



County of Los Angeles  
**CHIEF EXECUTIVE OFFICE  
OPERATIONS CLUSTER**

FESIA A. DAVENPORT  
Chief Executive Officer

**DATE:** January 12, 2022  
**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](#)

**THIS MEETING WILL CONTINUE TO BE CONDUCTED VIRTUALLY TO ENSURE  
THE SAFETY OF MEMBERS OF THE PUBLIC AND EMPLOYEES AS PERMITTED  
UNDER STATE LAW**

**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 – Kirk Shelton/Anthony Baker**
2. **INFORMATIONAL ITEM(S):**  
**(5 minutes)**
  - A) Board Letter:  
REQUEST APPROVAL OF AN APPROPRIATION ADJUSTMENT  
NEEDED TO PURCHASE AND IMPLEMENT A FISCAL AND  
PROGRAMMATIC DATABASE  
ARTS AND CULTURE – Brandon Turner, Administrative Deputy and  
Megan Moret, Board Liaison
  - B) Board Letter:  
SOLE SOURCE AGREEMENT WITH OLGA KOUMOUNDOUROS  
ARTS AND CULTURE – Heather Rigby, Chief Deputy; and  
Brandon Turner, Admin Deputy

**CONTINUED ON PAGE 2**

- C) Board Letter:  
APPROVAL OF CONTRACT AMENDMENT FOR UNEMPLOYMENT INSURANCE CLAIMS THIRD-PARTY ADMINISTRATIVE SERVICES WITH TALX CORPORATION, PROVIDER OF EQUIFAX WORKFORCE SOLUTIONS  
DHR – Maggie Martinez, Assistant Director
  
- D) Board Letter:  
EIGHT-YEAR LEASE OF SHERIFF'S DEPARTMENT AT 2934 EAST GARVEY AVENUE SOUTH, WEST COVINA  
CEO/RE/LASD – Michael Navarro, Chief Program Specialist
  
- E) Board Letter:  
APPROVAL FOR THE CHIEF EXECUTIVE OFFICER TO COMPENSATE NON-COUNTY MEMBERS OF THE CARE FIRST, COMMUNITY INVESTMENT ADVISORY COMMITTEE  
CEO/ATI OFFICE – Songhai Armstead, Executive Director

3. **PRESENTATION/DISCUSSION ITEMS:**

None available.

- 4. **Public Comment**  
(2 minutes each speaker)
  
- 5. **Adjournment**

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**FUTURE AGENDA TOPICS**

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**CALENDAR LOOKAHEAD:**

- A) CEO/CLASSIFICATION – COUNTYWIDE CLASSIFICATION ACTIONS - PUBLIC INFORMATION OFFICER REORGANIZATION STUDY
  
- B) CEO/RE/DMH – LEASE NO. 300054 - AMENDMENT NO. 1  
DEPARTMENT OF MENTAL HEALTH 1045 WEST REDONDO BEACH BLVD., GARDENA
  
- C) CEO/CP – FACILITY REINVESTMENT PROGRAM-FIRST QUARTER OF FISCAL YEAR 2021-22
  
- D) CEO/RE – AUTHORIZE GROUND LEASES FOR THE DEVELOPMENT, CONSTRUCTION, AND OPERATION OF THE MIXED-USE COMPONENT OF THE VERMONT MANCHESTER TRANSIT PRIORITY JOINT DEVELOPMENT PROJECT, AGREEMENTS TO ALLOCATE TRANSIT-ORIENTED DEVELOPMENT HOUSING PROGRAM AND ECONOMIC DEVELOPMENT ADMINISTRATION FUNDS TO THE PROJECT, AND INCLUDE THE PROJECT IN THE COUNTY'S COMMUNITY WORKFORCE AGREEMENT

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	1/12/2022		
<b>BOARD MEETING DATE</b>	2/8/2022		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Arts and Culture		
<b>SUBJECT</b>	<b>REQUEST APPROVAL OF AN APPROPRIATION ADJUSTMENT NEEDED TO PURCHASE AND IMPLEMENT A FISCAL AND PROGRAMMATIC DATABASE</b>		
<b>PROGRAM</b>			
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	If Yes, please explain why:		
<b>DEADLINES/ TIME CONSTRAINTS</b>	No		
<b>COST &amp; FUNDING</b>	Total cost: \$325,000	Funding source: Committed for IT Enhancements	
	TERMS (if applicable): N/A		
	Explanation: Arts and Culture will hire a project consultant and procure licensing for a fiscal and programmatic database utilizing the cloud-based Microsoft Dynamics 365 platform. Both will be competitively bid.		
<b>PURPOSE OF REQUEST</b>	Arts and Culture has no ability to update or manipulate the historical data within the databases or make updates to the user interface of the applications. It was determined that Arts and Culture needed to identify and implement a new database solution that is flexible, modern, and stable, with the ability to adapt and scale up as needed to support the needs of the new department.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	In consultation with CIO and ISD, Arts and Culture identified several replacement options and evaluated the functionality of the solutions. Microsoft Dynamics 365 (Dynamics), a cloud-based database application, was identified as the most effective platform to replace the current databases and spreadsheets that house fiscal and programmatic data. Arts and Culture determined that Dynamics is the most effective solution because of its cross functionality to bridge programmatic and fiscal data and the ability to streamline processes using the County's Microsoft Office 365 platform and licenses.		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:		
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Brandon Turner, Administrative Deputy, (323) 527-4358, bturner@arts.lacounty.gov Megan Moret, Board Liaison, (213) 469-1163, mmoret@arts.lacounty.gov		



**COUNTY OF LOS ANGELES  
DEPARTMENT OF ARTS AND CULTURE**

1055 Wilshire Boulevard, Suite 800  
Los Angeles, CA 90017  
Tel (213) 202-5858  
[www.lacountyarts.org](http://www.lacountyarts.org)

KRISTIN SAKODA, Director

February 8, 2022

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:

**REQUEST APPROVAL OF AN APPROPRIATION ADJUSTMENT NEEDED TO PURCHASE  
AND IMPLEMENT A FISCAL AND PROGRAMMATIC DATABASE  
FISCAL YEAR (FY) 2021-22  
(ALL DISTRICTS) (4-VOTES)**

**SUBJECT**

The Department of Arts and Culture (Arts and Culture) requests Board of Supervisors' (Board) approval of an appropriation adjustment to transfer \$325,000 from the obligated fund balance Committed for IT Enhancements, commonly known as the Legacy System Modernization fund, for Arts and Culture to hire a project consultant, and procure licensing for a fiscal and programmatic database utilizing the cloud-based Microsoft Dynamics 365 platform.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve the attached appropriation adjustment to transfer \$325,000 from the obligated fund balance Committed for IT Enhancements to the Department's Services and Supplies appropriation.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

In November 2020, Arts and Culture began an information technology assessment for the Department, supported by staff at the Chief Information Office (CIO) and Internal Services Department (ISD). As part of the assessment, it was discovered that the Arts and Culture's Access databases that stored fiscal and programmatic data, some of which date back to 2009, were antiquated and unstable. Failure of these databases would result in significant loss of data and severe impact to the Arts and Culture's day-to-day operations. Additionally, Arts and Culture has no ability to update or manipulate the historical data within the databases or make updates to the user interface of the applications. It was determined that Arts and Culture needed to identify and implement a new database solution that is flexible, modern, and stable, with the ability to adapt and scale up as needed to support the needs of the new department.

In consultation with CIO and ISD, Arts and Culture identified several replacement options and evaluated the functionality of the solutions. Microsoft Dynamics 365 (Dynamics), a cloud-based database application, was identified as the most effective platform to replace the current databases and spreadsheets that house fiscal and programmatic data. Arts and Culture determined that Dynamics is the most effective solution because of its cross functionality to bridge programmatic and fiscal data and the ability to streamline processes using the County's Microsoft Office 365 platform and licenses.

The new database will increase effectiveness and support the Department's goal of centralizing and standardizing data from various program divisions into one solution, creating efficiencies and allowing Arts and Culture to make data driven decisions.

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

The project supports the County's Strategic Plan Goal III.2 Realize Tomorrow's Government Today and aligns with County strategic goal 2.3 Prioritize and Implement Technology Initiatives That Enhance Service Delivery and Increase Efficiency: Support Implementation of technological enhancements and acquisitions that increase efficiency (e.g. infrastructure, software, hardware, applications) including replacement of legacy systems.

The recommended action is also consistent with the principles of the County's Strategic Plan Goal III, via Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability by ensuring that resources are available to assist Arts and Culture in carrying out its mission, providing essential services to the arts sector and the public in an effective and efficient manner.

### **FISCAL IMPACT/FINANCING**

The one-time cost for project management services and software services and support shall not exceed \$325,000. Approval of the attached appropriation adjustment will allocate funding from obligated fund balance Committed for IT Enhancements to the Department for this purpose. Ongoing licensing costs for Dynamics will be funded within the Department's operating budget.

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

There are no legal requirements or prohibitions to this recommended action.

The Chief Information Officer (CIO) reviewed this request and recommends approval. Because the Office of the CIO reviewed and approved the business case for this project and approved the IT Investment Board request, no formal CIO Analysis is required.

### **CONTRACTING PROCESS**

Arts and Culture is planning to utilize the Enterprise Service Master Agreement (ESMA) Program to solicit for and award a work order for project implementation management services. The solicitation and evaluation are expected to start February 2022 and are estimated to take two months. Licensing for Dynamics will be solicited through standard ISD procurement processes.

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

Approval of the recommended action will allow Arts and Culture to acquire an industry recognized, web-based solution with a robust fiscal platform, a customer relationship management module to support collection of programmatic data, as well as various other interconnected solutions. Dynamics will provide a modern, flexible interface to collect, store and analyze new and historical data.

**CONCLUSION**

When approved, the Executive Office, Board of Supervisors is requested to return one signed copy of the approved Board Letter to the Department of Arts and Culture.

Respectfully submitted,



KRISTIN SAKODA  
Director

KS/HR/BT

c: Chief Executive Office  
County Counsel

Reviewed By:  
PETER LOO  
Acting Chief Information Officer

February 08, 2022

COUNTY OF LOS ANGELES

**REQUEST FOR APPROPRIATION ADJUSTMENT**

DEPARTMENT OF ARTS AND CULTURE

**AUDITOR-CONTROLLER:**

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

**ADJUSTMENT REQUESTED AND REASONS THEREFORE  
FY 2021-22  
4 - VOTES**

**SOURCES**

**USES**

**GENERAL FUND**

A01-3052  
COMMITTED FOR IT ENHANCEMENTS  
**DECREASE OBLIGATED FUND BALANCE**

**325,000**

**ARTS AND CULTURE - ARTS PROGRAMS**

A01-RT-2000-28500-28520  
SERVICES & SUPPLIES  
**INCREASE APPROPRIATION**

**325,000**

**SOURCES TOTAL** \$ 325,000

**USES TOTAL** \$ 325,000

**JUSTIFICATION**

Reflects the use of the obligated fund balance Committed for IT Enhancements for Arts and Culture to purchase and implement a fiscal and programmatic database.

**Brandon  
Turner**

Digitally signed by  
Brandon Turner  
Date: 2022.01.06  
10:59:25 -08'00'

**AUTHORIZED SIGNATURE**

Brandon Turner, Administrative Deputy

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

REFERRED TO THE CHIEF  
EXECUTIVE OFFICER FOR---

ACTION

RECOMMENDATION

AUDITOR-CONTROLLER

BY \_\_\_\_\_

B.A. NO. \_\_\_\_\_

DATE \_\_\_\_\_

APPROVED AS REQUESTED

APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY \_\_\_\_\_

DATE \_\_\_\_\_

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	1/12/2022	
<b>BOARD MEETING DATE</b>	2/8/2022	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Arts and Culture	
<b>SUBJECT</b>	<b>SOLE SOURCE AGREEMENT WITH OLGA KOUMOUNDOUROS</b>	
<b>PROGRAM</b>	Creative Strategist	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	If Yes, please explain why: Arts and Culture needs a sole source agreement with Koumoundouros because Koumoundouros is uniquely situated with over two years of experience collaborating with OVP. Koumoundouros is already under contract to deliver the Project, however, OVP wishes to expand the scope of the Project to increase the number of stories, to add an editor, and increase the number of published books.	
<b>DEADLINES/ TIME CONSTRAINTS</b>	Yes, need to enter into sole source agreement as soon as possible to avoid a gap in services	
<b>COST &amp; FUNDING</b>	Total cost:	Funding source:.,
	\$69,395	Public Health-OVP Budget, no net County cost
	TERMS (if applicable): Enter into sole source contract from February 8, 2022 to June 30, 2022; Maximum Contract Amount \$69,395.	
	Explanation: Additional Project scope and budget are necessary to ensure the Project meets OVP's needs and will require an additional agreement. These additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new consultant.	
<b>PURPOSE OF REQUEST</b>	Enter into sole source agreement and increase maximum contract amount.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	Creative Strategist Olga Koumoundouros has been placed with the Department of Public Health Office of Violence Prevention ("OVP") since April 2019. During the first year of her residency, through collaboration with the newly formed OVP staff, Koumoundouros developed a storytelling project to humanize the experience and impact of violence. During the final months of the Project, in the summer of 2021, OVP executive staff decided that additional stories were needed to more fully represent the breadth and diversity of County constituents. OVP also requested that an editor be brought onto the Project to assist in editing the stories for the book and website. OVP asked Arts and Culture to contract with Koumoundouros to continue to lead the final phase of the Project's implementation.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Heather Rigby, Chief Deputy, (323) 336-3122, hrigby@arts.lacounty.gov Brandon Turner, Admin Deputy, (323) 527-4358, bturner@arts.lacounty.gov	



KRISTIN SAKODA, Director

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

February 8, 2022

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:

**SOLE SOURCE AGREEMENT WITH  
OLGA KOUMOUNDOUROS  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

The Department of Arts and Culture (Arts and Culture) intends to enter into an agreement with Olga Koumoundouros to extend her Creative Strategist Artist in Residence placement and complete the *Violence, Hope and Healing in Los Angeles County: The Storytelling Project* ("Project").

**IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the Director of Arts and Culture (Director), or her designee, to execute a sole source agreement with Olga Koumoundouros to continue her Creative Strategist Artist in Residence placement and complete the *Violence, Hope and Healing in Los Angeles County: The Storytelling Project* ("Project") for a period of six months. The total amount of this agreement shall not exceed \$69,395.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Creative Strategist Olga Koumoundouros has been placed with the Department of Public Health Office of Violence Prevention ("OVP") since April 2019. During the first year of her residency, through collaboration with the newly formed OVP staff, Koumoundouros developed a storytelling project to humanize the experience and impact of violence.

The purpose of the project, called *Violence, Hope and Healing in Los Angeles County: The Storytelling Project* ("Project"), is to use arts-based, trauma-informed storytelling techniques to share the stories and portraits of Los Angeles County residents, representing a broad range of age, gender, race, sexuality, and class, who have been impacted by violence.

During this second year, Koumoundouros collected 95 stories about Los Angeles County residents' lived experiences navigating violence, from particular to systemic. The stories and images collected through the Project will be published in a book and website which will be shared by OVP with the public, with other County departments, and with community-based organizations with which OVP works. Sharing these stories will both inform future County policy, and increase awareness that violence is preventable.

Arts and Culture will work with CEO and County Counsel to execute the agreement.

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

The recommended actions support Goal 1, Operational Effectiveness/Fiscal Sustainability, of the County's Strategic Plan.

### **FISCAL IMPACT/FINANCING**

There is no Net County Cost impact. The total amount of this agreement shall not exceed \$69,395 (ATTACHMENT I). Expenditures for this agreement will be reimbursed through an intrafund transfer from Public Health.

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

The recommended sole source agreement is not subject to CEQA because such activity is excluded from the definition of a project as an administrative activity by section 21065 of the Public Resources Code and section 15378(b) of the State CEQA Guidelines.

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

Arts and Culture needs an agreement with Koumoundouros (ATTACHMENT I) because Koumoundouros is uniquely situated with over two years of experience collaborating with OVP. Koumoundouros is already under contract to deliver the Project, however, OVP wishes to expand the scope and budget of the Project to increase the number of stories, to add an editor, and increase the number of published books.

### **CONTRACTING PROCESS**

In April 2019, an RFP was conducted to find a Creative Strategist for OVP. Koumoundouros was selected through an open solicitation process. In April 2020, Arts and Culture entered into contract with Koumoundouros, at the request of OVP, which provided the funding, for a second year of her residency to implement the storytelling project. The existing agreement expires December 31, 2021 and has a maximum payable sum of \$92,000.

During the final months of the Project, in the summer of 2021, OVP executive staff decided that additional stories were needed to more fully represent the breadth and diversity of County constituents. OVP also requested that an editor be brought onto the Project to assist in editing the stories for the book and website. OVP identified additional funding for this final phase of the Project and has asked Arts and Culture to contract with Koumoundouros to continue to lead the final phase of the Project's implementation.

The changes listed above to the Project are necessary to ensure the Project meets OVP's needs and will require an additional agreement. These additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new

consultant. It is therefore in the best interest of the County to enter into a sole source agreement with Koumoundouros.

**CONCLUSION**

Upon approval of this Board Letter, Arts and Culture will enter into an agreement with Olga Koumoundouros to extend her Creative Strategist Artist in Residence placement and complete the *Violence, Hope and Healing in Los Angeles County: The Storytelling Project* ("Project").

Should you have any questions, please contact, please contact Kristin Sakoda, Director at [ksakoda@arts.lacounty.gov](mailto:ksakoda@arts.lacounty.gov), or Kim Glann, Cross-Sector Manager, at [kglann@arts.lacounty.gov](mailto:kglann@arts.lacounty.gov).

Respectfully submitted,

A handwritten signature in cursive script that reads "Kristin Sakoda".

KRISTIN SAKODA  
Director

KS/HR/KG

ATTACHMENT I

c: Chief Executive Office  
County Counsel

**ATTACHMENT I**

**VIOLENCE, HOPE AND HEALING: THE STORYTELLING PROJECT  
2022 Budget**

<b>A. Consultants</b>	<b>Justification</b>	<b>Total</b>
Project Artist (Consultant)	Project fee	\$26,075
Editor (subcontractor)	Project fee	\$15,000
Arts and Culture Staff (1)	5% of staff time	In-Kind
OVP Staff	5% of staff time	In-Kind
<b>Consultants Total</b>		<b>\$41,075</b>
<b>B. Operating Expenses</b>		
Photographer	Additional photos for book	\$650
Graphic Designer	Project fee	\$3,500
Story Transcription	Additional stories	\$170
Book Printing Services	1000 books	\$22,500
Project Materials		\$1,500
<b>Operating Total</b>		<b>\$28,320</b>
<b>Project Grand Total</b>		<b>\$69,395</b>

## SOLE SOURCE CHECKLIST

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

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

Date Existing Contract First Approved: \_\_\_\_\_

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

\_\_\_\_\_

Chief Executive Office

\_\_\_\_\_

Date

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	1/12/2022	
<b>BOARD MEETING DATE</b>	1/25/2022	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Department of Human Resources (DHR)	
<b>SUBJECT</b>	Approval of Contract Amendment for Unemployment Insurance Claims Third-Party Administrative Services with TALX Corporation, Provider of Equifax Workforce Solutions.	
<b>PROGRAM</b>		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	If Yes, please explain why: The Board-approved contract with Equifax was the result of a competitive solicitation. There are no extensions available. The extension is needed to ensure service continuity of these essential and mandated services while DHR and recommended contractor complete negotiation of contract terms.	
<b>DEADLINES/ TIME CONSTRAINTS</b>	The contract expires on January 31, 2022.	
<b>COST &amp; FUNDING</b>	Total cost: \$11,363 for six optional monthly extensions.	Funding source: Costs are billed to departments utilizing the services.
	TERMS (if applicable):	
	Explanation:	
<b>PURPOSE OF REQUEST</b>	DHR's contract with Equifax for unemployment claims administration expires on January 31, 2022. The extension is of critical nature and an urgent necessity, in order to provide necessary services to employees filing unemployment compensation benefits insurance claims upon termination of employment or reduction of hours. This extension will prevent any gap in provision of services while DHR and the recommended contractor complete negotiations.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	DHR received two responses from the release of its RFP, including one from the current contractor, Equifax. The evaluation committee recommended awarding a contract to Equifax. Although Equifax corporate contracting requirements are at odds with some of the County's requirements, DHR believes it can reach a satisfactory resolution; however, negotiations have been more time-consuming than anticipated. Equifax has agreed to a month-to-month extension of the current contract at the same terms, effective February 1, 2022 to July 31, 2022, upon approval by the Board, in order to continue these negotiations.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Maggie Martinez, Assistant Director (213) 351-2921, MMartinez@hr.lacounty.gov	



# COUNTY OF LOS ANGELES DEPARTMENT OF HUMAN RESOURCES

HEADQUARTERS  
KENNETH HAHN HALL OF ADMINISTRATION  
500 W. TEMPLE STREET, ROOM 579 • LOS ANGELES, CALIFORNIA 90012  
(213) 974-2406 • FAX (213) 621-0387

BRANCH OFFICE  
510 S. VERMONT AVENUE, 12<sup>TH</sup> FLOOR • LOS ANGELES, CALIFORNIA 90020

**LISA M. GARRETT**  
DIRECTOR OF PERSONNEL

January 25, 2022

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

Dear Supervisors:

**APPROVAL OF CONTRACT AMENDMENT FOR UNEMPLOYMENT INSURANCE  
CLAIMS THIRD-PARTY ADMINISTRATIVE SERVICES WITH TALX CORPORATION,  
PROVIDER OF EQUIFAX WORKFORCE SOLUTIONS  
(ALL DISTRICTS – 3 VOTES)**

**SUBJECT**

Approve amendment to the contract with TALX Corporation, provider of Equifax Workforce Solutions (Equifax) for third-party administrative services to County of Los Angeles (County) employees filing unemployment compensation benefits insurance claims upon termination of employment or reduction of hours. The term of the extension will be up to six months, effective February 1, 2022 to July 31, 2022.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and instruct the Chair to sign the attached amendment to the contract (Attachment I) with Equifax (Contract No. 77904) for unemployment insurance claims administrative services for the County, effective February 1, 2022, for up to six months, on a month-to-month basis, through July 31, 2022, at a total cost not to exceed \$11,363.
2. Authorize an increase in the total Contract cost from \$199,341 to \$210,704 for the six-month extension period.

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

DHR's contract with Equifax for unemployment claims administration expires on January 31, 2022. Approval of the contract extension will ensure continued administration of unemployment insurance claims.

The County has used the services of a third-party administrator (TPA) to provide comprehensive unemployment insurance claims administration since January 1978. Unemployment insurance claims administration includes comprehensive claims administration, auditing of charges and credits for claims reported by the State of California Employment Development Department, representation at hearings before the State of California Unemployment Insurance Appeals Board, record keeping, comprehensive reporting, and conducting training seminars for County human resources personnel.

The services provided under this contract are of critical nature and essential for the County to provide administrative services to County employees filing unemployment compensation benefits insurance claims upon termination of employment or reduction of hours. Unemployment insurance claims administration services must be performed by an outside TPA because the County does not have, and could not develop at a reasonable cost, the expertise and reporting systems to perform these services. Equifax is a multi-state unemployment insurance claims administrator.

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

The recommended action is consistent with the principles of the Countywide Strategic Plan Goal III.3 – Operational Effectiveness, Fiscal Responsibility, and Accountability by ensuring that County employees filing claims for unemployment compensation benefits upon termination of employment or reduction of hours receive the benefits they are entitled to in a timely and efficient manner. The Contract will also ensure that claims are processed in a fiscally responsible manner, in accordance with the intended provisions of the County Code.

## **FISCAL IMPACT/FINANCING**

Under the Contract, Equifax is paid a fixed annual fee of \$22,725 for all services. The fixed monthly fee to be paid to Equifax is \$1,893.75, for up to \$11,363 for six monthly extensions. The total contract maximum will increase from \$199,341 to \$210,704. Funding for this contract is included in the Fiscal Year 2021-2022 adopted budget and will be included in budget requests for subsequent years. The contract extension has no cost of living adjustments.

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

This Contract extension, effective February 1, 2022, upon Board approval, will provide TPA administration of unemployment insurance claims services to assist the County in meeting its legal responsibilities to extend unemployment compensation benefits to County employees and to control unemployment insurance claims costs by reducing administrative costs and providing recommendations to improve results. The contract term is nine years and six months, through July 31, 2022.

County Counsel has approved the Amendment as to form. DHR has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended contract extension.

## **CONTRACTING PROCESS**

On September 3, 2021, DHR released a Request for Proposals (RFP) for Unemployment Insurance Claims Administrative Services and posted the solicitation and contracting opportunity announcement on the County's "Doing Business with Us" website. In addition, notifications were sent to 242 management services vendors registered with the County, and a link to the RFP was sent to seven vendors that DHR researched and identified as providers of unemployment insurance TPA services for organizations of a size comparable to the County. Two vendors submitted proposals.

Both proposals were reviewed by DHR and determined to be responsive and responsible in meeting the minimum requirements of the RFP. Equifax was determined to have the most responsive, responsible and lowest cost proposal and was recommended for an unemployment insurance claims administrative services contract. However, the County and Equifax are currently involved in contract negotiations that are more time-consuming than previously anticipated. Therefore, Equifax has agreed to a month-to-month extension of the previous contract at the same terms, effective February 1, 2022 to July 31, 2022, upon approval by the Board, in order to allow more time to come to an agreement on the terms of a new contract. If DHR and Equifax are unsuccessful in reaching mutually agreeable terms, DHR will recommend contract award to the second proposer. The extension is of critical nature and an urgent necessity, in order to provide necessary services to employees filing unemployment compensation benefits insurance claims upon termination of employment or reduction of hours. This extension will prevent any gap in provision of services.

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

There is no impact on current services. The Contract extension with Equifax provides for the continuation of all existing unemployment insurance claims services.

**CONCLUSION**

Upon approval by the Board, please return three adopted copies of this Board letter to DHR. It is requested that the Executive Officer notify DHR's Administrative Services Division at (213) 974-1454 when the documents are available.

Respectfully submitted,

LISA M. GARRETT  
Director of Personnel

Enclosures

LMG:PAM:MGM  
LF:AJ:MA

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

S:\AS\Board Letters\Unemployment Insurance Amendment Three

**COUNTY OF LOS ANGELES DEPARTMENT OF HUMAN RESOURCES  
UNEMPLOYMENT INSURANCE CLAIMS ADMINISTRATION SERVICES  
CONTRACT NO. 77904**

**AMENDMENT THREE**

This Amendment Three (the "Amendment") to the Contract for the provision of Unemployment Insurance Claims Administration Services, Contract No. 77904 ("Contract"), is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022 ("Effective Date") by and between the County of Los Angeles ("County") and TALX Corporation, provider of Equifax Workforce Solutions ("Contractor"):

**WHEREAS**, on January 8, 2013, the County and Contractor entered into the agreement for administration services for unemployment insurance claims administration services;

**WHEREAS**, the term of the Contract is for up to nine (9) years, consisting of an initial five (5) year term effective February 1, 2013 through January 31, 2018, and four (4) one-year optional extensions through January 31, 2022; and

**WHEREAS**, on January 31, 2022, this Contract will expire, and the County and Contractor desire to extend the term of this Contract for up to an additional six (6) months from February 1, 2022 through July 31, 2022; and

**WHEREAS**, this Amendment is prepared pursuant to the provisions set forth in Paragraph 10.0 (Standard Terms and Conditions), Subparagraph 10.4 (Change Orders and Amendments);

**NOW THEREFORE**, County and Contractor mutually agree as follows:

I. Pursuant to Paragraph 10.0 (Standard Terms and Conditions), Subparagraph 10.4 (Change Orders and Amendments), the following amendments shall be made to the Contract:

A. Paragraph 6.1 is deleted in its entirety and replaced to read as follows:

"6.1 The term of this Contract shall commence effective February 1, 2013 and shall continue through January 31, 2022, with up to an additional six (6) automatic monthly optional extensions from February 1, 2022 through July 31, 2022, unless terminated in whole or in part, as provided in this Contract."

B. Paragraph 7.2 (Maximum Contract Sum) is deleted in its entirety and replaced to read as follows:

"7.2 Maximum Contract Sum

The "Maximum Contract Sum" under this Contract shall be the total monetary amount that would be payable by County to Contractor for

providing required Work under this Contract for the Term. The Maximum Contract Sum for this Contract, authorized by County hereunder, shall in no event, expressly or by implication, exceed **Two Hundred Ten Thousand Seven Hundred and Four Dollars (\$210,704).**”

C. Sub-Paragraph 10.4.3.1 is deleted in its entirety and replaced to read as follows:

“10.4.3.1 The monthly extensions described in Paragraph 6.1 shall be automatic, unless the DOP or his/her designee, in his/her sole discretion and no later than thirty (30) days prior to a monthly extension, notifies Contractor in writing that County elects not to extend the Contract further. The Contractor agrees that such monthly extensions of time shall not change any other term or condition of this Contract during the period of such extensions.”

D. Exhibit B (Fee Schedule) is deleted in its entirety and replaced with revised Exhibit B (Fee Schedule), which is attached hereto and incorporated herein by reference.

II. Contractor represents and warrants that the person(s) executing this Amendment Three on behalf of Contractor is an authorized agent who has the actual authority to bind Contractor to each and every term, condition and obligation of this Amendment Three.

III. Except for the changes set forth herein, all other terms and conditions of the contract shall remain in full force and effect.

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**IN WITNESS WHEREOF**, the Contractor has duly executed this Amendment Three to above stated County Contract, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Amendment to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

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

CONTRACTOR:

TALX CORPORATION, PROVIDER OF  
EQUIFAX WORKFORCE SOLUTIONS

By: *Russell McAllister*  
Russell McAllister (Dec 15, 2021 14:38 EST)  
Signature

**Russell McAllister**

Printed Name

**VP, National Accounts**

Title

12/15/2021

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA  
County Counsel

By: *Richard D. Bloom*  
Richard D. Bloom  
Principal Deputy County Counsel

## **EXHIBIT B FEE SCHEDULE**

The annual fee to be paid to Equifax Workforce Solutions for the Service to be rendered under this contract for Client shall be \$22,063.00 per year for Years 1 – 7 (February 1, 2013 – January 31, 2020), payable in equal monthly installments of \$1,838.58. The annual fee to be paid to EWS for the Service to be rendered under this contract for Client shall be \$22,725 for Years 8 and 9 (February 1, 2020 – January 31, 2022), payable in equal monthly installments of \$1,893.75, and up to \$11,363 for up to six monthly extensions (February 1, 2022 – July 31, 2022) payable at \$1,893.75 per month. This fee is inclusive for all unemployment claims, hearings, auditing, reporting, and training services.

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	1/12/2022	
<b>BOARD MEETING DATE</b>	1/25/2022	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Sheriff	
<b>SUBJECT</b>	A proposed eight-year lease for the continued occupancy of 9,883 square feet of office space, and the use of 52 parking spaces for the Sheriff.	
<b>PROGRAM</b>	Personnel Administration's Pre-Employment Backgrounds East Team (the East Team), Polygraph Unit, Mental Health Evaluation Team (MET), and the Risk Assessment and Management Program (RAMP).	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	The lease is currently on month-to-month holdover and is not subject to a holdover fee. The previous owner preferred to keep the lease on a month-to-month basis which provided the prior Landlord the ability to market full floors to prospective tenants. The new landlord is willing to enter into a lease with the County for this Sheriff's space.	
<b>COST &amp; FUNDING</b>	Total cost: \$2,536,000 over the 8-year term	Funding source: 100% net County cost
	<b>TERMS:</b> The base rent is subject to fixed annual increases of 3 percent. The County may request up to 40 supplemental parking spaces with advance written notice to the Landlord at a monthly cost of \$50 per space. The County has the right to terminate the proposed lease early after the 4 <sup>th</sup> , 5 <sup>th</sup> , 6 <sup>th</sup> and 7 <sup>th</sup> year, with notice within 180 days' following the end of the 3 <sup>rd</sup> , 4 <sup>th</sup> , 5 <sup>th</sup> and 6 <sup>th</sup> year of the extended term subject to payment of a scaled termination fee depending on the year exercised not to exceed \$52,176 for the unamortized balance of the tenant improvement costs and the unamortized commission paid to the County.	
	<b>Explanation:</b> Sufficient funding to cover the proposed rent for the first year of the proposed lease term is included in the Fiscal Year (FY) 2021-22 Rent Expense budget and will be billed back to the Sheriff. The Sheriff has sufficient funding in its FY 2021-22 Operating Budget to cover the proposed rent for the first year. Beginning in FY 2022-23, ongoing funding for costs associated with the proposed lease will be part of the budget for the Sheriff. The rental costs will be funded by 100 percent net County cost.	
<b>PURPOSE OF REQUEST</b>	Approval of the recommended actions will authorize and continue to adequately provide the necessary office space for the Sheriff.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The proposed lease will provide the Sheriff continued use of approximately 9,883 square feet of office space 30 parking spaces and the right to lease up to 40 supplemental parking spaces of which 22 supplemental parking spaces will be added at lease commencement.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: N/A	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: N/A	
<b>DEPARTMENTAL CONTACTS</b>	Mike Navarro CEO-Real Estate Division 213 974-4364 <a href="mailto:Mnavarro@ceo.lacounty.gov">Mnavarro@ceo.lacounty.gov</a>	



County of Los Angeles  
**CHIEF EXECUTIVE OFFICE**

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

FESIA A. DAVENPORT  
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 25, 2022

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

Dear Supervisors:

**EIGHT-YEAR LEASE  
SHERIFF'S DEPARTMENT  
2934 EAST GARVEY AVENUE SOUTH, WEST COVINA  
(FIRST DISTRICT) (3 VOTES)**

**SUBJECT**

Approval of a proposed eight-year lease to replace an existing lease to provide the Sheriff's Department (Sheriff) use of 9,883 square feet of office space and 52 on-site parking spaces for the Personnel Administration's Pre-Employment Backgrounds East Team (the East Team), Polygraph Unit, Mental Health Evaluation Team (MET), and Risk Assessment and Management Program (RAMP).

**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 Garvey Avenue South, LLC (Landlord), for the use of approximately 9,883 square feet of office space and 52 on-site parking spaces located at 2934 East Garvey Avenue South, West Covina CA 91791 to be occupied by the Sheriff. The estimated maximum first year base rental cost is \$280,288 including parking costs and credit for rent abatement. The estimated total lease cost is \$2,536,000 over the eight-year term. The rental costs will be funded by 100 percent net County cost.

3. Authorize and direct the Chief Executive Officer, or her designee, to execute any other ancillary documentation necessary to effectuate the proposed lease, and to take actions necessary and appropriate to implement the proposed lease, including, without limitation, exercising any early termination rights and the right to lease additional supplemental parking spaces, if needed.

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

The office space has been occupied by the Sheriff for the East Team, Polygraph Unit, MET, and RAMP since 1992. The existing lease terminated in 1999 and is currently on month-to-month holdover and is not subject to a holdover fee. The previous owner would not renew this lease, preferring to keep the existing lease on a month-to-month basis so that he could market full floors to prospective tenants. The building was sold recently, and the new landlord is willing to enter into the proposed lease with the County for this space for the Sheriff.

MET's East County team deputies work together with clinicians from the Department of Mental Health (DMH) when responding to mentally ill persons in crisis, barricaded suspects, suicides in progress, and other self-inflicted injuries. The Sheriff's team and DMH clinicians evaluate the persons to determine if involuntary hospitalization is necessary for a person due to mental illness.

RAMP seeks to prevent reoccurrence of crises and specializes in preventing mass homicide/suicide incidents by persons (Patients) placed on hold by MET. RAMP personnel follow up and investigate each Patient's criminal history and medical history to determine the degree of risk each Patient presents to the community or themselves. High-risk Patients receive intensive case management by RAMP including site visits to ensure that they are staying linked to their treatment programs.

The East Team performs mandatory background investigations of prospective employees of the Sheriff, including conducting interviews.

The above Sheriff's programs require on-site access to confidential files, dedicated equipment and software systems limiting the ability for Sheriff's staff to telework. In addition, the polygraph unit requires in-person processing. The existing lease includes 30 parking spaces and the proposed lease would add another 22 supplemental parking spaces for a total of 52 parking spaces. The additional spaces are needed to accommodate the additional Sheriff personnel and pool cars assigned to this office, which is currently occupied by 54 employees. Although the Sheriff has 54 employees reporting to this location, they have confirmed they only need 52 parking spaces.

Approval of the recommended actions will find that the proposed lease is exempt from CEQA and will allow the Sheriff to continue to operate at this location.

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

The Countywide Strategic Plan Goal 1 - *“Make Investments That Transform Lives”* - provides that we will aggressively address society’s most complicated social, health, and public safety challenges. We want to be a highly responsive organization capable of responding to complex societal challenges - one person at a time.

The proposed lease is also consistent with Strategic Asset Management Goal - Strengthen Connection Between Service Priorities and Asset Decisions; and Key Objective No. 4 - Guide Strategic Decision-Making.

The proposed lease supports the above goals and objective by providing the Sheriff with appropriate office space that is centrally located within the San Gabriel Valley, providing the existing described services in the community. The proposed lease conforms with the Asset Management Principles outlined in Enclosure A.

### **FISCAL IMPACT/FINANCING**

Sufficient funding to cover the proposed rent for the first year of the proposed lease term is included in the Fiscal Year (FY) 2021-22 Rent Expense budget and will be billed back to the Sheriff. The Sheriff has sufficient funding in its FY 2021-22 Operating Budget to cover the proposed rent for the first year. Beginning in FY 2022-23, ongoing funding for costs associated with the proposed lease will be part of the budget for the Sheriff. The rental costs will be funded by 100 percent net County cost.

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

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

- Upon commencement of the proposed lease, the annual rental rate will increase from \$26.25 per square foot, per year to \$28.20 per square foot, per year including 30 on-site parking spaces at no additional cost. Base rent is subject to fixed annual increases of 3 percent.
- The County may request up to 40 supplemental parking spaces, subject to availability, at a monthly cost of \$50 per space. At the commencement of the proposed lease, the Sheriff requests 22 spaces at a total cost of \$13,200 per year.

- The Landlord will refurbish the Premises and construct tenant improvements, including but not limited to new flooring, paint, sound insulation in existing walls, new kitchen cabinets and countertop, demising the existing larger room into two separate interview rooms, minor electrical distribution, and replacing window coverings pursuant to the County's plans and specifications at the Landlord's sole cost and expense.
- The Landlord is responsible for all operating and maintenance costs of the building, and all utilities and janitorial costs. The County has no responsibility for any operating and maintenance costs.
- The proposed lease provides the equivalent of two months free rent to be taken as half rent for the 1st, 13th, 25th, and 37th months of the extended term. The estimated maximum first year rental cost, including the cost for 22 supplemental parking spaces, is \$291,701. However, after deducting the rent credit of \$11,613 for the half month of free rent in Month 1, the maximum first year rental cost would be adjusted to \$280,288.
- The aggregate cost associated with the proposed lease over the entire term is \$2,536,000 as shown on Enclosure B.
- The County has the right to terminate the proposed lease early after the 4th, 5<sup>th</sup>, and 6th year, with 180 days' notice, subject to payment of a scaled termination fee depending on the year exercised not to exceed \$52,176 for the unamortized balance of the tenant improvement costs and the unamortized commission paid to the County.
- Holdover at the proposed lease expiration is permitted on the same lease terms and conditions, except the monthly base rent during the first six months of the holdover period will be at the base rent at the time of the lease expiration. After the initial six months of the holdover period, the base rent will increase by 25 percent of the base rent at the time of the lease expiration. If the County decides to further extend the proposed lease, the Landlord agrees to credit the County any base rent holdover fee paid during the holdover period, provided that a new lease is fully executed within 10 months from the proposed lease expiration date.
- The proposed lease will be effective upon Board approval and the rent will commence the first day of the month following Board approval and full execution of the proposed lease.

The Chief Executive Office (CEO) conducted a market search of available office space for lease but was unable to identify any sites that could accommodate this requirement more economically. Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$28.20 and \$33.60 per square foot, per year. The base annual rental rate of \$28.20 per square foot, per year, for the proposed lease represents a rate that is on the low end of the market range for the area. Further, relocation to a new building would require costly new tenant improvements and disrupt services. We recommend the proposed facility as the most suitable to meet the County's space requirements.

Co-working space is not suitable for the Sheriff's programs due to on-site confidential files and in-person processing. In addition, co-working office space is not financially viable in comparison to rental costs of traditional long-term office space.

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

The Department of Public Works has inspected this facility and found it suitable for the County's occupancy. The required notification letter to the City of West Covina has been sent in accordance with Government Code section 25351.

County Counsel has reviewed the proposed lease and approved it as to form. The proposed lease is authorized by Government Code section 25351, which allows the County to enter into leases and agreements for the leasing of buildings as are necessary to carry out the work of the county government.

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

## **ENVIRONMENTAL DOCUMENTATION**

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

Code section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

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

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

The proposed lease will continue to adequately provide the necessary office space and parking for this County requirement. The Sheriff concurs with the proposed lease and recommendations.

**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 Board 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  
Chief Executive Officer

FAD:JMN:JTC:DL  
JLC:MN:MAC:gw

Enclosures

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

**SHERIFF'S DEPARTMENT  
2934 EAST GARVEY AVENUE SOUTH, WEST COVINA**

**Asset Management Principles Compliance Form<sup>1</sup>**

1.	<u>Occupancy</u>	Yes	No	N/A
A	Does lease consolidate administrative functions? <sup>2</sup>	X		
B	Does lease co-locate with other functions to better serve clients? <sup>2</sup>	X		
C	Does this lease centralize business support functions? <sup>2</sup>			X
D	Does this lease meet the guideline of 200 sq. ft of space per person? <sup>2</sup> <b>No, 54 employees assigned to this office. 183 sq. ft. of space per person.</b>		X	
E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? <sup>2</sup>	X		
F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location? <sup>2</sup>	X		
2.	<u>Capital</u>			
A	Is it a substantial net County cost (NCC) program? <b>100 percent net County cost</b>	X		
B	Is this a long-term County program?	X		
C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?		X	
D	If no, are there any suitable County-owned facilities available?		X	
E	If yes, why is lease being recommended over occupancy in County-owned space?			X
F	Is Building Description Report attached as Enclosure C?	X		
G	Was build-to-suit or capital project considered? <sup>2</sup>			X
3.	<u>Portfolio Management</u>			
A	Did department utilize CEO Space Request Evaluation (SRE)?	X		
B	Was the space need justified?	X		
C	If a renewal lease, was co-location with other County departments considered?		X	
D	Why was this program not co-located with other County departments?		X	
	1. ____ The program clientele requires a "stand alone" facility.			
	2. ____ No suitable County occupied properties in project area.			
	3. <u>X</u> No County-owned facilities available for the project.			
	4. ____ Could not get City clearance or approval.			
	5. ____ The Program is being co-located.			
E	Is lease a full-service lease? <sup>2</sup>	X		
F	Has growth projection been considered in space request?			X
G	<sup>1</sup> Has the Dept. of Public Works completed seismic review/approval?	X		
<sup>1</sup> As approved by the Board of Supervisors 11/17/98				
<sup>2</sup> If not, why not?				

**COMPARISON OF THE PROPOSED LEASE TO EXISTING LEASE**

	<b>Existing Lease:</b> <b>2934 East Garvey Avenue South, West Covina</b>	<b>Proposed Lease</b> <b>2934 East Garvey Avenue South, West Covina</b>	<b>Change</b>
Area (Square Feet)	9,883 sq. ft.	9,883 sq. ft.	None
Term (years)	Seven years	Eight years	+1 year
Annual Base Rent (Base rent includes 30 parking spaces)	Base Rent \$258,474 (\$26.15per sq. ft. annually)	Total \$278,701 (\$28.20 per sq. ft. annually)	+\$20,227 annually
County's TI Cost	N/A	N/A	None
Annual Supplemental Parking Cost	N/A	\$13,200 for 22 supplemental spaces	+\$13,200 annually
Total Annual Rent	\$258,474	\$291,901	+\$33,427
Free Rent <sup>(1)</sup>	N/A	-\$11,613	-\$11,613
Janitorial/Utility/Maintenance Costs	N/A	N/A	None
Total Annual Adjusted Lease Costs payable to Landlord	\$258,474	\$280,288	+\$21,814 annually
Rental rate adjustment	Annual CPI adjustments capped at 5 percent with no minimum.	Fixed 3 percent increase per annum.	-2 percent

<sup>(1)</sup>The County shall receive two (2) months of free rent taken as half rent for months 1, 13, 25 and 37.

**OVERVIEW OF THE PROPOSED BUDGETED LEASE AND RELATED COSTS**

Sheriff's Department (LASD)  
2934 East Garvey Avenue South

**Basic Lease Assumptions**

Leased Area (sq.ft.)	9,883	
Term (months)	96	
Annual Rent Adjustment	3.00%	
Base Rent	<b>Cost Per RSF Per Month</b>	<b>Cost Per RSF Per Year</b>
	\$2.35	\$28.20
Parking (22 supplemental parking spaces)	\$50.00	\$600.00

	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year	6 <sup>th</sup> Year	7 <sup>th</sup> Year	8 <sup>th</sup> Year	Total 8 Year Rental
<b>Annual Base Rent Costs <sup>1</sup></b>	278,701	287,062	295,673	304,544	313,680	323,090	332,783	342,767	<b>2,479,000</b>
<b>Parking Costs <sup>2</sup></b>	13,200	13,200	13,200	13,200	13,200	13,200	13,200	13,200	<b>106,000</b>
<b>Total Annual Lease Costs</b>	<b>291,901</b>	<b>300,262</b>	<b>308,873</b>	<b>317,744</b>	<b>326,880</b>	<b>336,290</b>	<b>345,983</b>	<b>355,967</b>	<b>2,584,000</b>
<b>Rent Abatement <sup>3</sup></b>	-11,613	-11,961	-12,320	-12,689					<b>-49,000</b>
<b>Adjusted Total Annual Lease Costs</b>	<b>280,288</b>	<b>288,301</b>	<b>296,554</b>	<b>305,054</b>	<b>326,880</b>	<b>336,290</b>	<b>345,983</b>	<b>355,967</b>	<b>2,536,000</b>

**Footnotes**

<sup>1</sup> Base rent is subject to 3 percent (3%) increases per annum.

<sup>2</sup> Parking costs include 22 supplemental parking spaces at a monthly cost of \$50 per parking space.

<sup>3</sup> The Base Rent shall be abated for the equivalent of 2 months rent to be taken as a credit equivalent to half rent for the months 1, 13, 25, 37 of the Extended Term.

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

**SHERIFF'S DEPARTMENT****SPACE SEARCH – 3 MILE RADIUS FROM  
2934 EAST GARVEY AVENUE SOUTH, WEST COVINA**

LACO	Name	Address	Ownership Type	Gross Sq. Ft.	Vacant
10111	Regional Facilities Agency	265 Cloverleaf Dr. Baldwin Park 91706	Owned	444,244	None
10241	DMH - EAST SAN GABRIEL VALLEY MENTAL HEALTH CENTER	1359 N Grand Ave. Covina 91724	Leased	28,619	None
A344	DCFS - Covina Annex	1373 E Center Court Dr. Covina 91724	Leased	29,525	None
B441	PW - Inc City Office (Irwindale)	5050 N Irwindale Ave. Irwindale 91706	Gratis Use	665,597	None

## FACILITY LOCATION POLICY ANALYSIS

**Proposed lease:** Lease for the Sheriff's Department – 2934 East Garvey Avenue South, West Covina – 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 continuation of services in the San Gabriel Valley.

**C. Apply Location Selection Criteria to Service Area Data**

- Need for proximity to service area and population: Centrally located to serve the Eastern region of the County
- Need for proximity to existing County facilities: N/A
- Need for proximity to Los Angeles Civic Center: N/A
- Economic Development Potential: N/A
- Proximity to public transportation: The location is adequately served by local transit services, and is in close proximity to bus connections and the 10 freeway.
- 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: None available that meet the Sheriff's programmatic office space and supplemental parking needs.
- Compatibility with local land use plans: The City of West Covina 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 aggregate cost associated with the proposed lease over the entire term is \$2,536,000.

**D. Analyze results and identify location alternatives**

The CEO conducted a market search of available office space for lease but was unable to identify any sites that could accommodate this requirement more economically. Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$28.20 and \$33.60 per square foot, per year. The base annual rental rate of \$28.20 per square foot, per year, for the proposed lease represents a rate that is on the low end of the market range for the area. Further, relocation to a new building would require costly new tenant improvements and disrupt services. We recommend the proposed facility as the most suitable to meet the County's space requirements.

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

The proposed lease will provide adequate and efficient office space for 54 employees consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012. There are no available buildings in the area that meet the Department's requirements.

**COUNTY OF LOS ANGELES  
CHIEF EXECUTIVE OFFICE**

**LEASE AGREEMENT**

**COUNTY OF LOS ANGELES - Tenant  
GARVEY AVENUE SOUTH, LLC – Landlord**

**2934 EAST GARVEY AVENUE SOUTH  
SUITES 230, 232, 234, 235, & 240  
WEST COVINA, CALIFORNIA 91791**

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## **EXHIBITS**

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

## **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 GARVEY AVENUE SOUTH, LLC, a California limited liability company ("Landlord"), and COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant" or "County").

Landlord and Tenant agree:

**1. BASIC LEASE INFORMATION**

1.1 Terms

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

(a) Landlord's Address for Notices:	GARVEY AVENUE SOUTH, LLC C/O Ron Kelly 556 North Diamond Bar Boulevard Suite 200 Diamond Bar, California 91765 Email: <a href="mailto:ron.kelly@olsonmax.com">ron.kelly@olsonmax.com</a>
(b) Tenant's Address for Notices:	County of Los Angeles Chief Executive Office - Real Estate Division 320 West Temple Street, 7th Floor Los Angeles, CA 90012 Attention: Director of Real Estate  With a copy to:  County of Los Angeles Office of the County Counsel 648 Kenneth Hahn Hall of Administration 500 West Temple Street, Suite 648 Los Angeles, CA 90012-2713 Attention: Property Division
(c) Premises:	Approximately 9,883 rentable square feet, designated as Suite(s) 230, 232, 234, 235 & 240, in the Building (defined below), as shown on <u>Exhibit A</u> attached hereto.

(d) Building:	The Building located at 2934 East Garvey, Avenue South, West Covina, California, 91791 which is currently assessed by the County Assessor as APN 8480-001-029 (the "Property");
(e) Term:	Eight (8) years, commencing pursuant to the terms of Section 4.1 (the "Commencement Date"), and terminating at midnight on the day before the eighth annual anniversary of the Commencement Date (the "Termination Date"), subject to earlier termination by Tenant as provided herein. The phrase "Term of this Lease" or "the Term hereof" as used in this Lease, or words of similar import, shall refer to the initial Term of this Lease together with any additional Extension Term for which an option has been validly exercised.
(f) Estimated Commencement Date:	December 1, 2021
(g) Irrevocable Offer Expiration Date: (see Section 33)	December 1, 2021
(h) Base Rent:	\$2.35 per rentable square foot per month \$23,225.05 per month \$278,700.60 per year
(i) Early Termination (see Section 4.2)	Tenant shall have the right to terminate the Lease for any reason at the end of the 4th, 5th, 6th and 7th year of the term following the Commencement Date with 180 days' prior written notice. If Tenant elects to exercise the right to terminate, notice will be given within 180 days following the end of the 3 <sup>rd</sup> , 4th, 5th and 6th year of the extended Term.
(j) Rentable Square Feet in the Premises:	9,883 rentable square feet
(k) Initial Departmental Use:	Sheriff, subject to Section 6.
(l) Parking Spaces:	<u>30</u> spaces included in the lease; in an onsite area designated by the Landlord and

	<u>22</u> supplemental spaces ("Supplemental Parking") which can be decreased or increased up to <u>40</u> spaces at a monthly cost of <u>\$50 per space</u> and subject to availability in an onsite area designated by the Landlord, subject to Section 21.1.
(m) Tenant's Hours of Operation:	6 a.m. to 8 p.m. Monday through Friday, and 9 a.m. to 2 p.m. on Saturdays
(n) Asbestos Report:	A report dated <u>November 19, 2019</u> prepared by <u>Safeguard Enviro Group</u> , a licensed California Asbestos contractor.
(o) Seismic Report	A report dated <u>2019 and revised November 12, 2019</u> prepared by the Department of Public Works.
(p) Disabled Access Survey	A report dated <u>September 4, 2018</u> prepared by the State of California General Services

1.2 <u>Exhibits to Lease</u>	Exhibit A - Floor Plan of Premises Exhibit B - Commencement Date Memorandum and Confirmation of Lease Terms Exhibit C - HVAC 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 Exhibit I - Tenant Improvements
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**2. PREMISES**

2.1 Lease of Premises

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

2.2 Measurement of Premises

Tenant shall have the right at any time during the Term of this Lease to field-measure and verify the exact footage of the Premises and/or the Building. All measurements shall be taken in accordance with the methods of measuring rentable area as described in the Standard Method for Measuring Floor Area in

Office Buildings, ANSI/BOMA Z65.1-2010, as promulgated by the Building Owners and Management Association ("BOMA") International, except that no penthouse mechanical room space shall be included in the measurement. Should this measurement be less than the square footage stated above, then Tenant shall have the right to adjust such square footage and reduce the Base Rent in Section 1.1 accomplished by the mutual execution of an amendment to this Lease. Landlord acknowledges the space has been marketed at the above-indicated rental amount and in the event of subsequent physical measurements, Landlord agrees there will be no increase made to the Base Rent if the measured square footage exceeds the amount represented by Landlord.

### **3. COMMON AREAS**

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

### **4. COMMENCEMENT AND EXPIRATION DATES**

#### **4.1 Term**

The term of this Lease shall be for a period of eight years, commencing upon the first day of the first calendar month following approval of this Lease by the Board of Supervisors and full execution of the Lease by both parties, and ending 96-months thereafter.

#### **4.2 Termination Right**

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

#### **4.3 Existing Possession**

Tenant acknowledges that (a) it is in possession of and is fully familiar with the condition of the Premises and, agrees to take the same in its condition "as-is" as of the first day of the Term, and (b) Landlord shall have no obligation to alter, repair or otherwise prepare the Premises for Tenant's continued occupancy for the Term or to pay for any improvements to the Premises, except as may be expressly provided in this Lease.

#### **4.4 Early Termination**

Tenant shall have the right to terminate this Lease at any time after the Early Termination date specified in Section 1.1, by giving Landlord not less than one hundred eighty (180) days prior written notice, within one hundred eighty (180) days following the end of the 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup> and 6<sup>th</sup> year of the Term executed by

Tenant's Chief Executive Officer or his/her designee and shall reimburse the Landlord for all unamortized Tenant Improvement and all unamortized Leasing Commissions as specified below.

<b>Unamortized Amounts</b>	<b>Commissions</b>	<b>TIs</b>	<b>Total Penalty</b>
Year 4 Termination Penalty	\$14,488.74	\$37,686.50	\$52,175.24
Year 5 Termination Penalty	\$10,866.56	\$28,264.88	\$39,131.43
Year 6 Termination Penalty	\$7,244.37	\$18,843.25	\$26,087.62
Year 7 Termination Penalty	\$3,622.19	\$9,421.63	\$13,043.81

4.5 Lease Expiration Notice

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

5. **RENT**

5.1 Base Rent

Tenant shall pay Landlord the Base Rent stated in Section 1.1 during the Term hereof within fifteen (15) days after (a) the Commencement Date, and (b) the first day of each calendar month thereafter, provided that at least fifteen (15) business days prior to the Commencement Date, Landlord must provide the Auditor of the County of Los Angeles with the following information: (i) name and address of Landlord or other party to whom Base Rent should be paid, (ii) Landlord's federal tax ID number; (iii) name of contact person and contact information (including phone number) for Landlord; (iv) a completed IRS form W-9, and (v) evidence of insurance in compliance with Section 20.2. If Landlord fails to timely provide the information required pursuant to this Section 5.1, or to provide updates for any changed information, then Tenant shall not be required to pay Base Rent to Landlord until fifteen (15) business days after Landlord provides such information. Base Rent for any partial calendar month during the Term shall be prorated in proportion to the number of days during the Term within such calendar month. The Base Rent shall be abated for the equivalent of 2 months rent and to be taken as half rent for the months 1, 13, 25 and 37 of the Term (Rent Abatement) and is subject to three percent (3%) increases per annum as follows:

<b>Months</b>	<b>Rate</b>	<b>Monthly Rent</b>
1 - 12	\$2.35	\$23,225.05
13 - 24	\$2.42	\$23,921.80
25 - 36	\$2.49	\$24,639.46
37 - 48	\$2.57	\$25,378.64
49 - 60	\$2.64	\$26,140.00
61 - 72	\$2.72	\$26,924.20
73 - 84	\$2.81	\$27,731.92
85 - 96	\$2.89	\$28,563.88

**6. USES**

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

**7. HOLDOVER**

If Tenant remains in possession of the Premises or any part thereof after the expiration of the term of this Lease, such occupancy shall be a tenancy which is terminable only upon ninety (90) days written notice from Landlord or thirty (30) days written notice from Tenant's Chief Executive Officer or his/her designee at the last monthly Base Rent payable under this Lease for a maximum period of up to six (6) months from the lease expiration date, plus any other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease. The holdover Base Rent shall automatically increase to one hundred and twenty-five percent (125%) of the Base Rent for the month immediately preceding the holdover period and continue indefinitely thereafter until either (i) a lease renewal is secured, or (ii) Tenant vacates the Premises. Notwithstanding the foregoing or any language to the contrary contained herein, upon the execution of a Lease extension fully executed within ten (10) months from the Lease expiration date, the Landlord agrees to credit towards Tenant's new Lease Base Rent, any Base Rent premium paid by Tenant to the Landlord during the holdover period. .

**8. COMPLIANCE WITH LAW**

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

**9. DAMAGE OR DESTRUCTION**

9.1 Damage

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises may be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days, then Landlord shall promptly, at Landlord's expense, repair such damage, and this Lease shall continue in full force and effect. If all or any portion of the Premises shall be made unusable by fire or other casualty, Landlord shall immediately secure the area to prevent injury to persons and/or vandalism to the improvements. Landlord shall promptly, but in any event within ten (10) days,

cause an architect or general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required to substantially complete the repair and restoration of the Premises and make the Premises leasable again using standard working methods. The failure to do so shall be a material default hereunder. Base Rent shall abate to the extent that the Premises are unusable by Tenant.

9.2 Tenant Termination Right

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises will not be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days for any reason, then Tenant may terminate this Lease by giving Landlord written notice within ten days after Tenant's receipt of written notice from Landlord or its agents specifying such time period of repair; and this Lease shall terminate and the Base Rent shall be abated from the date the Premises became unusable. If Tenant does not elect to terminate this Lease, then Landlord shall promptly commence and diligently prosecute to completion the repairs to the Building or Premises, provided that insurance proceeds are available to repair the damages.

9.3 Damage In Last Year

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

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

9.4 Default By Landlord

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

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

## 10. REPAIRS AND MAINTENANCE

### 10.1 Landlord Representations

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

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

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

Have undergone inspection by a Certified Access Specialist and have not been determined to meet all applicable construction related accessibility standards pursuant to California Civil Code Section 55.53. Landlord has provided Tenant with a copy of the CASp inspection report at least 48 hours prior to the execution of this Lease. A Certified Access

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

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

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

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

## 10.2 Landlord Obligations

- (a) Landlord shall keep and maintain the Property in good condition and repair and promptly make repairs to and perform maintenance upon and replace as needed:
  - i. the structural elements of the Building, including without limitation, all permanent exterior and interior walls, floors and ceilings, foundations, roof, concealed plumbing, stairways, concealed electrical systems and intra-building telephone network cables;
  - ii. mechanical (including HVAC), electrical, plumbing and fire/life systems serving the Building;
  - iii. the Common Areas;

- iv. exterior windows of the Building; and
  - v. elevators serving the Building.
- (b) Landlord, at its sole cost and expense, shall also perform all maintenance and repairs to the Premises, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted. Landlord's repair obligations include, without limitation, repairs to, 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;
  - 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.
- (c) Landlord shall, to the best of its ability, provide all reports, maintenance records, or other documentation as may be requested from time to time.

### 10.3 Tenant Obligations

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

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

#### 10.4 Tenant's Right to Repair

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

(b) Electricity

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

(c) Elevators

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

(d) Water

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

(e) Janitorial

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

(f) Access

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

(g) Pest Control

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

## 11.2 Utilities

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

## 12. TAXES

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

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

## 13. LANDLORD ACCESS

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

## 14. TENANT DEFAULT

### 14.1 Default

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

- (a) the failure by Tenant to make any payment of Base Rent or any other payment required to be made by Tenant hereunder (except to the extent an offset is expressly permitted hereunder) as and when due, and the failure continues for a period of ten (10) days after written notice to Tenant;
- (b) the failure by Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease, where such failure shall continue for a period of thirty (30) days after written notice from Landlord specifying in detail the nature of the default; provided, however, if more than thirty (30)

days are reasonably required for its cure then Tenant shall not be deemed to be in default if Tenant commences such cure, within said thirty (30)-day period and thereafter diligently prosecutes such cure to completion.

14.2 Termination

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

14.3 No Effect on Indemnity

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

**15. LANDLORD DEFAULT**

15.1 Remedies

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

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

15.2 Waiver

Nothing herein contained shall relieve Landlord from its duty to effect the repair, replacement, correction or maintenance required to restore any affected services,

or to perform any other obligations to the standard prescribed in this Lease, nor shall this Section be construed to obligate Tenant to undertake any such work.

15.3 Emergency

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

**16. ASSIGNMENT AND SUBLETTING**

16.1 Assignment and Subletting

Tenant may not assign, mortgage, encumber or otherwise transfer this Lease or sublet the whole or any part of the Premises without first obtaining Landlord's prior consent, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, however, no such assignment, subletting or other transfer shall relieve Tenant of any liability under this Lease unless Landlord has given its written consent thereto, which Landlord shall not unreasonably withhold if the assignee has a financial condition which is reasonably sufficient for it to be responsible for all future obligations under this Lease.

16.2 Sale

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

Upon any sale or transfer of the Property by Landlord, Landlord shall provide thirty (30) days prior written notice of said sale 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.

## **17. ALTERATIONS AND ADDITIONS**

### **17.1 Landlord Consent**

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

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

### **17.2 End of Term**

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

## **18. CONDEMNATION**

### **18.1 Controlling Terms**

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

18.2 Total Taking

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

18.3 Partial Taking

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

18.4 Restoration

Notwithstanding the preceding paragraph, if, within thirty (30) days after the Determination Date, Landlord notifies Tenant that Landlord, at its sole cost, will add to the remaining Premises and/or the Common Areas so that the Premises and the space available for parking, will be substantially the same (as reasonably determined by Tenant) after the Date of Taking as they were before the Date of Taking, and Landlord commences the restoration promptly and, subject to reasonable allowance for delays that are not caused by Landlord, completes it within ninety (90) days after Landlord so notifies Tenant, then this Lease shall continue in effect. In such event, all obligations of Tenant under this Lease shall remain in effect, except that Base Rent shall be equitably abated or reduced during the period from the Date of Taking until the completion of such restoration.

18.5 Award

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

18.6 Waiver of Statute

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

**19. INDEMNIFICATION**

19.1 Landlord's Indemnity

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

19.2 Tenant's Indemnity

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

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

20.1 Waiver

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

20.2 General Insurance Provisions – Landlord Requirements

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

(a) Evidence of Coverage and Notice to Tenant

- 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 10 days prior to Landlord's policy expiration dates. The Tenant

reserves the right to obtain complete, certified copies of any required Landlord insurance policies at any time.

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

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

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

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

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

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

- 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, 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. Notwithstanding anything to the contrary, Landlord shall reserve the right to terminate the 'Supplemental Parking' arrangement, as defined in Section 1.1, upon issuing sixty (60) days prior written notice to Tenant, which shall not be deemed as a default of the Lease and Tenant shall not have the right to terminate this Lease.

### 21.2 Remedies

Landlord acknowledges that it is a material term of this Lease that Tenant receives all of the non-supplemental parking spaces to which it is entitled under this Lease for the entire Term of this Lease and that it would be impracticable and extremely difficult to fix the actual damages for a breach of such provisions. It is therefore

agreed that if, for any reason whatsoever, a material number of the parking spaces required above are not available to Tenant (in addition to the rights given to Tenant under Section 14 and Sections 9 and 17 in the event of casualty or condemnation), then Tenant may:

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

## **22. ENVIRONMENTAL MATTERS**

### **22.1 Hazardous Materials**

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

### **22.2 Landlord Indemnity**

Landlord shall indemnify, protect, defend (by counsel acceptable to Tenant) and hold harmless Tenant from and against any and all claims, judgments, causes of action, damage, penalties, fines, taxes, costs, liabilities, losses and expenses arising at any time during or after the Term as a result (directly or indirectly) of, or in connection with, the presence of Hazardous Materials on, under or about the

Premises, Building or Common Areas or other violation of laws relating to Hazardous Materials other than those caused by Tenant. This indemnity shall include, without limitation, the cost of any required or necessary repair, cleanup or detoxification, and the preparation and implementation of any closure, monitoring or other required plans, as such action is required by local or state laws or any governmental agency. Landlord shall promptly deliver to Tenant a copy of any notice received from any governmental agency during the Term of this Lease concerning the presence of Hazardous Materials in the Building or the Premises. Landlord's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Lease. A default by Landlord under this Section shall constitute a material default under this Lease.

**23. ESTOPPEL CERTIFICATES**

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

**24. TENANT IMPROVEMENTS**

Landlord shall refurbish and construct Tenant Improvements (TI) as shown and described and specifications outlined on attached as Exhibit I within 120 days from full execution of the Lease. The cost of the refurbishment and TI work shall be at the Landlord's sole cost and expense. All work should be in coordination and written approval by the assigned Chief Executive Office Project Manager.

**25. LIENS**

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

**26. SUBORDINATION AND MORTGAGES**

26.1 Subordination and Non-Disturbance

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

26.2 Existing Deeds of Trust

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

26.3 Notice of Default

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

**27. SURRENDER OF POSSESSION**

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

**28. SIGNAGE**

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

**29. QUIET ENJOYMENT**

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

**30. GENERAL**

30.1 Headings

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

30.2 Successors and Assigns

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

30.3 Brokers

Landlord and Tenant each represent and warrant to each other that it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease other than as disclosed to the other in writing and shall indemnify and hold harmless each other against any loss, cost, liability or expense incurred by the other party as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made in variance with this representation. Tenant shall receive from Landlord or CBRE, Landlord's broker within ten days after the execution of this Lease, an amount equal to 50% of all commissions due to Landlord's broker as a result of the execution of this Lease, as set forth in a separate written agreement between Landlord and Landlord's broker, a copy of which has been delivered by Landlord to Tenant prior to the execution of this Lease.

30.4 Entire Agreement

This Lease (including all exhibits hereto and the Landlord's Work Letter) is the final and complete expression of Landlord and Tenant relating in any manner to the leasing, use and occupancy of the Premises, to Tenant's use of the Building and other matters set forth in this Lease. No prior agreements or understanding pertaining to the same shall be valid or of any force or effect, and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by both Landlord and Tenant.

30.5 Severability

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

30.6 Notices

The parties shall give all notices in writing by (i) personal delivery, (ii) national-recognized, next-day courier service, 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 reply on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Lease based on the foregoing forms of signature. If this Lease has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

### **31. AUTHORITY**

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

### **32. ACKNOWLEDGEMENT BY LANDLORD**

Landlord acknowledges that it is aware of the following provisions:

#### **32.1 Consideration of GAIN Program Participants**

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

### 32.2 Solicitation of Consideration

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

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

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

### 32.3 Landlord Assignment

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

payable by the Tenant during the entire Term of this Lease, it being expressly agreed that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and nature of the violation it would be impracticable and extremely difficult to fix actual damages. In addition, the Tenant may exercise or pursue any other right or remedy it may have under this Lease or applicable law.

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

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

exit door or operable window of any County building and within 25 feet of any access ramp or handicap path; (2) Within any County parking lot, parking structure, or parking garage, whether enclosed or open to the sky; or (3) Within any driving range and eating area, including outdoor eating areas, of any County golf course. International no-smoking signs and other appropriate signs which designate no-smoking areas shall be clearly, sufficiently and conspicuously posted in every room, building or other place so covered by LAMC 2.126. The manner of such posting, including the wording, size, color and place of posting, whether on the walls, doors, tables, counters, stands or elsewhere, shall be at the discretion of the building proprietor so long as clarity, sufficiency and conspicuousness are apparent in communicating the intent. (Los Angeles County, California - Code of Ordinances Chapter 2.126.)

### **33. IRREVOCABLE OFFER**

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

### **34. 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.

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

LANDLORD:

GARVEY AVENUE SOUTH, LLC,  
a California limited liability company

DocuSigned by:  
*Ron Kelly* 10/4/2021  
By: 416AA897DB244A1...  
Name: \_\_\_\_\_  
Its: Manager

TENANT:

COUNTY OF LOS ANGELES,  
a body corporate and politic

FESIA A. DAVENPORT  
Chief Executive Officer

By: \_\_\_\_\_  
John T. Cooke  
Assistant Chief Executive Officer

ATTEST:

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

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

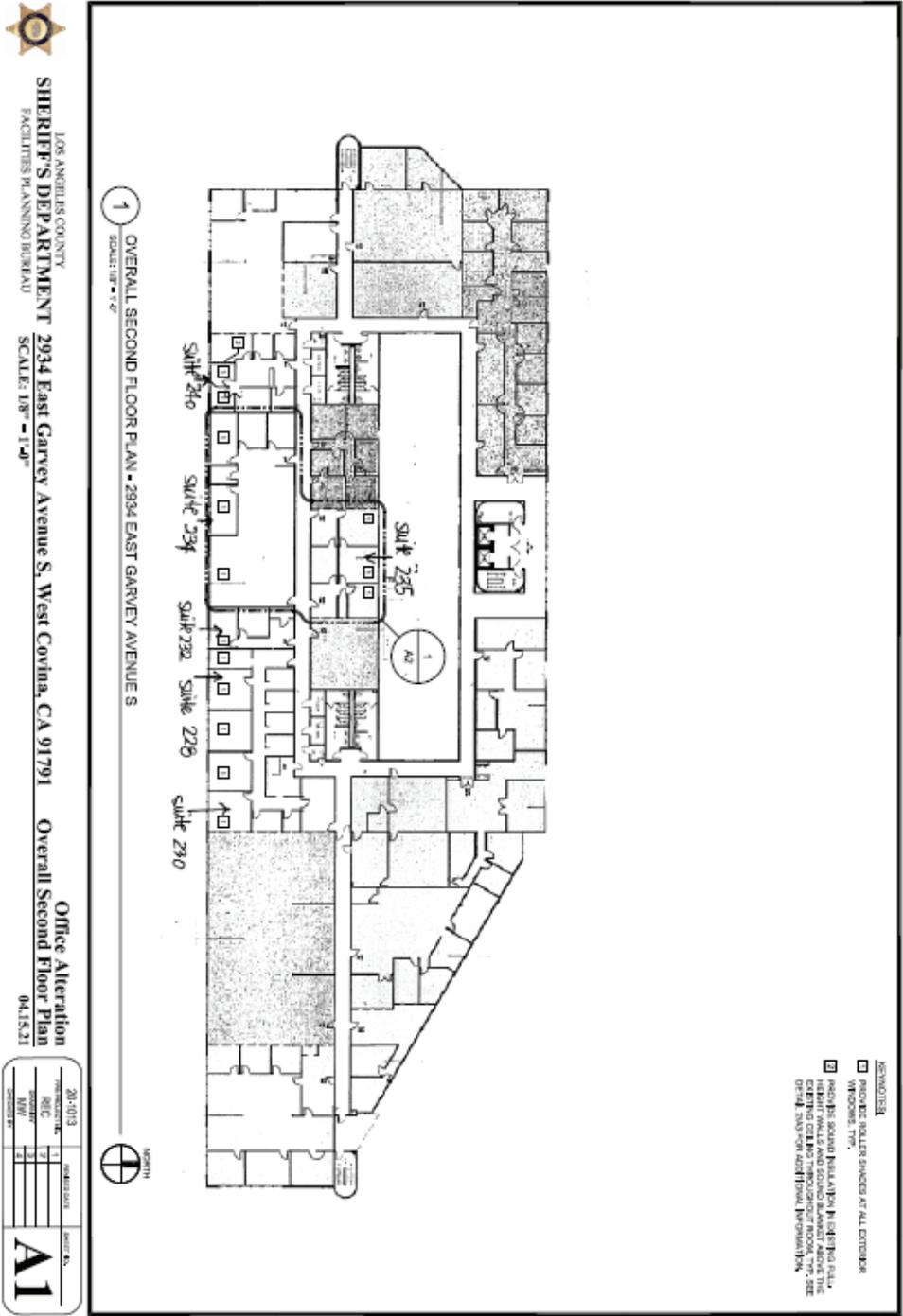
APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA  
County Counsel

By: *Roberto Saldana* For Roberto Saldana  
Deputy

## EXHIBIT A

### FLOOR PLAN OF PREMISES



LOS ANGELES COUNTY  
**SHERIFF'S DEPARTMENT**  
 FACILITIES PLANNING BUREAU

**2934 East Garvey Avenue S, West Covina, CA 91791**

**Office Alteration  
 Overall Second Floor Plan  
 04.15.21**

**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 GARVEY AVENUE SOUTH, LLC Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the building located at 2934 East Garvey, Avenue South, West Covina, California, 91791 ("Premises"),

Landlord and Tenant hereby acknowledge as follow:

- 1) Landlord delivered possession of the Premises to Tenant in a Substantially Complete condition on \_\_\_\_\_ ("Possession Date");
- 2) Tenant has accepted possession of the Premises and now occupies the same;
- 3) The Lease commenced on \_\_\_\_\_ ("Commencement Date");
- 4) The Premises contain 9,883 rentable square feet of space; and
- 5) Landlord or Landlords Broker shall pay a commission in the amount of \$28,977.49 to Tenant pursuant to Section 30.3 of the Lease.

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

The Base Rent is subject to 3 percent increases per annum as follows:

<b>Months</b>	<b>Rate</b>	<b>Monthly Rent</b>
1 - 12	\$2.35	\$23,225.05
13 - 24	\$2.42	\$23,921.80
25 - 36	\$2.49	\$24,639.46
37 - 48	\$2.57	\$25,378.64
49 - 60	\$2.64	\$26,140.00
61 - 72	\$2.72	\$26,924.20
73 - 84	\$2.81	\$27,731.92
85 - 96	\$2.89	\$28,563.88

The monthly Supplemental Parking Rent of \$1,150.00 for 23 parking spaces, i.e., \$50 per parking space is fixed for the term pursuant to Section 1.1(l) of the Lease

IN WITNESS WHEREOF, this memorandum is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Tenant:

Landlord:

COUNTY OF LOS ANGELES,  
a body corporate and politic

GARVEY AVENUE SOUTH, LLC,  
a California limited liability company

By: \_\_\_\_\_  
Name \_\_\_\_\_  
Its \_\_\_\_\_

By: \_\_\_\_\_  
Name \_\_\_\_\_  
Its \_\_\_\_\_

## **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 \_\_\_ a.m. to \_\_\_\_\_ p.m. [*Fill in if applicable. If not applicable, delete.*]

#### 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.

H. GENERAL

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

**EXHIBIT E**

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

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

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

**Space above for Recorder's Use**

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

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

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

Factual Background

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

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

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

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

Agreement

Therefore, the parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

To Lender: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Borrower: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BORROWER: *[Insert name of Landlord]*

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LENDER: *[Insert name of Lender],*

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

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

personally appeared \_\_\_\_\_,  
Name of Signer(s)

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature (Seal)

**EXHIBIT F**

**TENANT ESTOPPEL CERTIFICATE**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

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

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

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

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

(b) The current Rent is set forth above.

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

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

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

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

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

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

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

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

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

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

COUNTY OF LOS ANGELES,  
a body corporate and politic

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT G**

**COMMUNITY BUSINESS ENTERPRISE FORM**

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

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

1. Firm Name: _____ 2. Address: _____ _____ _____	3. Contact Person/Telephone Number: _____ _____ _____ 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.: _____		<b>III. MINORITY/WOMEN-OWNED FIRM CERTIFICATION</b>	
3. Provide the percentage of ownership in each	All Employee	Women	Is your firm currently certified as a minority owned business firm by the:
Black/African American			State of California? <input type="checkbox"/> Yes <input type="checkbox"/> No
Hispanic/Latin American			City of Los Angeles? <input type="checkbox"/> Yes <input type="checkbox"/> No
Asian American			Federal Government? <input type="checkbox"/> Yes <input type="checkbox"/> No
Portuguese American			
American Indian/Alaskan Native			
All Others			

**Section D. OPTION TO PROVIDE REQUESTED INFORMATION**

We do not wish to provide the information required in this form.

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

Signature/Title: \_\_\_\_\_

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.

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**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  
Chief Executive Officer

By: \_\_\_\_\_  
Dean Lehman, P.E.  
Senior Manager, Real Estate Division

ATTEST:

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

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

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA  
County Counsel

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

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

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me,

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

personally appeared \_\_\_\_\_, Name of Signer(s)

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature (Seal)

# EXHIBIT I TENANT IMPROVEMENTS



LOS ANGELES COUNTY  
**SHERIFF'S DEPARTMENT**  
FACILITIES PLANNING BUREAU

**Pre-Employment Backgrounds Unit**  
2934 East Garvey Avenue S, West Covina, CA 91791

**Office Alteration**  
Proposed Concept Plan

06.25.20

20-1013	REVISION DATE		SHEET NO.
PROJ. NO.	1	07.22.20	<b>A2</b>
REC	2	04.08.21	
DESIGN BY	3		
CHECKED BY	4		

### PROPOSED CONCEPT PLAN - SUITES 234 AND 235

SCALE: 1/8" = 1'-0"

**PRE-EMPLOYMENT BACKGROUNDS UNIT**  
SUITE 234  
2,494 SF

**PRE-EMPLOYMENT BACKGROUNDS UNIT**  
SUITE 235  
1,139 SF

**NOTES:**

1. AREA OF WORK: APPROX. 3,633 SQ. FT.
2. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND EXAMINE FIELD CONDITIONS INCLUDING ANY SUBSTANCE THAT IS ENCOUNTERED WHICH MAY REASONABLY BELIEVED TO CONTAIN ASBESTOS OR OTHER HAZARDOUS MATERIALS.
3. FOR EACH WORKSTATION: 2 DATA CABLE DROPS AND 1 QUAD OR 4 P. EX. ELECTRICAL POWER OUTLET. TYPICAL. VERIFY EXISTING DATA AND POWER OUTLETS FOR REUSE AS APPROPRIATE. PROVIDE NEW DATA AND 4 P. EX. ELECTRICAL POWER OUTLET AS REQUIRED.
4. REFER TO SHEET AS FOR TYPICAL METAL STUD FRAMING AND OPENING DETAILS.
5. FURNITURE AND EQUIPMENT ITEMS (TABLES, CHAIRS, FILE CABINETS, LOCKERS, COPY/PRINTERS) ARE TO BE PROVIDED BY TENANT.
6. ALL EXISTING CONVENIENCE POWER OUTLETS TO REMAIN UNLESS AFFECTED BY NEW OR DAMAGED/UNSAFE.

**KEYNOTES:**

- 1 NEW LVT FLOORING WITH 4" RUBBER BASE. TYP. NEW PAINT AT WALL AND CEILING TILES. REPLACE BROKEN/DAMAGED CEILING TILES AS NEEDED.
- 2 INFLU. DOOR OPENING METAL STUDS. SOUND INSULATION. AND 5/8" THK. GYPSUM BOARD ON BOTH SIDES TO MATCH EXISTING ADJACENT SURFACE.
- 3 NEW FULL-HEIGHT METAL STUD WALL WITH SOUND INSULATION. AND 5/8" THK. GYPSUM BOARD ON BOTH SIDES TO MATCH EXISTING ADJACENT SURFACE. PROVIDE CONTINUOUS ACOUSTICAL SEALANT AT TOP AND BOTTOM OF NEW WALL. SEE DETAIL 7A13 FOR ADDITIONAL INFORMATION.
- 4 PROVIDE SOUND INSULATION IN EXISTING FULL-HEIGHT WALLS AND SOUND BARRIER ABOVE THE EXISTING CEILING THROUGHOUT ROOM. TYP. SEE DETAIL 7A13 FOR ADDITIONAL INFORMATION.
- 5 NEW CASINOR. COUNTERTOP AND BACKSPLASH. TYP. PROVIDE OVERHEAD CABINET AS SHOWN. RELOCATE OR ADJUST EXISTING OUTLETS FOR EQUIPMENT AS REQUIRED.
- 6 NEW DOOR AND FRAME WITH VISION PANEL. SEE DETAIL 7A15 FOR ADDITIONAL INFORMATION.
- 7 NEW (2) 96" WIDE LATERAL FILE CABINETS. TYP.
- 8 NEW 30" X 72" WIDE WORKSTATION WITH 2 PEDESTALS, OVERHEAD STORAGE, AND CHAIR. TYP.
- 9 NEW 36" X 60" WIDE TABLE AND 2 CHAIRS.
- 10 NEW FLOOR-MOUNTED ACCESSIBLE BENCH.
- 11 NEW METAL LOCKER PER LASD STANDARDS. TYP.
- 12 NEW ROLLER SHAPES TO FIT WITHIN (E) EXTERIOR WINDOWS. VERIFY SIZE & LOCATION IN THE FIELD.
- 13 NEW TABLE AND CHAIRS AS SHOWN ON PLAN.
- 14 MOUNT TV AS SHOWN. PROVIDE POWER AND DATA.
- 15 RELOCATED EQUIPMENT. PROVIDE POWER & DATA. NEW DOOR AND FRAME. SEE DETAIL 7A13 FOR ADDITIONAL INFORMATION.

**LEGEND:**

<ul style="list-style-type: none"> <li>▭ EXISTING TO REMAIN</li> <li>▭ NEW FURNITURE</li> <li>⊕ EXISTING DUPLEX OUTLET</li> <li>⊕ DATA/DATA OUTLET</li> <li>⊕ EXISTING VOICE DATA OUTLET</li> <li>⊕ DUPLEX OUTLET</li> <li>⊕ ELECTRICAL WHIP OUTLET</li> <li>⊕ QUADPLEX/DUPLEX OUTLET</li> </ul>	<ul style="list-style-type: none"> <li>▭ NEW FURNITURE</li> <li>⊕ DATA/DATA OUTLET</li> <li>⊕ DUPLEX OUTLET</li> <li>⊕ ELECTRICAL WHIP OUTLET</li> <li>⊕ QUADPLEX/DUPLEX OUTLET</li> </ul>
--	--

**KEYPLAN:**

AREA OF WORK  
PRE-EMPLOYMENT BACKGROUNDS



LOS ANGELES COUNTY  
SHERIFF'S DEPARTMENT  
FACILITIES PLANNING BUREAU

Pre-Employment Backgrounds Unit  
2934 East Carvey Avenue S, West Covina, CA 91791  
SCALE: 1/8" = 1'-0"

Office Alteration  
Proposed Concept Plan  
07.22.20

20-1013	REVISED DATE	SHEET NO.
PREP. PROJECT NO.	1	
REC.	2	
CHK.	3	
APP.	4	
CHECKED BY		<b>A3</b>

	<p>OPENING AT HEADER</p> <p>SCALE N.T.S.</p> <p>8</p>		<p>METAL STUD BOTTOM TRACK CONNECTION</p> <p>SCALE N.T.S.</p> <p>6</p>	
	<p>TYP. OPENING AT METAL STUD WALL</p> <p>SCALE N.T.S.</p> <p>7</p>		<p>TYP. METAL STUD TOP TRACK CONNECTION</p> <p>SCALE N.T.S.</p> <p>5</p>	<p>NON-BEARING WALL PARTITION DETAIL</p> <p>SCALE N.T.S.</p> <p>2</p>
<p>TYPICAL METAL STUD LATERAL BRACING</p> <p>SCALE N.T.S.</p> <p>4</p>		<p>METAL BOTTOM STUD TRACK CONNECTION</p> <p>SCALE N.T.S.</p> <p>3</p>	<p>TYPICAL METAL STUD BOTTOM TRACK</p> <p>SCALE N.T.S.</p> <p>1</p>	

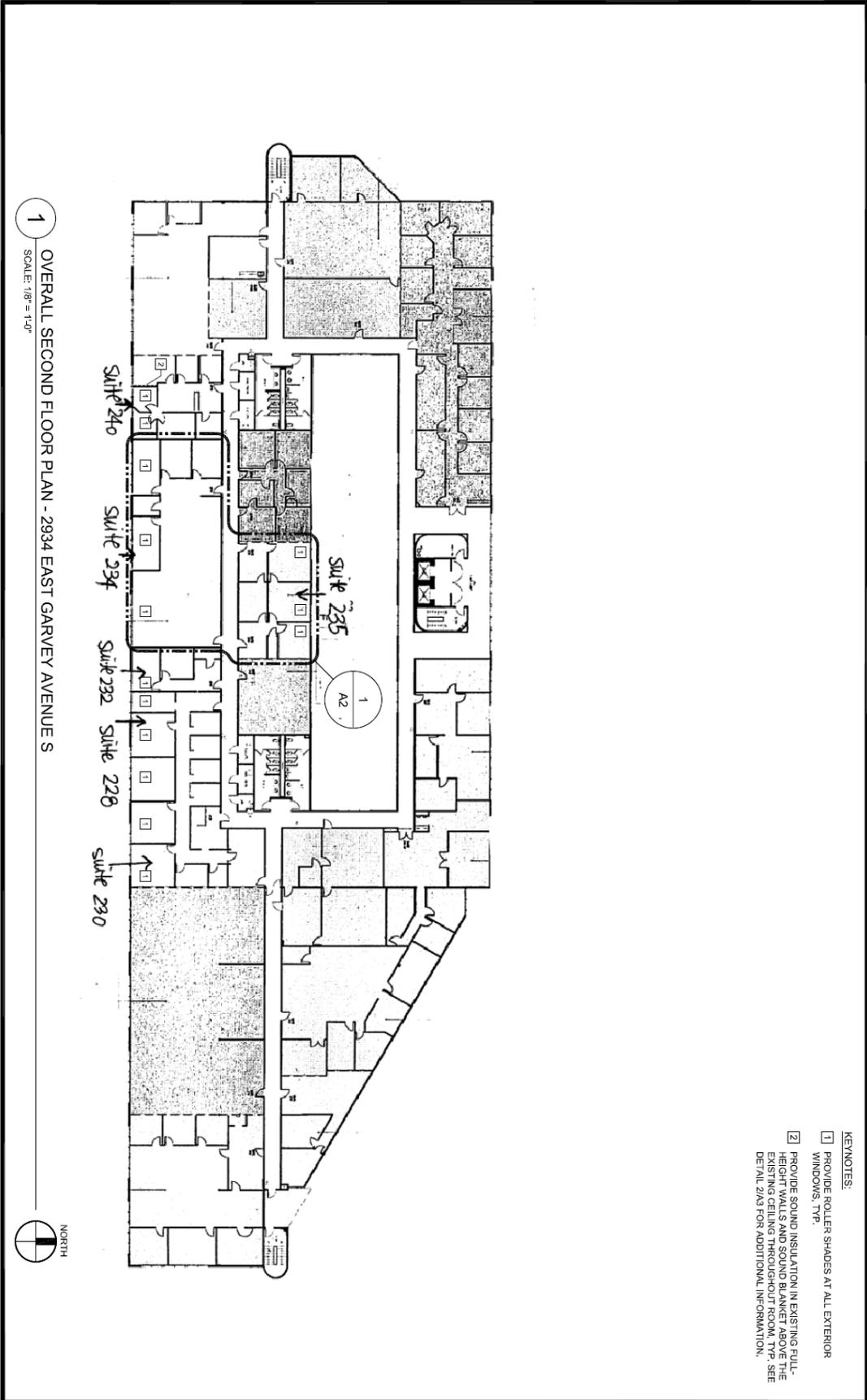


LOS ANGELES COUNTY  
**SHERIFF'S DEPARTMENT**  
 FACILITIES PLANNING BUREAU

2934 East Garvey Avenue S, West Covina, CA 91791  
 SCALE: 1/8" = 1'-0"

Office Alteration  
**Overall Second Floor Plan**  
 04.15.21

20-1013	20-1013	REVISION DATE	SHEET NO.
PRJ PROJECT NO.	1		<b>A1</b>
REC	2		
DRAWN BY	3		
CHKD BY	4		



- KEYNOTES:**
- 1 PROVIDE ROLLER SHADES AT ALL EXTERIOR WINDOWS, TYP.
  - 2 PROVIDE SOUND INSULATION IN EXISTING FULL-HEIGHT WALLS AND SOUND BLANKET ABOVE THE EXISTING CEILING THROUGHOUT ROOM, TYP. SEE DETAIL Z145 FOR ADDITIONAL INFORMATION.

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	1/12/2022	
<b>BOARD MEETING DATE</b>	1/25/2022	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Chief Executive Office	
<b>SUBJECT</b>	Approval for the Chief Executive Officer to Compensate Non-County Members of the Care First, Community Investment Advisory Committee	
<b>PROGRAM</b>	Care First Community Investment Initiative	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>		
<b>COST &amp; FUNDING</b>	Total cost:	Funding source:
	\$70,000	CFCI Advisory Committee Administrative Allotment
	TERMS (if applicable):	
	Explanation: \$1M was set aside for CFCI administration. The stipends will be covered from this funding source.	
<b>PURPOSE OF REQUEST</b>	To provide compensation for the Community members' positions of the Care First, Community Investment Advisory Committee (CFCI Committee)	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	By motion dated August 10, 2021, the Board established the CFCI Committee to make recommendations to the CEO regarding the expenditure of funds available for CFCI programs in the upcoming budget year. Having explored the compensation paid to Community Members on similar County commissions, the CEO recommends that Community Members of the CFCI Committee receive a stipend of \$150 for each Community Member position for each regular and special meeting of the CFCI Committee, up to a maximum of \$5,000 per non-County member position per fiscal year.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Justice Reform – individuals who comprise the Advisory Committee are at the forefront of the Board's goal of diverting individuals away from jails and the justice system towards community-based rehabilitation and treatment services.	
<b>DEPARTMENTAL CONTACTS</b>	Name: Songhai Armstead Title: Executive Director Phone: (213) 974-1664    Email: <a href="mailto:sarmstead@ceo.lacounty.gov">sarmstead@ceo.lacounty.gov</a>	



# County of Los Angeles CHIEF EXECUTIVE OFFICE

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

FESIA A. DAVENPORT  
Chief Executive Officer

January 25, 2022

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:

**APPROVAL FOR THE CHIEF EXECUTIVE OFFICER TO COMPENSATE  
NON-COUNTY MEMBERS OF THE CARE FIRST, COMMUNITY INVESTMENT  
ADVISORY COMMITTEE  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

The Chief Executive Officer (CEO) recommends that the Board of Supervisors (Board) authorize the CEO to provide compensation for the Community members' positions of the Care First, Community Investment Advisory Committee (CFCI Committee) and direct County Counsel to prepare any appropriate amendments to the County Code for Board approval.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Authorize the CEO to provide a \$150 stipend to each Community CFCI Committee member position for each regular and special meeting of the CFCI Committee they attend, up to a maximum of \$5,000 per position, per fiscal year. Compensation should be provided to whomever (whether the member or alternate) fulfills the duties of the member position during the particular meeting (with only one person receiving compensation for each member position per meeting), such compensation to commence starting September 22, 2021, to the extent legally permissible. The "Community member position" includes all CFCI positions except Board Appointed Members; Departmental Members including representatives of the Anti-Racism, Diversity and Inclusion Initiative (ARDI) and the Alternatives to Incarceration (ATI) Initiative; and Labor Members.

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

County of Los Angeles (County) employees will not be compensated for their service on the CFCI Committee.

2. Instruct County Counsel to prepare an ordinance as necessary to authorize compensation of non-County member positions.

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

These recommendations will ensure that proper compensation is provided based upon the duties, responsibilities, and time commitment required of CFCI Committee members. Proper compensation facilitates good business operations.

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

In the motion creating the CFCI Committee, the Board indicated that it must ensure that the process for developing CFCI funding recommendations is effective and “reflects its commitment to addressing the disproportionate impact of racial injustice by investing directly in communities and alternatives to incarceration.” With this mission identified as the charge of the CFCI Committee, the CFCI Committee’s work will center around identifying and funding programs designed to prevent or divert individuals from the justice system by providing increased access to relevant resources. As such, adoption of the CEO’s recommendation supports all three goals of the County’s Strategic Plan: Goal I – Make Investments that Transform Lives, Goal II – Foster Vibrant and Resilient Communities, and Goal III – Realize Tomorrow’s Government Today.

### **FISCAL IMPACT/FINANCING**

The Fiscal Year 2021-22 Measure J/CFCI Spending Plan provided \$1 million to be used for the Measure J/CFCI Advisory Committee. A portion of these funds will be used to provide the maximum total annual cost of \$70,000 in stipends (up to \$5,000 per non-County member position).

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

By motion dated August 10, 2021, the Board established the CFCI Committee to make recommendations to the CEO regarding the expenditure of funds available for CFCI programs in the upcoming budget year. The Committee is comprised of five Board appointees (Board Appointed Members); eight departmental members, including one representative from each of ARDI and ATI (Departmental Members); two representatives selected by labor unions (Labor Members); and seven members to be selected by various specified community organizations (Community Members). Each member has an alternate who performs the duties of the member’s position in the member’s absence.

The Honorable Board of Supervisors  
January 25, 2022  
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The Board directed the CEO to explore a compensation structure for Community members that was consistent with the structure that is applied to all other County commissions.

Having explored the compensation paid to Community Members on similar County commissions, the CEO recommends that Community Members of the CFCI Committee receive a stipend of \$150 for each Community Member position for each regular and special meeting of the CFCI Committee, up to a maximum of \$5,000 per non-County member position per fiscal year. The alternate for that Community Member position to receive the stipend if the alternate attends the entire meeting in place of the member. This is consistent with the stipend paid to the members of similar committees, such as the Youth Commission (County Code, Title 3, section 3.66.060).

Section 11 of the Los Angeles County Charter states that the Board shall provide, by ordinance, for the compensation of elective officers and of its appointees, unless such compensation is otherwise fixed by the Charter. The CEO, therefore, requests that the Board direct County Counsel to prepare the appropriate amendments to the County Code to allow for such compensation.

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

Approval of the recommendations will authorize the CEO to provide financial compensation to the CFCI Committee members for performing their duties and responsibilities.

Respectfully Submitted,

FESIA A. DAVENPORT  
Chief Executive Officer

FAD:JMN  
SA:VH:MM:lac

c: Executive Office, Board of Supervisors  
County Counsel

**Section 9.** The Board of Supervisors shall elect a Chairman, who shall preside at all meetings. In case of his absence or inability to act, the members present must, by an order entered of record, select one of their number to act as Chairman pro tem. Any member of the Board may administer oaths, when necessary in the performance of his official duties. A majority of the members shall constitute a quorum, and no act of the Board shall be valid or binding unless a majority of the members concur.

### ARTICLE III.

#### **General Powers of the Board of Supervisors**<sup>12</sup>

**Section 10.** The Board of Supervisors shall have all the jurisdiction and power which are now or which may hereafter be granted by the constitution<sup>13</sup> and laws of the State of California or by this Charter.

**Section 11.** It shall be the duty of the Board of Supervisors: (1) To appoint all County officers other than elective officers, and all officers, assistants, deputies, clerks, attaches<sup>14</sup> and employees whose appointment is not provided for by this Charter.<sup>15</sup>

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<sup>12</sup>"A county may by charter impose duties upon supervisors and other county officers in addition to those prescribed by general laws but not inconsistent or in conflict therewith. The power of the legislature to enact general laws prescribing the duties of such officers is not affected or impaired by the constitutional provisions authorizing counties to frame and adopt charters for their own government." *Wilkinson v. Lund*, 102 Cal. App. 767, 283 P. 385 (1929).

<sup>13</sup>Article XI Sec. 7 of the State Constitution.

A police regulation must be by ordinance, not a resolution. *City of Sausalito v. County of Marin*, 12 Cal. App.3d 550 at 565-566, 90 Cal. Rptr. 843 at 853 (1970).

A county police ordinance applies only to unincorporated territory. *Stirling v. Board of Supervisors*, 48 Cal. App.3d 184; 121 Cal. Rptr. 435 (1975); *Glasser v. Municipal Court*, Superior Court of County of Los Angeles, No. 407228, reversed on other grounds, 27 Cal. App.2d 455, 81 P.2d 260 (1938).

<sup>14</sup> The Secretary of the Superior Court is not a County officer or attaché of the county within the purview of Sec. 4 (formerly Sec. 7<sub>1/2</sub>) of the Article XI of the Constitution or Sec. 56 of the Charter. Therefore compensation can be changed by legislative act during the term appointment. *Noel v. Lewis*, 35 Cal. App. 658, 170 P. 857 (1917).

<sup>15</sup> The Board of Supervisors being authorized under the Charter, Sec. 11, to make provision for appointment of probation officers, and such appointment having been provided for, the general laws of the state cease to operate as to that matter. *Gibson v. Civil Service Commission*, 27 Cal. App. 396, 150 P. 78 (1915).

## Section 11. (Continued)

Except in the cases of appointees to the unclassified service, all appointments by the Board shall be from the eligible civil service list. The Board shall provide, by ordinance<sup>16</sup>, for the compensation<sup>17</sup> of elective officers and of its appointees<sup>18</sup>, unless such compensation is otherwise fixed by this Charter.<sup>19</sup>

(2) Repealed.<sup>20</sup>

(3) To provide, by ordinance,<sup>21</sup> for the number of assistants, deputies, clerks,<sup>22</sup> attaches<sup>23</sup> and other persons to be employed from time to time in the several offices and institutions of the County, and for their compensation and the times at which they shall be appointed.

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<sup>16</sup> The absence in the Charter of provisions fixing a time for the taking effect of ordinances or relative to the initiative and referendum makes the general law provisions of Gov. Code Secs. 25120-25125 effective in these matters. Cline v. Lewis, 175 Cal. 315, 165 P. 915 (1917).

<sup>17</sup> The salary of the Sheriff, having been fixed pursuant to this Section, the general law provisions relative to keeping for his own use fees received by the Sheriff for transporting persons to state prisons and asylums are superseded, and those fees though collected from the state, are required, pursuant to Sec. 15 of the Charter, to be paid into the County Treasury. County of Los Angeles v. Cline, 37 Cal. App. 607, 174 P. 73 (1918).

<sup>18</sup> The charter amendment of Butte County attempting to regulate the compensation of assistants, deputies and clerk was in violation of Sec. 4 (former Sub. 5 of Sec. 7<sub>1/2</sub>) of Article XI of the Constitution, which provides that this power is vested in the Board of Supervisors, Morton v. Richards, 134 Cal. App. 665, 26 P.2d 320 (1933).

<sup>19</sup> A charter provision fixing the salary of an officer takes precedence over a general law provision fixing the salary for the same officer. County of Tehama v. Winter, 56 Cal. App. 341, 205 P. 97 (1922).

<sup>20</sup> Repeal proposed by Board of Supervisors February 28, 1984, ratified at special election June 5, 1984, filed with Secretary of State August 9, 1984.

<sup>21</sup> When Board of Supervisors, in enacting an ordinance providing for probation officers and fixing the compensation, makes no mention of the manner in which the appointment shall be made, the general laws of the state govern the matter. Anderson v. Lewis, Cal. App. 24, 154 P. 287 (1915).

<sup>22</sup> County ordinances enacted pursuant to this Charter authority provided for the appointment of deputy County clerks without compensation to be parcelled out among the deputies of other County departments in order to facilitate the administration of County business and which permit a deputy or a clerk in one County office to hold an appointment under another County office, have not been nullified. Markowitz v. Carpenter, 94 Cal. App.2d 667, 211 P.2d 617 (1949).

<sup>23</sup> See note 12 supra.

**Section 11. (Continued)**

(4) To provide, by ordinance, for the creation of offices<sup>24</sup> other than those required by the constitution and laws of the State, and for the appointment of persons to fill the same, and to fix their compensation. The Board of Supervisors may also, by ordinance, consolidate or separate offices provided for in this Charter or by law.<sup>25</sup>

(5) To require, if deemed expedient, any County or township officer, or employee, before or after entering upon the duties of his office, or service, to give bond for the faithful performance thereof, in such penal sums as may be fixed by the Board.

(6) To provide, publish and enforce, a complete code of rules, not inconsistent with general laws<sup>26</sup> or this Charter, prescribing in detail the duties, and the systems of office and institutional management, accounts and reports for each of the offices, institutions and departments of the County.

(7) No ordinance controlling rents of residential rental units shall be enacted to control the rent of any rental unit located in a structure for which a certificate of occupancy was issued after November 1, 1980. This Section shall be in effect until November 1, 2000 upon which date it shall expire.<sup>27</sup>

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<sup>24</sup> *There is no requirement that an ordinance shall relate to but one subject or that its title should disclose all its purposes. Thus, legislation creating the office of director of public health and sanitation is not invalid because it is included in the Administrative Code of the County of San Diego. Lesem v. Getty, 23 Cal. App.2d 57, 72 P.2d 183 (1937).*

<sup>25</sup> *1966 Amendment. Amended by Stats. 1967, Resolution Chapter 6.*

<sup>26</sup> *Under this Section and the provisions of the Statutes of 1933, page 2005, Sec. 6, the Board of Supervisors had authority to enact ordinance providing for an affidavit by an applicant for relief. People v. Zjady, 8 Cal.2d 149, 64 P.2d 425 (1937).*

<sup>27</sup> *1980 Addition. Proposed by the Board of Supervisors August 19, 1980, ratified at special election November 4, 1980, accepted by and filed with Secretary of State June 8, 1981, published Stats. 1981, Charter Chapter No. 19.*