privacy Officer:

Lillian Russell
Chief Privacy Officer
320 W Temple, 7th Floor Los Angeles, CA 90012
(213) 351-5363

Departmental Chief Information Officer:

Matthew Der
Departmental Chief Information Security Officer
500 W Temple, 4th Floor
Los Angeles, CA 90012
(213) 974-7618
mder@ttc.lacounty.gov

- b. Include the following Information in all notices:
 - i. The date and time of discovery of the Incident,
 - ii. The approximate date and time of the Incident,
 - iii. A description of the type of County Information involved in the reported Incident, and
 - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
 - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.

- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor shall provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.
- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in this Contract and Exhibit, The Contractor shall be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

13. NON-EXCLUSIVE EQUITABLE REMEDY

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 CONFIDENTIALITY shall constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.

14. PERSONALLY IDENTIFIABLE INFORMATION.

"Personally Identifiable Information" shall mean any information that identifies a person, including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, Personally Identifiable Information shall include, but not be limited to, all "nonpublic personal Information," as defined under the Gramm-Leach- Bliley Act (15 United States Code ("U.S.C.") §6801 et seq.), Protected Health Information, and "Personally Identifiable Information" as that term is defined in California Civil Code section 1798.29 and EU Data Protection Directive (Directive 95/46/EEC) on the protection of individuals with regard to processing of personal data and the free movement of such data.

- a. **Personally Identifiable Information.** In connection with this Contract and performance of the services, Contractor may be provided or obtain, from County or otherwise, Personally Identifiable Information pertaining to County's current and prospective personnel, directors and officers, agents, subcontractors, investors, patients, and customers and may need to process such Personally Identifiable Information and/or transfer it, all subject to the restrictions set forth in this Contract and otherwise in compliance with all applicable foreign and domestic laws and regulations for the sole purpose of performing the services.

b. **Treatment of Personally Identifiable Information.** Without limiting any other warranty or obligations specified in this Contract, and in particular the Confidentiality provisions of the Contract, during the term of this Contract and thereafter in perpetuity, Contractor will not gather, store, log, archive, use, or otherwise retain any Personally Identifiable Information in any manner and will not disclose, distribute, sell, share, rent, or otherwise retain any Personally Identifiable Information to any third-party, except as expressly required to perform its obligations in this Contract or as Contractor may be expressly directed in advance in writing by County. Contractor represents and warrants that Contractor will use and process Personally Identifiable Information only in compliance with (a) this Contract, (b) County's then current privacy policy, and all applicable local, state, and federal laws and regulations (including, but not limited to, current and future laws and regulations relating to spamming, privacy, confidentiality, data security, and consumer protection).

c. **Retention of Personally Identifiable Information.** Contractor will not retain any Personally Identifiable Information for any period longer than necessary for Contractor to fulfill its obligations under this Contract. As soon as Contractor no longer needs to retain such Personally Identifiable Information in order to perform its duties under this Contract, Contractor will promptly return or destroy or erase all originals and copies of such Personally Identifiable Information.

d. **Return of Confidential Information.** On County's written request or upon expiration or termination of this Contract for any reason, Contractor will promptly: (a) return or destroy, at County's option, all originals and copies of all documents and materials it has received containing County's Confidential Information; (b) if return or destruction is not permissible under applicable law, continue to protect such information in accordance with the terms of this Contract; and (c) deliver or destroy, at County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection 13(a), and provide a notarized written statement to County certifying that all documents and materials referred to in Subsections 13(a) and (b) have been delivered to County or destroyed, as requested by County. On termination or expiration of this Contract, County will return or destroy all Contractor's Confidential Information (excluding items licensed to County hereunder or that provided to County by Contractor hereunder), at County's option.

15. AUDIT AND INSPECTION

- a. **Self-Audits.** The Contractor shall periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the County.

The Contractor shall have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Contractor shall provide the audit results and any corrective action documentation to the County promptly upon its completion at the County's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any County Information, the Contractor shall promptly provide the County with copies of the same upon the County's reasonable request, including identification of any failure or exception in the Contractor's Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Section shall be provided at no additional charge to the County.

- b. **County Requested Audits.** At its own expense, the County, or an independent third-party auditor commissioned by the County, shall have the right to audit the Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon the County's request the Contractor shall complete a questionnaire regarding Contractor's Information Security and/or program. The County shall pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor shall bear all costs of the audit; and if the audit reveals material non-compliance with this Exhibit, the County may exercise its termination rights underneath the Contract.

Such audit shall be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The County's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor shall cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access shall extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, the Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.

EXHIBITS

- D CONTRACTOR'S EEO CERTIFICATION
- E COUNTY'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION
- G FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION
 - G1 CONTRACTOR ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT
 - G2 CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT
 - G3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT
- H JURY SERVICE ORDINANCE (CONTRACTOR EMPLOYEE JURY SERVICE)
- I SAFELY SURRENDERED BABY LAW
- J DEFAULTED PROPERTY TAX REDUCTION PROGRAM

CONTRACTOR'S EEO CERTIFICATION

First Corporate Solutions, Inc.

Contractor Name

914 S Street, Sacramento, CA 95811

Address

20-1937160

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Daniel Silverburg, Title Projects Manager

Authorized Official's Printed Name and Title

Daniel Silverburg

Authorized Official's Signature

12/18/2020

Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY CONTRACT ADMINISTRATOR:Name: Deondria BarajasTitle: Assistant Treasurer and Tax CollectorAddress: Kenneth Hahn Hall of Administration225 North Hill Street, Room 100, Los Angeles, CA 90012Telephone: (213) 974-2077 Facsimile: (213) 680-3633E-Mail Address: dbarajas@ttc.lacounty.gov**COUNTY CONTRACT MANAGER:**Name: Sergio MarquezTitle: Operations ChiefAddress: Kenneth Hahn Hall of Administration225 North Hill Street, Room 130, Los Angeles, CA 90012Telephone: (213) 974-0070 Facsimile: (213) 680-3648E-Mail Address: smarquez@ttc.lacounty.gov**COUNTY DEPARTMENTAL CHIEF INFORMATION OFFICER (DCIO):**Name: Matthew DerTitle: Departmental Chief Information OfficerAddress: Kenneth Hahn Hall of Administration500 West Temple Street, Room 409, Los Angeles, CA 90012Telephone: (213) 974-7618 Facsimile: (213) 217-4974E-Mail Address: mder@ttc.lacounty.gov**COUNTY DEPARTMENTAL INFORMATION SECURITY OFFICER (DISO):**Name: David CiceroTitle: Departmental Information Security Officer IAddress: Kenneth Hahn Hall of Administration500 West Temple Street, Room 409, Los Angeles, CA 90012Telephone: (213) 974-2149 Facsimile: (213) 217-4974E-Mail Address: dcicero@ttc.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: First Corporate Solutions, Inc.

CONTRACT NO: _____

CONTRACTOR'S CONTRACT ADMINISTRATOR:

Name: Daniel Silverburg
Title: Title Projects Manager
Address: 914 S Street,
Sacramento, CA 95811
Telephone: (800) 406-1577
Facsimile: (800) 266-2703
Email Address: daniel.silverburg@ficoso.com

CONTRACTOR'S CONTRACT MANAGER:

Name: Daniel Silverburg
Title: Title Projects Manager
Address: 914 S Street,
Sacramento, CA 95811
Telephone: (800) 406-1577
Facsimile: (800) 266-2703
Email Address: daniel.silverburg@ficoso.com

CONTRACTOR'S ALTERNATE CONTRACT MANAGER:

Name: Mary Morada
Title: Title Projects Lead
Address: 914 S Street,
Sacramento, CA 95811
Telephone: (800) 406-1577
Facsimile: (800) 266-2703
Email Address: mary.morada@ficoso.com

CONTRACTOR'S ADMINISTRATION

Notices to Contractor shall be sent to the following:

Name: Daniel Silverburg

Title: Title Projects Manager

Address: 914 S Street,
Sacramento, CA 95811

Telephone: (800) 406-1577

Facsimile: (800) 266-2703

Email Address: daniel.silverburg@ficoso.com

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

- G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Exhibits to Contract

Title Investigation and Reporting Services

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.
- C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

1. Has ten or fewer employees during the contract period; and,
2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

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

2.203.090. Severability.

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

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

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

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Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

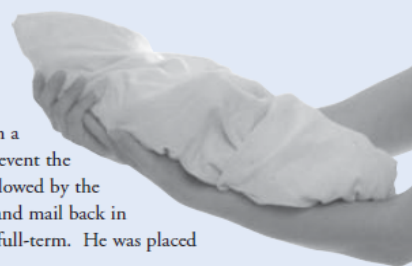
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California?

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

Historia de un bebé

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



**Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

- 2.206.010 Findings and declarations.**
- 2.206.020 Definitions.**
- 2.206.030 Applicability.**
- 2.206.040 Required solicitation and contract language.**
- 2.206.050 Administration and compliance certification.**
- 2.206.060 Exclusions/Exemptions.**
- 2.206.070 Enforcement and remedies.**
- 2.206.080 Severability.**

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to [California Revenue and Taxation Code section 3436](#); or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to [California Revenue and Taxation Code section 2922](#); except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 3. A purchase made through a state or federal contract;
 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 - 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 - 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 - 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to [Section 2.206.060.A.14](#) of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

OPS CLUSTER AGENDA REVIEW DATE	1/13/2021	
BOARD MEETING	2/9/2021	
DELEGATED AUTHORITY BOARD LETTER	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	ALL DISTRICTS	
DEPARTMENT	CHIEF EXECUTIVE OFFICE	
SUBJECT	COUNTYWIDE CLASSIFICATION ACTIONS TO IMPLEMENT THE FISCAL YEAR 2020-2021 FINAL ADOPTED BUDGET AND OTHER CLASSIFICATION ACTIONS	
PROGRAM		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: Included in the FY 2020-2021 Final Adopted Budget	Funding source:
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	IMPLEMENT THE FISCAL YEAR 2020-2021 FINAL ADOPTED BUDGET AND OTHER CLASSIFICATION ACTIONS	
BACKGROUND (include internal/external issues that may exist)	<ul style="list-style-type: none"> • Implementation of Final Adopted Budget allocations which were approved in-concept by the Board on September 29, 2020 • Creation of one (1) classification: <ul style="list-style-type: none"> ➢ Regional Director, Clinical Laboratory (4910) (S13 \$11,303.54 - \$17,579.29 <u>Control Point \$14,596.84</u>) • Title change of one (1) represented classification: <ul style="list-style-type: none"> ➢ Printing Production Supervisor II (7578) to Printing Production Supervisor • Deletion of a Department of Health Services (DHS) Budget Section: <ul style="list-style-type: none"> ➢ Deletion of Section 6.78.030, Managed Care Services (MCS), to streamline the department's budget, as determined by CEO Budget • Salary change of two (2) unclassified classifications: <ul style="list-style-type: none"> ➢ Executive Director, Civilian Oversight Commission (UC) (1064) – from R14 (\$12,151.26 - \$18,897.70 <u>Control Point \$15,691.56</u>) to R17 (\$15,095.34 - \$23,476.34 <u>Control Point \$19,493.40</u>) ➢ Executive Director, Probation Oversight Commission (UC) (1039) - – from R14 (\$12,151.26 - \$18,897.70 <u>Control Point \$15,691.56</u>) to R17 (\$15,095.34 - \$23,476.34 <u>Control Point \$19,493.40</u>) • Technical Correction: <ul style="list-style-type: none"> • Correct item number of Executive Director, Alternatives to Incarceration Initiative (UC) from 0847 to 0849 	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: Irish Wong, Principal Analyst, (213) 893-7818, iwong@ceo.lacounty.gov Bany Rojas, Senior Analyst, (213) 974-1772, brojas@ceo.lacounty.gov Scott Orr, Principal Analyst, (213) 974-1175, sorr@ceo.lacounty.gov Aaron Palacios, Senior Analyst, (213) 974-0512, apalacios@ceo.lacounty.gov Ronald Leeruangsri, Principal Analyst, (213) 974-1459, rleeruangsri@ceo.lacounty.gov Mala Nanda, Deputy Management Programs, HS, (213) 288-8579, mnanda@dhs.lacounty.gov	



**CEO FEBRUARY 9, 2021
FISCAL YEAR 2020-2021
FINAL ADOPTED BUDGET LETTER
SUMMARY**

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This Board Letter includes:

- Implementation of Final Adopted Budget allocations which were approved in-concept by the Board on September 29, 2020
- Creation of one (1) new classification for the Department of Health Services (DHS):
 - Regional Director, Clinical Laboratory (Item No. 4910) (S13 \$11,303.54 - \$17,579.29 Control Point \$14,596.84): DHS requested the establishment of the subject new class to implement a standardized, integrated laboratory structure throughout hospital and ambulatory care settings. This recommendation is based on a review of the department's proposed structure and application of guidelines set forth in the County Code for management classifications. The new classification will report to a Deputy Management Programs, Health Services (UC), (Item No. 4625), within DHS Administration and will have management responsibility for a regional clinical laboratory system within a geographical location, including oversight of multiple hospital-based and clinic-based laboratories. Positions will manage operations through multiple laboratory subordinate managers and supervisors; standardize various laboratory operations and information systems, processes and testing criteria, and work with management to consolidate laboratory testing platforms into regional, rapid-response, and clinic-based laboratories; ensure compliance with clinical practice standards and regulatory requirements; provide an integrated laboratory delivery system; and manage laboratory projects with enterprise value and impact.



**CEO FEBRUARY 9, 2021
FISCAL YEAR 2020-2021
FINAL ADOPTED BUDGET LETTER
SUMMARY**

- Title change of one (1) represented classification:
 - Printing Production Supervisor II (7578) to Printing Production Supervisor: The Printing Production Supervisor I, (Item No. 7577), was deleted from the Classification Plan in 2012. As such, in conjunction with revising the class specification, we are recommending a title change.
- Deletion of a Department of Health Services (DHS) Budget Section:
 - Deletion of Section 6.78.030, Managed Care Services (MCS): The recommended deletion was to streamline the department's budget, as determined by CEO Budget. MCS was created when DHS operated its own health plan. Since the department has not operated the health plan for many years, and instead contracts out for these services, positions are being transferred to Health Services Administration (HSA) (Section 6.78.010), along with the remaining budgeted appropriation during the FY 2020-2021 Final Adopted Budget phase.
- Salary change of two (2) unclassified classifications:
 - Executive Director, Civilian Oversight Commission (UC) (1064) – from R14 (\$12,151.26 - \$18,897.70 Control Point \$15,691.56) to R17 (\$15,095.34 - \$23,476.34 Control Point \$19,493.40)
 - Executive Director, Probation Oversight Commission (UC) (1039) - – from R14 (\$12,151.26 - \$18,897.70 Control Point \$15,691.56) to R17 (\$15,095.34 - \$23,476.34 Control Point \$19,493.40)

The recommended salary changes recognize the expanding roles of both subject classifications and the specialized legal knowledge and experience required to perform the complex duties of these classifications.
- Technical Correction:
 - Correct item number of Executive Director, Alternatives to Incarceration Initiative (UC) from 0847 to 0849



FESIA A. DAVENPORT
Acting Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

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Board of Supervisors
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Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

February 9, 2021

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

Dear Supervisors:

COUNTYWIDE CLASSIFICATION ACTIONS TO IMPLEMENT THE FISCAL YEAR 2020-2021 FINAL ADOPTED BUDGET AND OTHER CLASSIFICATION ACTIONS (ALL SUPERVISORIAL DISTRICTS - 3 VOTES)

SUBJECT

This letter and accompanying ordinance will update the departmental staffing provisions related to the approval of the Fiscal Year (FY) 2020-2021 Final Adopted Budget, as well as provide technical adjustments and corrections to reflect earlier Board-approved budget and classification actions. This letter and accompanying ordinance will update the departmental staffing provisions by adding one (1) new classification; by changing the title of one (1) represented classification; by deleting a budget section; by changing the salary range of two (2) unclassified classifications; and by making a technical correction.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the accompanying ordinance amending Title 6, Salaries, of the County Code to update the departmental staffing provisions to reflect positions allocated, deleted, and transferred in the FY 2020-2021 Final Adopted Budget and to implement routine technical adjustments and corrections to reflect earlier Board-approved budget and classification actions.
2. Approve the accompanying ordinance amending Title 6, Salaries, of the County Code to add one (1) new classification in the Department of Health Services (DHS); to change the title of one (1) classification in the Department of Registrar-Recorder/County Clerk (RR/CC); to delete a budget section in DHS; to change the salary range of two (2) unclassified classifications in the Executive Office of the Board of Supervisors; and to make a technical correction.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The following summarizes the purpose/justification of the recommended actions:

FY 2020-2021 Final Adopted Budget

The subject budget phase was approved, in concept, by your Board on September 29, 2020. Since that time, we have been working to gather and analyze the required information to determine and allocate the appropriate classification and level of new positions. This letter implements these specific changes to the departmental staffing provisions.

Your Board's approval of the attached ordinance will fulfill the Charter requirement to provide for the number of County employees. It will also provide the authority for County departments to fill new positions allocated in the FY 2020-2021 Final Adopted Budget, delete positions which are obsolete or eliminated through curtailments, and make other adjustments as necessary. These recommendations are a routine part of the annual budget process.

Routine Adjustments and Corrections

Routine adjustments and corrections are being made to the ordinance to provide for staffing provisions for various County departments. These adjustments include position deletions and adjusting entries from previous classification actions such as reorganizations and mid-year allocations.

New Classification

We are recommending the Regional Director, Clinical Laboratory, (Item No. 4910) (Attachment A), classification be established to implement a standardized, integrated laboratory structure throughout hospital and ambulatory care settings. This recommendation is based on a review of the department's proposed structure and application of guidelines set forth in the County Code for management classifications. The new classification will report to a Deputy Management Programs, Health Services (UC), (Item No. 4625), within DHS Administration and will have management responsibility for a regional clinical laboratory system within a geographical location, including oversight of multiple hospital-based and clinic-based laboratories. Positions will manage operations through multiple laboratory subordinate managers and supervisors; standardize various laboratory operations and information systems, processes and testing criteria; work with management to consolidate laboratory testing platforms into regional, rapid-response, and clinic-based laboratories; ensure compliance with clinical practice standards and regulatory requirements; provide an integrated laboratory delivery system; and manage laboratory projects with enterprise value and impact.

Title Change

We are recommending a title change for the Printing Production Supervisor II, (Item No. 7578) (Attachment A), classification to Printing Production Supervisor, allocated to the RR/CC. The Printing Production Supervisor I, (Item No. 7577), was deleted from the Classification Plan in 2012.

DHS Budget Section Deletion

We are recommending an amendment to the County Code to reflect the deletion of Section 6.78.030, Managed Care Services (MCS), within the DHS. As part of an effort to streamline the DHS budget, it was necessary to close out the MCS budget.

MCS was created when DHS operated its own health plan. Since the department has not operated the health plan for many years, and instead contracts out for these services, positions are being transferred to Health Services Administration (HSA), (Section 6.78.010), along with the remaining budgeted appropriation during the FY 2020-2021 Final Adopted Budget phase. Chief Executive Office's Budget section worked with DHS and Auditor-Controller to ensure a seamless realignment and will continue to work with DHS in future budget phases to determine how the transferred appropriation should be further realigned within HSA.

Salary Changes

We are recommending a salary range change for two (2) unclassified Management Appraisal and Performance Plan (MAPP) classifications, (Attachment A). Specifically, we are recommending a salary range increase for the Executive Director, Civilian Oversight Commission (UC), (Item No. 1064), and the Executive Director, Probation Oversight Commission (UC), (Item No. 1039), classifications from salary range R14 to R17. This recommendation recognizes the expanding roles of both subject classifications and the specialized legal knowledge and experience required to perform the complex duties of these classifications.

Technical Correction

Due to a clerical error, we are recommending an item number correction for the Executive Director, Alternatives to Incarceration Initiative (UC) classification from Item No. 0847 to Item No. 0849, (Attachment A). The unclassified classification was originally adopted by your Board on November 24, 2020. The new item number will correct the error.

Implementation of Strategic Plan Goals

Approval of the accompanying ordinance will further the County Strategic Plan Goal III – Realize Tomorrow’s Government Today. Specifically, it will address Strategy III.3 to Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

FISCAL IMPACT/FINANCING

The cost of and financing for the new position recommendations have been included in the FY 2020-2021 Final Adopted Budget. There is no cost associated with any other actions in this ordinance.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Article III, Section 11(3) of the Charter of the County of Los Angeles, the Board of Supervisors is “to provide, by ordinance, for the number of assistants, deputies, clerks, attaches, and other persons employed in the service of the County.” The County Charter also authorizes the establishment and maintenance of “a classification plan and the classification of all positions.” This responsibility is further delineated in Civil Service Rule 5.

The accompanying ordinance implementing amendments to Title 6, Salaries, of the County Code has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these recommendations will enable departments to effect personnel actions associated with the FY 2020-2021 Final Adopted Budget and other classification actions.

Respectfully submitted,

FESIA A. DAVENPORT
Acting Chief Executive Officer

FAD:JMN:AC:AYH
IW:KP:mmg

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Human Resources
Affected Departments

CLASSIFICATION PLAN CHANGES

ATTACHMENT A

CLASSIFICATION RECOMMENDED FOR ADDITION TO THE CLASSIFICATION PLAN

Proposed Savings/ Cafeteria Benefit Plan	Item No.	Title	Recommended Salary Schedule and Level	
Savings/ Megaflex	4910	Regional Director, Clinical Laboratory	N23	S13

REPRESENTED CLASSIFICATION RECOMMENDED FOR TITLE CHANGE TO THE CLASSIFICATION PLAN

Item No.	Current Title	Recommended New Title
7578	Printing Production Supervisor II	Printing Production Supervisor

NON-REPRESENTED CLASSIFICATION RECOMMENDED FOR SALARY CHANGE TO THE CLASSIFICATION PLAN

Item No.	Title	Current Salary Schedule and Level		Recommended Salary Schedule and Level	
1064	Executive Director, Civilian Oversight Commission (UC)	N23	R14	N23	R17
1039	Executive Director, Probation Oversight Commission (UC)	N23	R14	N23	R17

TECHNICAL CORRECTION TO THE CLASSIFICATION PLAN

Current Item No.	Corrected Item No.	Title
0847	0849	Executive Director, Alternatives to Incarceration Initiative (UC)

ANALYSIS

This ordinance amends Title 6 – Salaries of the Los Angeles County Code by:

- Adding and establishing the salary for one employee classification;
- Changing the salary of two non-represented employee classifications;
- Correcting the item number for one non-represented employee classification;
- Deleting Section 6.78.030 (Department of Health Services - Managed Care Services) in its entirety; and
- Adding, deleting, and/or changing certain employee classifications and number of ordinance positions in the departments of Alternate Public Defender, Board of Supervisors, Chief Executive Officer, Child Support Services, Children and Family Services, Consumer and Business Affairs, District Attorney, Fire, Health Services, Internal Services, LA County Library, Mental Health, Parks and Recreation, Probation, Public Defender, Public Health, Public Works, Registrar-Recorder/County Clerk, Sheriff, Treasurer and Tax Collector, and Workforce Development, Aging and Community Services.

RODRIGO CASTRO-SILVA
Acting County Counsel

By:
RICHARD D. BLOOM
Principal Deputy County Counsel
Labor & Employment Division

RDB:

ORDINANCE NO. _____

An ordinance amending Title 6 – Salaries of the Los Angeles County Code to add and establish the salary for one employee classification; to change the salary of two employee classifications; to correct the item number of one employee classification; to delete Section 6.78.030; and as a result of the budget process for FY 2020-2021, to add, delete, and/or change certain employee classifications and number of ordinance positions in various departments.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Section 6.28.050 (Tables of Classes of Positions with Salary Schedule and Level) is hereby amended to add the following class:

ITEM NO.	TITLE	EFFECTIVE DATE	SALARY OR SALARY SCHEDULE AND LEVEL
<u>4910</u>	<u>REGIONAL DIRECTOR, CLINICAL LABORATORY</u>	<u> </u> *	<u>N23</u> <u>S13</u>

*The Executive Office/Clerk of the Board of Supervisors shall insert the effective date for the salary or salary schedule and level in the space provided for the classification added to Section 6.28.050 of the County Code.

SECTION 2. Section 6.28.050 (Tables of Classes of Positions with Salary

Schedule and Level) is hereby amended to change only the salary of the following classes:

ITEM NO.	TITLE	EFFECTIVE DATE	SALARY OR SALARY SCHEDULE AND LEVEL	
1064	EXEC DIR,CIVILIAN OVERSIGHT COMM(UC)	04/01/2018	N23	R14
		10/01/2018	N23	R14
		10/01/2019	N23	R14
		01/01/2020	N23	R14
		10/01/2020	N23	R14
		01/01/2021	N23	R14
		_____*	<u>N23</u>	<u>R17</u>
1039	EXEC DIR,PROBATION OVERSIGHT COMMISSION(UC)	02/11/2020	N23	R14
		10/01/2020	N23	R14
		01/01/2021	N23	R14
		_____*	<u>N23</u>	<u>R17</u>

*The Executive Office/Clerk of the Board of Supervisors shall insert the effective date for the salary or salary schedule and level in the space provided for the salary changes made to Section 6.28.050 of the County Code.

SECTION 3. Section 6.28.050 is hereby amended to correct the item number for the following class:

ITEM NO.	TITLE
0847 <u>0849</u>	EXECUTIVE DIRECTOR,ALTERNATIVES TO INCARCERATION INITIATIVE(UC)

SECTION 4. Section 6.33.010 (Alternate Public Defender) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>2901N</u>	<u>1</u>	<u>INVESTIGATOR II,PD</u>

SECTION 5. Section 6.33.010 (Alternate Public Defender) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
9255A	4 <u>10</u>	DEPUTY ALTERNATE PUBLIC DEFENDER II
9256A	54 <u>58</u>	DEPUTY ALTERNATE PUBLIC DEFENDER III
9256N	4 <u>10</u>	DEPUTY ALTERNATE PUBLIC DEFENDER III
2591A	4 <u>2</u>	INFORMATION SYSTEMS ANALYST II
2161A	44 <u>15</u>	LEGAL OFFICE SUPPORT ASSISTANT II
9232A	4 <u>3</u>	PARALEGAL
9035N	4 <u>2</u>	PSYCHIATRIC SOCIAL WORKER II

SECTION 6. Section 6.44.010 (Department of the Board of Supervisors) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>1039A</u>	<u>1</u>	<u>EXEC DIR,PROBATION OVERSIGHT COMMISSION(UC)</u>

SECTION 7. Section 6.44.010 (Department of the Board of Supervisors) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
9974A	3 <u>4</u>	ASSISTANT INSPECTOR GENERAL(UC)
8250M	4 <u>2</u>	CAREER DEVELOPMENT INTERN
1651A	5 <u>7</u>	DEPUTY INSPECTOR GENERAL
1120A	2 <u>3</u>	EXECUTIVE ASSISTANT
1650A	5 <u>9</u>	INSPECTOR,OIG
2915A	4 <u>5</u>	INVESTIGATOR II
2109A	8 <u>9</u>	MANAGEMENT SECRETARY III
9414	9 <u>27</u>	MEMBER CIVILIAN OVERSIGHT COMMISSIONER
1110A	5 <u>7</u>	PROJECT DIRECTOR,BD OF SUPVRS
0959A	2 <u>3</u>	STAFF ANALYST,COMMISSION SERVS

SECTION 8. Section 6.50.010 (Department of the Chief Executive Officer) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>0860A</u>	<u>1</u>	<u>EX DIR,WOMEN & GIRLS INITIATIVE(UC)</u>

SECTION 9. Section 6.50.010 (Department of the Chief Executive Officer) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0829A	67 <u>68</u>	SENIOR ANALYST,CEO
0847A	2 <u>4</u>	SENIOR MANAGER,CEO(UC)

SECTION 10. Section 6.53.010 (Department of Children and Family Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2214A	946 <u>945</u>	INTERMEDIATE TYPIST-CLERK
2547A	24 <u>25</u>	SENIOR IT TECHNICAL SUPPORT ANALYST

SECTION 11. Section 6.55.010 (Child Support Services Department) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1614A	589 <u>726</u>	CHILD SUPPORT SPECIALIST II

SECTION 12. Section 6.58.010 (Department of Workforce Development, Aging and Community Services) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
9051N	404 <u>114</u>	SOCIAL WORKER

SECTION 13. Section 6.60.010 (Department of Consumer and Business Affairs) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>9484</u>	<u>9</u>	<u>MEMBER, RENTAL HOUSING OVERSIGHT COMMISSION</u>

SECTION 14. Section 6.60.010 (Department of Consumer and Business Affairs) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1002A	8 <u>10</u>	ADMINISTRATIVE SERVICES MANAGER I
1667A	4 <u>5</u>	CONSUMER & BUSINESS AFFAIRS SPECIALIST

SECTION 15. Section 6.70.010 (District Attorney) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0656A	3 <u>2</u>	ACCOUNTING OFFICER I
1002A	9 <u>10</u>	ADMINISTRATIVE SERVICES MANAGER I
9958A	6 <u>7</u>	BUREAU CHIEF,DA(UC)
9272A	273 <u>277</u>	DEPUTY DISTRICT ATTORNEY II
9273A	347 <u>350</u>	DEPUTY DISTRICT ATTORNEY III
9274A	324 <u>319</u>	DEPUTY DISTRICT ATTORNEY IV
9277A	35 <u>36</u>	HEAD DEPUTY DISTRICT ATTORNEY
2214A	49 <u>50</u>	INTERMEDIATE TYPIST-CLERK
2214N	40 <u>9</u>	INTERMEDIATE TYPIST-CLERK
2889A	18 <u>17</u>	INVESTIGATOR,DA
2161A	127 <u>131</u>	LEGAL OFFICE SUPPORT ASSISTANT II
2894A	14 <u>15</u>	LIEUTENANT,DA
1848A	16 <u>15</u>	MANAGEMENT ANALYST
9232A	79 <u>83</u>	PARALEGAL
2594A	4 <u>2</u>	PRINCIPAL INFO SYSTEMS ANALYST
2593A	5 <u>6</u>	SENIOR INFORMATION SYSTEMS ANALYST
2547A	9 <u>10</u>	SENIOR IT TECHNICAL SUPPORT ANALYST
2163A	46 <u>45</u>	SENIOR LEGAL OFFICE SUPPORT ASST
2198A	3 <u>4</u>	STENOGRAPHIC REPORTER

1566N	73	<u>72</u>	VICTIM SERVICES REPRESENTATIVE II
7142A	2	<u>3</u>	VIDEO PRODUCTION SPECIALIST
1216A	32	<u>33</u>	WITNESS ASSISTANT I,DA

SECTION 16. Section 6.76.014 (Fire Department – Operations) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>0196M</u>	<u>36</u>	<u>FIRE SUPPRESSION AID</u>

SECTION 17. Section 6.76.014 (Fire Department – Operations) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0205A	695	<u>704</u> FIRE CAPTAIN(56 HOURS)
0199A	1414	<u>1432</u> FIRE FIGHTER(56 HOURS)
0201A	750	<u>762</u> FIRE FIGHTER SPECIALIST(56 HOURS)

SECTION 18. Section 6.76.015 (Fire Department – Prevention) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0205A	25	<u>26</u> FIRE CAPTAIN(56 HOURS)
0201A	93	<u>96</u> FIRE FIGHTER SPECIALIST(56 HOURS)
3773A	37	<u>38</u> FIRE PREVENTION ENGINEERING ASST II

SECTION 19. Section 6.77.010 (Department of Public Health) is hereby amended

to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>0886F</u>	<u>60</u>	<u>ADMINISTRATIVE AID</u>
<u>4595F</u>	<u>5</u>	<u>ASSISTANT STAFF ANALYST,HLTH SERVS</u>
<u>1761F</u>	<u>2</u>	<u>CHIEF EPIDEMIOLOGIST</u>
<u>8103F</u>	<u>20</u>	<u>COMMUNITY HEALTH WORKER</u>
<u>4614F</u>	<u>3</u>	<u>CONTRACT PROGRAM AUDITOR</u>
<u>5670F</u>	<u>20</u>	<u>ENVIRONMENTAL HEALTH SPECIALIST I</u>
<u>1759F</u>	<u>10</u>	<u>EPIDEMIOLOGIST</u>
<u>1757F</u>	<u>20</u>	<u>EPIDEMIOLOGY ANALYST</u>
<u>5707F</u>	<u>20</u>	<u>HEALTH FACILITIES EVALUATOR,NURSING</u>
<u>4727F</u>	<u>5</u>	<u>HEALTH PROGRAM ANALYST I</u>
<u>4729F</u>	<u>5</u>	<u>HEALTH PROGRAM ANALYST II</u>
<u>4731F</u>	<u>5</u>	<u>HEALTH PROGRAM ANALYST III</u>
<u>2214F</u>	<u>60</u>	<u>INTERMEDIATE TYPIST-CLERK</u>
<u>5105F</u>	<u>5</u>	<u>LICENSED VOCATIONAL NURSE II</u>
<u>0904F</u>	<u>10</u>	<u>MANAGEMENT ASSISTANT</u>
<u>4899F</u>	<u>2</u>	<u>MED TECHNOLOGIST,LAB INFO SYSTEMS</u>
<u>5121F</u>	<u>2</u>	<u>NURSE PRACTITIONER</u>
<u>5214F</u>	<u>5</u>	<u>NURSING INSTRUCTOR</u>
<u>5476F</u>	<u>10</u>	<u>PHYSICIAN SPECIALIST(NON MEGAFLEX)</u>

<u>5644F</u>	<u>30</u>	<u>PUBLIC HEALTH INVESTIGATOR TRAINEE</u>
<u>5230F</u>	<u>40</u>	<u>PUBLIC HEALTH NURSE</u>
<u>8971F</u>	<u>20</u>	<u>RESEARCH ANALYST I,BEHAVIOR SCI</u>
<u>8972F</u>	<u>10</u>	<u>RESEARCH ANALYST II,BEHAVIOR SCI</u>
<u>8973F</u>	<u>10</u>	<u>RESEARCH ANALYST III,BEHAVIOR SCI</u>
<u>4850F</u>	<u>5</u>	<u>SENIOR HEALTH EDUCATOR</u>
<u>5456F</u>	<u>3</u>	<u>SENIOR PHYSICIAN</u>
<u>4593F</u>	<u>10</u>	<u>STAFF ANALYST,HEALTH</u>
<u>5329F</u>	<u>5</u>	<u>SUPERVISING CLINIC NURSE I</u>
<u>1760F</u>	<u>20</u>	<u>SUPERVISING EPIDEMIOLOGIST</u>
<u>7142F</u>	<u>1</u>	<u>VIDEO PRODUCTION SPECIALIST</u>

SECTION 20. Section 6.77.010 (Department of Public Health) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
5233N	20	<u>19</u>	ASSISTANT PROGRAM SPECIALIST,PHN
1761N	4	<u>2</u>	CHIEF EPIDEMIOLOGIST
8103N	70	<u>69</u>	COMMUNITY HEALTH WORKER
4614N	66	<u>67</u>	CONTRACT PROGRAM AUDITOR
1759N	33	<u>34</u>	EPIDEMIOLOGIST
5104F	4	<u>6</u>	LICENSED VOCATIONAL NURSE I
2180A	2	<u>1</u>	MEDICAL STENOGRAPHER

5230A	464	<u>447</u>	PUBLIC HEALTH NURSE
5133F	3	<u>23</u>	REGISTERED NURSE I
5134F	3	<u>13</u>	REGISTERED NURSE II
4593N	48	<u>49</u>	STAFF ANALYST,HEALTH

SECTION 21. Section 6.78.010 (Department of Health Services – Administration)
is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1004N	4	ADMINISTRATIVE SERVICES MANAGER III
8059A	2	HEALTH SERVICES MANAGEMENT FELLOW
0666N	4	SENIOR ACCOUNTING SYSTEMS TECH
1865N	2	TRAINING COORDINATOR, MENTAL HEALTH

SECTION 22. Section 6.78.010 (Department of Health Services – Administration)
is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>1007A</u>	<u>1</u>	<u>ADMINISTRATIVE SERVICES DIV MGR</u>
<u>1182A</u>	<u>1</u>	<u>CHIEF CLERK</u>
<u>5087A</u>	<u>4</u>	<u>CLINIC NURSING ATTENDANT I</u>
<u>9013A</u>	<u>1</u>	<u>CLINICAL SOCIAL WORKER</u>
<u>9180A</u>	<u>3</u>	<u>COMMUNITY HEALTH PLAN MARKETING REP</u>
<u>6026A</u>	<u>1</u>	<u>COUNTY MESSENGER DRIVER</u>

<u>2575A</u>	<u>1</u>	<u>DEPTL CHIEF INFORMATION OFFICER I</u>
<u>4568A</u>	<u>1</u>	<u>DIRECTOR,OFFICE OF MANAGED CARE(UC)</u>
<u>4846A</u>	<u>1</u>	<u>HEALTH EDUCATION ASSISTANT</u>
<u>4848A</u>	<u>3</u>	<u>HEALTH EDUCATOR</u>
<u>1772A</u>	<u>2</u>	<u>MARKETING ANALYST</u>
<u>9191A</u>	<u>1</u>	<u>PATIENT FINANCIAL SERVS CONT SUPVR</u>
<u>9188A</u>	<u>5</u>	<u>PAT FIN SVCS CONT WKR(NON MEGAFLEX)</u>
<u>5529A</u>	<u>1</u>	<u>PHARMACY SERVICES CHIEF II</u>
<u>1600A</u>	<u>1</u>	<u>PUBLIC INFORMATION OFFICER I</u>
<u>2097A</u>	<u>2</u>	<u>SECRETARY IV</u>
<u>4850A</u>	<u>1</u>	<u>SENIOR HEALTH EDUCATOR</u>
<u>2585A</u>	<u>2</u>	<u>SENIOR INFORMATION TECHNOLOGY AIDE</u>
<u>1773A</u>	<u>1</u>	<u>SENIOR MARKETING ANALYST</u>
<u>1861A</u>	<u>1</u>	<u>STAFF DEVELOPMENT SPECIALIST</u>
<u>5125A</u>	<u>1</u>	<u>UTILIZATION REVIEW NURSE SUPVR I</u>

SECTION 23. Section 6.78.010 (Department of Health Services – Administration)

is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0578A	7 <u>5</u>	ACCOUNT CLERK II
0647A	7 <u>9</u>	ACCOUNTANT II
0648A	-4 <u>5</u>	ACCOUNTANT III

0665A	8	<u>10</u>	ACCOUNTING SYSTEMS TECHNICIAN
0642A	4	<u>9</u>	ACCOUNTING TECHNICIAN I
0643A	42	<u>15</u>	ACCOUNTING TECHNICIAN II
0888A	40	<u>12</u>	ADMINISTRATIVE ASSISTANT II
0889A	45	<u>16</u>	ADMINISTRATIVE ASSISTANT III
1004A	49	<u>20</u>	ADMINISTRATIVE SERVICES MANAGER III
5295A	47	<u>20</u>	ASST NURSING DIR,ADMINISTRATION
4595A	37	<u>46</u>	ASSISTANT STAFF ANALYST,HLTH SERVS
4595N	3	<u>2</u>	ASSISTANT STAFF ANALYST,HLTH SERVS
5513A	7	<u>8</u>	CLINICAL PHARMACIST
9014N	46	<u>11</u>	CLINICAL SOCIAL WORK SUPERVISOR I
3725A	4	<u>2</u>	COMMUNICATIONS SERVICES ANALYST
8103N	60	<u>44</u>	COMMUNITY HEALTH WORKER
4614A	49	<u>25</u>	CONTRACT PROGRAM AUDITOR
2611A	3	<u>4</u>	DEPTL INFO SECURITY OFFICER I
1757A	5	<u>4</u>	EPIDEMIOLOGY ANALYST
1757N	2	<u>1</u>	EPIDEMIOLOGY ANALYST
0749A	44	<u>19</u>	FINANCIAL SPECIALIST III
0750A	3	<u>6</u>	FINANCIAL SPECIALIST IV
0752A	8	<u>9</u>	FISCAL OFFICER I
0753A	4	<u>2</u>	FISCAL OFFICER II
0672A	48	<u>19</u>	HEALTH CARE FINANCIAL ANALYST
2591A	45	<u>24</u>	INFORMATION SYSTEMS ANALYST II

2591N	-4	<u>2</u>	INFORMATION SYSTEMS ANALYST II
2565A	-4	<u>5</u>	INFORMATION TECHNOLOGY MANAGER I
2571A	-4	<u>5</u>	INFORMATION TECHNOLOGY MANAGER II
2546A	15	<u>17</u>	IT TECHNICAL SUPPORT ANALYST II
2548A	-4	<u>5</u>	IT TECHNICAL SUPPORT SUPERVISOR
1138A	22	<u>33</u>	INTERMEDIATE CLERK
1176A	-4	<u>3</u>	INTERMEDIATE SUPERVISING CLERK
2221A	17	<u>14</u>	INTERMEDIATE SUPVG TYPIST-CLERK
2214A	67	<u>64</u>	INTERMEDIATE TYPIST-CLERK
2214N	9	<u>5</u>	INTERMEDIATE TYPIST-CLERK
1848A	56	<u>59</u>	MANAGEMENT ANALYST
9002N	22	<u>12</u>	MEDICAL CASE WORKER II
5463A	4	<u>2</u>	MEDICAL DIRECTOR I
5504A	7	<u>11</u>	PHARMACY TECHNICIAN
5476A	19	<u>20</u>	PHYSICIAN SPECIALIST(NON MEGAFLEX)
2526A	5	<u>6</u>	PRINCIPAL APPLICATION DEVELOPER
1845A	7	<u>8</u>	PRIN DEPARTMENTAL PERSONNEL ASST
2594A	28	<u>30</u>	PRINCIPAL INFO SYSTEMS ANALYST
4629A	15	<u>16</u>	PROGRAM IMPLEMENTATION MANAGER,HS
4604A	4	<u>2</u>	PROGRAMS ADMINISTRATOR,HEALTH SERVS
9035N	11	<u>7</u>	PSYCHIATRIC SOCIAL WORKER II
5134A	39	<u>65</u>	REGISTERED NURSE II
5135A	9	<u>16</u>	REGISTERED NURSE III

8972A	5	<u>7</u>	RESEARCH ANALYST II,BEHAVIOR SCI
2095A	4	<u>2</u>	SECRETARY II
2096A	3	<u>8</u>	SECRETARY III
2525A	12	<u>14</u>	SENIOR APPLICATION DEVELOPER
4615A	5	<u>7</u>	SENIOR CONTRACT PROGRAM AUDITOR
1843A	29	<u>30</u>	SENIOR DEPARTMENTAL PERSONNEL ASST
4414A	2	<u>3</u>	SENIOR GEOGRAPHIC INFO SYST ANALYST
2593A	71	<u>75</u>	SENIOR INFORMATION SYSTEMS ANALYST
2593N	4	<u>3</u>	SENIOR INFORMATION SYSTEMS ANALYST
2547A	44	<u>15</u>	SENIOR IT TECHNICAL SUPPORT ANALYST
2117A	4	<u>3</u>	SENIOR MANAGEMENT SECRETARY IV
5456N	4	<u>2</u>	SENIOR PHYSICIAN
2102A	9	<u>10</u>	SENIOR SECRETARY III
4594A	46	<u>51</u>	SENIOR STAFF ANALYST,HEALTH
4594N	5	<u>4</u>	SENIOR STAFF ANALYST,HEALTH
2216A	76	<u>82</u>	SENIOR TYPIST-CLERK
4593A	155	<u>176</u>	STAFF ANALYST,HEALTH
4593N	21	<u>18</u>	STAFF ANALYST,HEALTH
0907A	13	<u>24</u>	STAFF ASSISTANT I
0907N	42	<u>8</u>	STAFF ASSISTANT I
9144A	7	<u>11</u>	STAFF DEVELOPMENT SPECIALIST,HS
8243F	9	<u>6</u>	STUDENT PROFESSIONAL WORKER I
2482F	5	<u>4</u>	STUDENT PROF WORKER,INFO TECH

0896A	4	<u>2</u>	SUPVG ADMINISTRATIVE ASSISTANT I
0897A	4	<u>2</u>	SUPVG ADMINISTRATIVE ASSISTANT II
1174A	4	<u>5</u>	SUPERVISING CLERK
5338A	4	<u>4</u>	SUPERVISING STAFF NURSE I

SECTION 24. Section 6.78.030 (Department of Health Services – Managed Care Services) is hereby deleted in its entirety:

~~6.78.030 Managed Care Services – Positions.~~

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0577A	4	ACCOUNT CLERK I
0647A	2	ACCOUNTANT II
0648A	4	ACCOUNTANT III
0665A	2	ACCOUNTING SYSTEMS TECHNICIAN
0642A	12	ACCOUNTING TECHNICIAN I
0643A	3	ACCOUNTING TECHNICIAN II
0888A	2	ADMINISTRATIVE ASSISTANT II
0889A	4	ADMINISTRATIVE ASSISTANT III
1007A	4	ADMINISTRATIVE SERVICES DIV MGR
1004A	4	ADMINISTRATIVE SERVICES MANAGER III
5295A	3	ASST NURSING DIR, ADMINISTRATION
4595A	9	ASSISTANT STAFF ANALYST, HLTH SERVS
1182A	4	CHIEF CLERK

5087A	9	CLINIC NURSING ATTENDANT-I
5513A	1	CLINICAL PHARMACIST
9013A	1	CLINICAL SOCIAL WORKER
3725A	1	COMMUNICATIONS SERVICES ANALYST
9180A	5	COMMUNITY HEALTH PLAN MARKETING REP
4614A	8	CONTRACT PROGRAM AUDITOR
6026A	1	COUNTY MESSENGER DRIVER
4763A	1	DENTIST
2575A	1	DEPTL CHIEF INFORMATION OFFICER-I
2611A	1	DEPTL INFO SECURITY OFFICER-I
4568A	1	DIRECTOR, OFFICE OF MANAGED CARE(UC)
1759A	1	EPIDEMIOLOGIST
0749A	8	FINANCIAL SPECIALIST III
0750A	3	FINANCIAL SPECIALIST IV
0752A	1	FISCAL OFFICER-I
0753A	1	FISCAL OFFICER-II
0672A	1	HEALTH CARE FINANCIAL ANALYST
4846A	1	HEALTH EDUCATION ASSISTANT
4848A	3	HEALTH EDUCATOR
2591A	9	INFORMATION SYSTEMS ANALYST-II
2565A	1	INFORMATION TECHNOLOGY MANAGER-I
2571A	1	INFORMATION TECHNOLOGY MANAGER-II
2546A	2	IT TECHNICAL SUPPORT ANALYST-II

2548A	1	IT TECHNICAL SUPPORT SUPERVISOR
1138A	16	INTERMEDIATE CLERK
1848A	3	MANAGEMENT ANALYST
1772A	2	MARKETING ANALYST
5463A	4	MEDICAL DIRECTOR I
9191A	1	PATIENT FINANCIAL SERVS CONT SUPVR
9188A	5	PAT FIN SVCS CONT WKR(NON MEGAFLEX)
5529A	1	PHARMACY SERVICES CHIEF II
5504A	6	PHARMACY TECHNICIAN
5476A	4	PHYSICIAN SPECIALIST(NON MEGAFLEX)
2526A	1	PRINCIPAL APPLICATION DEVELOPER
1845A	1	PRIN DEPARTMENTAL PERSONNEL ASST
2594A	2	PRINCIPAL INFO SYSTEMS ANALYST
4629A	1	PROGRAM IMPLEMENTATION MANAGER,HS
4604A	1	PROGRAMS ADMINISTRATOR,HEALTH SERVS
1600A	1	PUBLIC INFORMATION OFFICER I
5134A	26	REGISTERED NURSE II
5135A	7	REGISTERED NURSE III
8972A	2	RESEARCH ANALYST II,BEHAVIOR SCI
2095A	4	SECRETARY II
2096A	5	SECRETARY III
2097A	2	SECRETARY IV
2525A	2	SENIOR APPLICATION DEVELOPER

1140A	2	SENIOR CLERK
4615A	2	SENIOR CONTRACT PROGRAM AUDITOR
1843A	1	SENIOR DEPARTMENTAL PERSONNEL ASST
4414A	1	SENIOR GEOGRAPHIC INFO SYST ANALYST
4850A	1	SENIOR HEALTH EDUCATOR
2593A	-4	SENIOR INFORMATION SYSTEMS ANALYST
2585A	2	SENIOR INFORMATION TECHNOLOGY AIDE
2547A	1	SENIOR IT TECHNICAL SUPPORT ANALYST
1773A	1	SENIOR MARKETING ANALYST
5456N	1	SENIOR PHYSICIAN
2102A	2	SENIOR SECRETARY III
4594A	5	SENIOR STAFF ANALYST,HEALTH
2216A	12	SENIOR TYPIST-CLERK
4593A	21	STAFF ANALYST,HEALTH
0907A	13	STAFF ASSISTANT I
1861A	1	STAFF DEVELOPMENT SPECIALIST
9144A	-4	STAFF DEVELOPMENT SPECIALIST,HS
0896A	1	SUPVG ADMINISTRATIVE ASSISTANT I
0897A	1	SUPVG ADMINISTRATIVE ASSISTANT II
1174A	-4	SUPERVISING CLERK
5338A	3	SUPERVISING STAFF NURSE I
5125A	1	UTILIZATION REVIEW NURSE-SUPVR I

SECTION 25. Section 6.78.055 (Department of Health Services – Harbor Care South) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5092A	59 <u>72</u>	CERTIFIED MEDICAL ASSISTANT
5090A	149 <u>158</u>	CLINIC LICENSED VOCATIONAL NURSE I
4895A	90 <u>88</u>	CLINICAL LABORATORY SCIENTIST I
2214A	147 <u>155</u>	INTERMEDIATE TYPIST-CLERK
2214N	3 <u>2</u>	INTERMEDIATE TYPIST-CLERK
5135A	138 <u>140</u>	REGISTERED NURSE III
8105N	2 <u>1</u>	SENIOR COMMUNITY WORKER

SECTION 26. Section 6.78.060 (Department of Health Services – LAC+USC Medical Center) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5090A	148 <u>153</u>	CLINIC LICENSED VOCATIONAL NURSE I
5133F	117 <u>116</u>	REGISTERED NURSE I
5134F	85 <u>84</u>	REGISTERED NURSE II
5135A	316 <u>317</u>	REGISTERED NURSE III
5589A	98 <u>97</u>	SR RESPIRATORY CARE PRACTITIONER

SECTION 27. Section 6.78.065 (Department of Health Services – Rancho Los Amigos) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8059A	4	HEALTH SERVICES MANAGEMENT FELLOW

SECTION 28. Section 6.78.065 (Department of Health Services – Rancho Los Amigos) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5090A	42 <u>14</u>	CLINIC LICENSED VOCATIONAL NURSE I
2214A	54 <u>56</u>	INTERMEDIATE TYPIST-CLERK
5098F	44 <u>10</u>	NURSING ATTENDANT I
5134A	164 <u>165</u>	REGISTERED NURSE II
5135A	44 <u>44</u>	REGISTERED NURSE III

SECTION 29. Section 6.78.070 (Department of Health Services – Olive View-UCLA Medical Center) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8059A	4	HEALTH SERVICES MANAGEMENT FELLOW

SECTION 30. Section 6.78.070 (Department of Health Services – Olive View-UCLA Medical Center) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5090A	54 <u>57</u>	CLINIC LICENSED VOCATIONAL NURSE I
5133A	347 <u>346</u>	REGISTERED NURSE I

SECTION 31. Section 6.78.085 (Department of Health Services – Integrated Correctional Health Services) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>9013A</u>	<u>4</u>	<u>CLINICAL SOCIAL WORKER</u>

SECTION 32. Section 6.78.085 (Department of Health Services – Integrated Correctional Health Services) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
4595N	4	ASSISTANT STAFF ANALYST, HLTH SVCS
8697N	4	CLINICAL PSYCHOLOGIST II
9013N	-4	CLINICAL SOCIAL WORKER
4741N	4	MENTAL HLTH PROGRAM MANAGER II

5107N	3	NURSING ASSISTANT,SHERIFF
9035N	1	PSYCHIATRIC SOCIAL WORKER II
5139N	2	REGISTERED NURSE I,SHERIFF
4593N	1	STAFF ANALYST,HEALTH
0913N	1	STAFF ASSISTANT II
5340N	1	SUPERVISING STAFF NURSE I,SHERIFF

SECTION 33. Section 6.78.085 (Department of Health Services – Integrated Correctional Health Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
4595A	3 <u>4</u>	ASSISTANT STAFF ANALYST,HLTH SERV
8697A	26 <u>27</u>	CLINICAL PSYCHOLOGIST II
4741A	3 <u>4</u>	MENTAL HLTH PROGRAM MANAGER II
5107A	293 <u>296</u>	NURSING ASSISTANT,SHERIFF
9035A	100 <u>101</u>	PSYCHIATRIC SOCIAL WORKER II
5139A	265 <u>267</u>	REGISTERED NURSE I,SHERIFF
4593A	6 <u>7</u>	STAFF ANALYST,HEALTH
0913A	3 <u>4</u>	STAFF ASSISTANT II
5340A	95 <u>96</u>	SUPERVISING STAFF NURSE I,SHERIFF

SECTION 34. Section 6.78.090 (Department of Health Services – Ambulatory Care Network) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5087A	4	CLINIC NURSING ATTENDANT I
5087N	4	CLINIC NURSING ATTENDANT I
6763O	2	INSTITUTIONAL HELPER

SECTION 35. Section 6.78.090 (Department of Health Services – Ambulatory Care Network) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5092A	270 <u>274</u>	CERTIFIED MEDICAL ASSISTANT
5090A	144 <u>171</u>	CLINIC LICENSED VOCATIONAL NURSE I
9013N	5 <u>3</u>	CLINICAL SOCIAL WORKER
9180A	6 <u>5</u>	COMMUNITY HEALTH PLAN MARKETING REP
1138A	56 <u>53</u>	INTERMEDIATE CLERK
2214A	264 <u>299</u>	INTERMEDIATE TYPIST-CLERK
5476N	3 <u>2</u>	PHYSICIAN SPECIALIST(NON MEGAFLEX)
5133A	90 <u>93</u>	REGISTERED NURSE I
5134A	400 <u>101</u>	REGISTERED NURSE II

5135A	84	<u>88</u>	REGISTERED NURSE III
8105N	3	<u>2</u>	SENIOR COMMUNITY WORKER
8243F	4	<u>2</u>	STUDENT PROFESSIONAL WORKER I

SECTION 36. Section 6.81.010 (Internal Services Department) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2595A	4	INFORMATION SYSTEMS SUPERVISOR I
2329A	4	WAREHOUSE WORKER AID

SECTION 37. Section 6.81.010 (Internal Services Department) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2584A	10 <u>9</u>	INFORMATION TECHNOLOGY AIDE
2548A	11 <u>7</u>	IT TECHNICAL SUPPORT SUPERVISOR
2593A	7 <u>6</u>	SENIOR INFORMATION SYSTEMS ANALYST
2547A	64 <u>33</u>	SENIOR IT TECHNICAL SUPPORT ANALYST

SECTION 38. Section 6.86.010 (Department of Mental Health) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>4736F</u>	<u>65</u>	<u>RELIEF MENTAL HEALTH PSYCHIATRIST</u>

SECTION 39. Section 6.94.010 (Department of Parks and Recreation) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>6774F</u>	<u>18</u>	<u>CUSTODIAN</u>
<u>0358N</u>	<u>1</u>	<u>SENIOR GROUNDS MAINTENANCE WORKER</u>

SECTION 40. Section 6.94.010 (Department of Parks and Recreation) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1251H	234 <u>231</u>	CASHIER-CLERK
8595A	30 <u>31</u>	CREW INSTRUCTOR
6774A	25 <u>27</u>	CUSTODIAN
0352A	124 <u>123</u>	GROUNDS MAINTENANCE WORKER I
0352F	35 <u>93</u>	GROUNDS MAINTENANCE WORKER I
0354A	90 <u>97</u>	GROUNDS MAINTENANCE WORKER II
8796H	394 <u>388</u>	RECREATION SERVICES LEADER
8798N	4 <u>5</u>	RECREATION SERVICES SUPERVISOR
0358A	48 <u>22</u>	SENIOR GROUNDS MAINTENANCE WORKER

SECTION 41. Section 6.100.010 (Probation Department – Support Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8607A	27 <u>30</u>	DEPUTY PROBATION OFFICER II, FIELD
8608A	4 <u>4</u>	DEP PROB OFF I (RES TREAT/DET SVCS)
8610A	45 <u>42</u>	SUPVG DEPUTY PROBATION OFFICER

SECTION 42. Section 6.100.017 (Probation Department – Juvenile Institution Services) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8608A	349 <u>346</u>	DEP PROB OFF I (RES TREAT/DET SVCS)

SECTION 43. Section 6.104.010 (Public Defender) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1157A	4	WITNESS COORDINATOR I

SECTION 44. Section 6.104.010 (Public Defender) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>9246A</u>	<u>1</u>	<u>DEPUTY PUBLIC DEFENDER I</u>
<u>4740A</u>	<u>1</u>	<u>MENTAL HLTH PROGRAM MANAGER I</u>
<u>2525A</u>	<u>1</u>	<u>SENIOR APPLICATION DEVELOPER</u>
<u>9243F</u>	<u>3</u>	<u>SENIOR LAW CLERK</u>

SECTION 45. Section 6.104.010 (Public Defender) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
9248A	222 <u>241</u>	DEPUTY PUBLIC DEFENDER II
9251A	290 <u>299</u>	DEPUTY PUBLIC DEFENDER III
9259A	4 <u>6</u>	DIVISION CHIEF, PUBLIC DEFENDER
2591A	4 <u>2</u>	INFORMATION SYSTEMS ANALYST II
2901A	59 <u>66</u>	INVESTIGATOR II, PD
2160A	6 <u>7</u>	LEGAL OFFICE SUPPORT ASSISTANT I
2161A	84 <u>85</u>	LEGAL OFFICE SUPPORT ASSISTANT II
9232A	32 <u>33</u>	PARALEGAL
9035N	6 <u>8</u>	PSYCHIATRIC SOCIAL WORKER II

SECTION 46. Section 6.106.010 (LA County Library) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1003A	7 <u>8</u>	ADMINISTRATIVE SERVICES MANAGER II
8341A	12 <u>11</u>	ASSISTANT LIBRARY ADMINISTRATOR

SECTION 47. Section 6.109.010 (Department of Public Works) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0666A	4	SENIOR ACCOUNTING SYSTEMS TECH

SECTION 48. Section 6.109.010 (Department of Public Works) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>6266A</u>	<u>1</u>	<u>CARPENTER SUPERVISOR</u>

SECTION 49. Section 6.109.010 (Department of Public Works) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
4171A	35	<u>34</u>	BUILDING ENGINEERING INSPECTOR
3608A	28	<u>27</u>	ENGINEERING AID III
2594A	4	<u>2</u>	PRINCIPAL INFO SYSTEMS ANALYST
2344A	13	<u>15</u>	PROCUREMENT ASSISTANT I
2346A	4	<u>5</u>	PROCUREMENT ASSISTANT II
4197A	56	<u>55</u>	SENIOR CONSTRUCTION INSPECTOR
2593A	2	<u>3</u>	SENIOR INFORMATION SYSTEMS ANALYST
3621A	13	<u>11</u>	SENIOR SURVEY-MAPPING TECHNICIAN

SECTION 50. Section 6.114.010 (Registrar-Recorder/County Clerk) is hereby amended to change the title of the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
7578A	1	PRINTING PRODUCTION SUPERVISOR II <u>PRINTING PRODUCTION SUPERVISOR</u>

SECTION 51. Section 6.120.010 (Sheriff – Administration) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
9972A	4	ASSISTANT SHERIFF,ADMIN(UC)
1612A	4	COMMUNITY INFORMATION OFFICER
0684A	4	COMPLIANCE AUDITOR
9968A	4	DIVISION CHIEF, SHERIFF(UC)
7959A	4	GRAPHIC ARTIST
1601A	4	PUBLIC INFORMATION OFFICER II

SECTION 52. Section 6.120.010 (Sheriff – Administration) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0647A	33 <u>29</u>	ACCOUNTANT II
0648A	18 <u>14</u>	ACCOUNTANT III
0656A	4 <u>3</u>	ACCOUNTING OFFICER I
0658A	4 <u>3</u>	ACCOUNTING OFFICER III
0642A	4 <u>2</u>	ACCOUNTING TECHNICIAN I
0643A	24 <u>15</u>	ACCOUNTING TECHNICIAN II
1002A	48 <u>44</u>	ADMINISTRATIVE SERVICES MANAGER I
1003A	20 <u>19</u>	ADMINISTRATIVE SERVICES MANAGER II

1004A	15	<u>11</u>	ADMINISTRATIVE SERVICES MANAGER III
0996A	7	<u>6</u>	ASST DIR,BUREAU OPERATIONS,SHERIFF
1066A	4	<u>2</u>	ASSISTANT DIVISION DIRECTOR,SHERIFF
8250M	7	<u>6</u>	CAREER DEVELOPMENT INTERN
9201A	2	<u>1</u>	CONSTITUTIONAL POLICING ADVR,SH(UC)
2708A	99	<u>105</u>	DEPUTY SHERIFF
0997A	2	<u>1</u>	DIRECTOR,BUREAU OPERATIONS,SHERIFF
2303A	18	<u>16</u>	EVIDENCE & PROP CUSTODIAN III,SHER
9966A	3	<u>1</u>	FIELD DEPUTY,SHERIFF(UC)
2214A	47	<u>40</u>	INTERMEDIATE TYPIST-CLERK
2745A	14	<u>17</u>	LAW ENFORCEMENT TECHNICIAN
2719A	26	<u>24</u>	LIEUTENANT
1228A	12	<u>9</u>	OPERATIONS ASSISTANT I,SHERIFF
1229A	14	<u>13</u>	OPERATIONS ASSISTANT II,SHERIFF
1331A	5	<u>2</u>	PAYROLL CLERK I
1334A	55	<u>51</u>	PAYROLL CLERK II
2344A	7	<u>5</u>	PROCUREMENT ASSISTANT I
1140A	19	<u>17</u>	SENIOR CLERK
1847A	12	<u>9</u>	SR EMPLOYEE SERVICES REP,SHERIFF
2102A	7	<u>4</u>	SENIOR SECRETARY III
2216A	10	<u>9</u>	SENIOR TYPIST-CLERK
2717A	67	<u>64</u>	SERGEANT
2304A	3	<u>2</u>	SUPVG EVIDENCE & PROPERTY CUST,SHER

1339A 8 7 SUPERVISING PAYROLL CLERK II

2332A 8 7 WAREHOUSE WORKER II

SECTION 53. Section 6.120.012 (Sheriff – Custody) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
4794A	4	FOOD SERVICES CHIEF
2346A	4	PROCUREMENT ASSISTANT II

SECTION 54. Section 6.120.012 (Sheriff – Custody) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>2719N</u>	<u>1</u>	<u>LIEUTENANT</u>

SECTION 55. Section 6.120.012 (Sheriff – Custody) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1002A	9 <u>8</u>	ADMINISTRATIVE SERVICES MANAGER I
6405A	5 <u>3</u>	CHIEF COOK
6053A	43 <u>12</u>	COMBINATION TRUCK DRIVER
2723A	7 <u>6</u>	COMMANDER

2749A	1173	<u>1076</u>	CUSTODY ASSISTANT,SHERIFF
2749N	41	<u>74</u>	CUSTODY ASSISTANT,SHERIFF
2708A	2624	<u>2367</u>	DEPUTY SHERIFF
2708N	8	<u>18</u>	DEPUTY SHERIFF
4799A	3	<u>2</u>	DIETETICS ADVISOR,SHERIFF
4784A	2	<u>1</u>	DIETITIAN
4791A	3	<u>2</u>	FOOD SERVICES MANAGER
6402A	28	<u>26</u>	HEAD COOK
6423A	9	<u>4</u>	HEAD FOOD SERVICE WORKER
0343A	5	<u>3</u>	INSTITUTIONAL GARDENING MANAGER
1138A	24	<u>25</u>	INTERMEDIATE CLERK
6416A	47	<u>18</u>	INTERMEDIATE FOOD SERVICE WORKER
2214A	43	<u>30</u>	INTERMEDIATE TYPIST-CLERK
6875A	12	<u>11</u>	LAUNDRY SUPERVISOR I
2745A	30	<u>22</u>	LAW ENFORCEMENT TECHNICIAN
2719A	101	<u>102</u>	LIEUTENANT
1228A	45	<u>40</u>	OPERATIONS ASSISTANT I,SHERIFF
1229A	34	<u>28</u>	OPERATIONS ASSISTANT II,SHERIFF
1230A	17	<u>14</u>	OPERATIONS ASSISTANT III,SHERIFF
2098A	42	<u>10</u>	SECRETARY V
2827A	7	<u>5</u>	SECURITY ASSISTANT,SHERIFF
2828A	17	<u>3</u>	SECURITY OFFICER,SHERIFF
6399A	108	<u>93</u>	SENIOR COOK

6836A	32	<u>29</u>	SENIOR LAUNDRY WORKER
2216A	49	<u>15</u>	SENIOR TYPIST-CLERK
2717A	306	<u>316</u>	SERGEANT
2717N	7	<u>10</u>	SERGEANT
1133A	9	<u>7</u>	SHERIFF STATION CLERK II
8242F	3	<u>1</u>	STUDENT WORKER
8598A	7	<u>5</u>	VOCATIONAL WORKSHOP INSTRUCTOR
2331A	42	<u>9</u>	WAREHOUSE WORKER I
2329A	8	<u>7</u>	WAREHOUSE WORKER AID

SECTION 56. Section 6.120.013 (Sheriff – Detective Services) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>1641A</u>	<u>15</u>	<u>CIVILIAN INVESTIGATOR</u>
<u>1230A</u>	<u>5</u>	<u>OPERATIONS ASSISTANT III, SHERIFF</u>
<u>2558A</u>	<u>1</u>	<u>NETWORK SYSTEMS ADMINISTRATOR I</u>
<u>2594A</u>	<u>1</u>	<u>PRINCIPAL INFO SYSTEMS ANALYST</u>
<u>2593A</u>	<u>1</u>	<u>SENIOR INFORMATION SYSTEMS ANALYST</u>
<u>8242F</u>	<u>1</u>	<u>STUDENT WORKER</u>

SECTION 57. Section 6.120.013 (Sheriff – Detective Services) is hereby amended

to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2721A	3 <u>9</u>	CAPTAIN
2708A	234 <u>569</u>	DEPUTY SHERIFF
2708N	19 <u>48</u>	DEPUTY SHERIFF
1138A	4 <u>5</u>	INTERMEDIATE CLERK
2214A	5 <u>23</u>	INTERMEDIATE TYPIST-CLERK
2214N	4 <u>2</u>	INTERMEDIATE TYPIST-CLERK
2745A	8 <u>18</u>	LAW ENFORCEMENT TECHNICIAN
2719A	26 <u>47</u>	LIEUTENANT
1228A	3 <u>14</u>	OPERATIONS ASSISTANT I,SHERIFF
1229A	7 <u>29</u>	OPERATIONS ASSISTANT II,SHERIFF
1229N	4 <u>4</u>	OPERATIONS ASSISTANT II,SHERIFF
2098A	5 <u>9</u>	SECRETARY V
1140A	2 <u>4</u>	SENIOR CLERK
2216A	4 <u>9</u>	SENIOR TYPIST-CLERK
2717A	72 <u>137</u>	SERGEANT
2717N	7 <u>9</u>	SERGEANT
1133A	23 <u>35</u>	SHERIFF STATION CLERK II
1133N	4 <u>2</u>	SHERIFF STATION CLERK II
2201A	7 <u>5</u>	TRANSCRIBER TYPIST

SECTION 58. Section 6.120.014 (Sheriff – General Support Services) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1066A	4	ASSISTANT DIVISION DIRECTOR, SHERIFF
1557A	4	AUTO FNGRPRNT ID SYS OPNS MGR, SHER
7083A	4	CHIEF PHOTOGRAPHER
3525A	4	COMMUNICATIONS ENGINEER, SHERIFF
2584A	2	INFORMATION TECHNOLOGY AIDE
1682A	4	SR DEPUTY COMPLIANCE OFFICER
2278A	4	WAREHOUSE MANAGER

SECTION 59. Section 6.120.014 (Sheriff – General Support Services) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>2594N</u>	<u>1</u>	<u>PRINCIPAL INFO SYSTEMS ANALYST</u>

SECTION 60. Section 6.120.014 (Sheriff – General Support Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1003A	-4 <u>3</u>	ADMINISTRATIVE SERVICES MANAGER II
2520A	-4 <u>2</u>	APPLICATION DEVELOPER I

2521A	8	<u>7</u>	APPLICATION DEVELOPER II
0996A	8	<u>6</u>	ASST DIR,BUREAU OPERATIONS,SHERIFF
1555A	6	<u>5</u>	AUTO FINGERPRINT IDENT SYS OPNS SUP
1552A	27	<u>23</u>	AUTO FINGERPRINT IDENT SYS TECH II
3725A	3	<u>2</u>	COMMUNICATIONS SERVICES ANALYST
4229A	8	<u>6</u>	CONTRACT PROGRAM MONITOR
0939A	68	<u>61</u>	CRIME ANALYST,SHERIFF
4331A	12	<u>8</u>	CRIMINALISTICS LABORATORY TECH
4112A	3	<u>2</u>	DEPARTMENTAL FACILITIES PLANNER II
4128A	-4	<u>3</u>	FACILITIES PROJECT MANAGER II
2752A	2	<u>1</u>	FORENSIC DOCUMENTS EXAMINER
4334A	59	<u>57</u>	FORENSIC IDENTIFICATION SPEC II
2246A	-4	<u>3</u>	HEAD RECORDS SYSTEM CLERK,SHERIFF
8701A	10	<u>9</u>	INDUSTRIAL/ORG CONSULTANT,SHERIFF
2591A	46	<u>39</u>	INFORMATION SYSTEMS ANALYST II
2571A	2	<u>1</u>	INFORMATION TECHNOLOGY MANAGER II
2569A	13	<u>11</u>	INFORMATION TECHNOLOGY SPECIALIST I
2570A	-4	<u>2</u>	INFO TECHNOLOGY SPECIALIST II
2598A	3	<u>1</u>	INFORMATION TECHNOLOGY SUPERVISOR
2545A	13	<u>9</u>	IT TECHNICAL SUPPORT ANALYST I
2546A	23	<u>16</u>	IT TECHNICAL SUPPORT ANALYST II
2548A	5	<u>4</u>	IT TECHNICAL SUPPORT SUPERVISOR
1138A	11	<u>9</u>	INTERMEDIATE CLERK

2214A	55	<u>40</u>	INTERMEDIATE TYPIST-CLERK
8700A	8	<u>7</u>	LAW ENFORCEMENT PSYCHOLOGIST, SHER
2745A	49	<u>43</u>	LAW ENFORCEMENT TECHNICIAN
2719A	41	<u>35</u>	LIEUTENANT
2558A	6	<u>4</u>	NETWORK SYSTEMS ADMINISTRATOR I
2550A	2	<u>1</u>	OPERATING SYSTEMS ANALYST
1229A	54	<u>50</u>	OPERATIONS ASSISTANT II, SHERIFF
1230A	42	<u>38</u>	OPERATIONS ASSISTANT III, SHERIFF
2594A	14	<u>12</u>	PRINCIPAL INFO SYSTEMS ANALYST
2552A	3	<u>2</u>	PRINCIPAL OPERATING SYSTEMS ANALYST
2344A	8	<u>7</u>	PROCUREMENT ASSISTANT I
2451A	73	<u>62</u>	PUBLIC RESPONSE DISPATCHER II
2241A	73	<u>60</u>	RECORDS SYSTEM CLERK II, SHERIFF
2242A	32	<u>25</u>	RECORDS SYSTEM CLERK III, SHERIFF
2525A	16	<u>13</u>	SENIOR APPLICATION DEVELOPER
1140A	7	<u>5</u>	SENIOR CLERK
4336A	114	<u>109</u>	SENIOR CRIMINALIST
1908A	4	<u>3</u>	SENIOR DEPTL EMPLOYEE RELATIONS REP
2593A	49	<u>48</u>	SENIOR INFORMATION SYSTEMS ANALYST
2585A	2	<u>1</u>	SENIOR INFORMATION TECHNOLOGY AIDE
2547A	17	<u>13</u>	SENIOR IT TECHNICAL SUPPORT ANALYST
2102A	5	<u>4</u>	SENIOR SECRETARY III
2216A	23	<u>22</u>	SENIOR TYPIST-CLERK

2717A	135	<u>119</u>	SERGEANT
2717N	3	<u>4</u>	SERGEANT
1750A	3	<u>1</u>	STATISTICAL ANALYST,SHERIFF
4339A	17	<u>15</u>	SUPERVISING CRIMINALIST,SHERIFF
4335A	7	<u>6</u>	SUPVG FORENSIC IDENTIFICATION SPEC
2244A	15	<u>13</u>	SUPVG RECORDS SYSTEM CLERK,SHERIFF
7142A	6	<u>4</u>	VIDEO PRODUCTION SPECIALIST
2332A	6	<u>4</u>	WAREHOUSE WORKER II

SECTION 61. Section 6.120.016 (Sheriff – County Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2721A	4 <u>2</u>	CAPTAIN
2708A	147 <u>261</u>	DEPUTY SHERIFF
2214A	4 <u>2</u>	INTERMEDIATE TYPIST-CLERK
2745A	46 <u>51</u>	LAW ENFORCEMENT TECHNICIAN
2719A	13 <u>17</u>	LIEUTENANT
1228A	4 <u>2</u>	OPERATIONS ASSISTANT I,SHERIFF
1229A	5 <u>6</u>	OPERATIONS ASSISTANT II,SHERIFF
2098A	4 <u>2</u>	SECRETARY V
2828A	308 <u>334</u>	SECURITY OFFICER,SHERIFF
1140A	6 <u>7</u>	SENIOR CLERK

2717A	52	<u>83</u>	SERGEANT
1133A	6	<u>12</u>	SHERIFF STATION CLERK II

SECTION 62. Section 6.120.018 (Sheriff – Patrol Clearing Account) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>2719N</u>	<u>2</u>	<u>LIEUTENANT</u>
<u>2717N</u>	<u>2</u>	<u>SERGEANT</u>

SECTION 63. Section 6.120.018 (Sheriff – Patrol Clearing Account) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2721A	34 <u>32</u>	CAPTAIN
2708A	3484 <u>3617</u>	DEPUTY SHERIFF
2708N	56 <u>68</u>	DEPUTY SHERIFF
2214A	43 <u>15</u>	INTERMEDIATE TYPIST-CLERK
2745A	305 <u>307</u>	LAW ENFORCEMENT TECHNICIAN
2719A	467 <u>173</u>	LIEUTENANT
1228A	47 <u>18</u>	OPERATIONS ASSISTANT I, SHERIFF
1229A	33 <u>37</u>	OPERATIONS ASSISTANT II, SHERIFF
1230A	7 <u>9</u>	OPERATIONS ASSISTANT III, SHERIFF
2098A	32 <u>33</u>	SECRETARY V

2216A ~~4~~ 6 SENIOR TYPIST-CLERK

2717A ~~610~~ 634 SERGEANT

SECTION 64. Section 6.126.010 (Treasurer and Tax Collector) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
1842A	3	<u>4</u>	DEPARTMENTAL PERSONNEL ASSISTANT
1331A	3	<u>2</u>	PAYROLL CLERK I
1368A	24	<u>25</u>	TAX SERVICES SPECIALIST

SECTION 65. Pursuant to Government Code Section 25123(f), this ordinance shall take effect immediately upon final passage.

[FY20-21FINALADOPTEDBUDGETKPCEO]