



County of Los Angeles
Chief Executive Office

PUBLIC SAFETY CLUSTER AGENDA REVIEW MEETING

FESIA A. DAVENPORT
Chief Executive Officer

DATE: Wednesday, July 13, 2022
TIME: 9:30 a.m.

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

TO PARTICIPATE IN THE MEETING CALL TELECONFERENCE NUMBER: (323) 776-6996 ID: 169948309#

[Click here to join the meeting](#)

AGENDA

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

1. CALL TO ORDER

2. GENERAL PUBLIC COMMENT

3. INFORMATIONAL ITEM(S): [Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:

A. Board Letter:

AGREEMENT BETWEEN THE CONSOLIDATED FIRE PROTECTION DISTRICT
AND THE CITY OF BEVERLY HILLS FOR FIRE PROTECTION SERVICES

Speaker(s): Theresa Barrera and Marcia Velasquez (Fire)

B. Board Letter:

APPROVE THE ACCEPTANCE OF DISTRICT AWARD FUNDS FROM THE STATE
OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION –
CALIFORNIA CLIMATE INVESTMENTS – FIRE PREVENTION GRANT PROGRAM
AND APPROPRIATION ADJUSTMENT FY 2022-23

Speaker(s): Theresa Barrera and Marcia Velasquez (Fire)

4. PRESENTATION/DISCUSSION ITEM(S):

A. Board Letter:

TEN-YEAR AMENDMENT – SHERIFF'S DEPARTMENT, FIRE DEPARTMENT AND
DEPARTMENT OF BEACHES AND HARBORS – 13555 FIJI WAY, MARINA DEL
REY

Speaker(s): Michael Navarro (CEO)

Wednesday, July 13, 2022

B. Board Briefing:
PROBATION OVERSIGHT COMMISSION (POC) AND OFFICE OF INSPECTOR
GENERAL (OIG) PROBATION MONTHLY BRIEFING
Speaker(s): Wendelyn Julien (POC) and Eric Bates (OIG)

C. Board Briefing:
INDEPENDENT PRETRIAL SERVICES
Speaker(s): Shelby King, Jacob Jokisch and Gina Eachus (CEO-ATI)

5. PUBLIC COMMENTS

6. ADJOURNMENT

CLOSED SESSION

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

Victoria Contreras v. County of Los Angeles, et al.
Los Angeles Superior Court Case No. BC722497

Department: Sheriff's

CS-2 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
(Subdivision (a) of Government Code Section 54956.9)

Steven Moore v. County of Los Angeles
United States District Court Case No. 2:20-CV-07751

Department: Sheriff's

CS-3 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
(Subdivision (a) of Government Code Section 54956.9)

Ivan Field v. County of Los Angeles, et al.
Los Angeles Superior Court Case No. BC684848

Department: Sheriff's

Wednesday, July 13, 2022

7. UPCOMING ITEMS:

A. Board Letter:

APPROVAL OF A SOLE SOURCE CONTRACT WITH WILLIAM JAMES COLLEGE
TO PROVIDE RESEARCH AND CONSULTATION SERVICES ON THE COUNTY OF
LOS ANGELES JUVENILE COMPETENCY TO STAND TRIAL PROGRAM

Speaker(s): Robert Smythe and Felicia Cotton (Probation)

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

PUBLIC_SAFETY_COMMENTS@CEO.LACOUNTY.GOV

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	7/13/2022	
BOARD MEETING DATE	7/26/2022	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input checked="" type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	FIRE	
SUBJECT	Approval of Agreement with City of Beverly Hills for Fire Protection Services	
PROGRAM	N/A	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	None	
COST & FUNDING	Total cost: \$50,000	Funding source: The District, as a Special District, is funded independently from the County's General Fund, and relies primarily on property tax revenue to provide essential fire protection and emergency medical services. The District will reimburse the City's salary and employee benefits and any overtime cost related to the City's coverage of the District during the Wellness Period. The District's Fiscal Year 2022-23 Adopted Budget will include funding to cover the potential \$50,000 reimbursement to the City by the District. The District will allocate the necessary funds or seek reimbursement when needed to support potential future agreements with other cities or entities. There is no impact on net County cost.
	TERMS (if applicable): On going.	
	Explanation: The District is seeking to enter into this agreement and similar agreements on an on-going, as-needed basis with the City of Beverly Hills and other cities or entities.	
PURPOSE OF REQUEST	Approval of the recommended actions will enable the District and the City to continue to provide the most efficient and cost-effective public safety services to the Los Angeles County residents we serve.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The District entered into an automatic aid agreement with the City on July 15, 1980, which provides fire protection and rescue services within their respective territorial limits. Automatic aid agreements are intended to be reciprocal in the services provided to and from both agencies, therefore, no monies are exchanged. However, between June 17, 2021 and June 21, 2021, the District required assistance during the Wellness Period after the Sierra Incident where two of our own firefighters tragically lost their lives at Fire Station 81 in Agua Dulce.	

EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Marcia Velasquez, Division Chief – (323) 881-2404 – Marchia.Velasquez@fire.lacounty.gov



COUNTY OF LOS ANGELES FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2404
www.fire.lacounty.gov

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

DARYL L. OSBY
FIRE CHIEF
FORESTER & FIRE WARDEN

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

July 26, 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:

AGREEMENT BETWEEN THE CONSOLIDATED FIRE PROTECTION DISTRICT AND THE CITY OF BEVERLY HILLS FOR FIRE PROTECTION SERVICES (3RD DISTRICT) (3 VOTES)

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting approval to enter into an agreement for fire protection services during special events (Agreement) with the City of Beverly Hills (City) which will authorize the provision of fire and/or life safety staffing needs to and from the City to the District and the District to the City on a reimbursable basis.

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

1. Approve and delegate authority to the Fire Chief, or his designee, to sign and execute the attached Agreement (Attachment A) with the City to provide for the provision of reciprocal fire protection services between the City and the District on a reimbursable basis.
2. Delegate authority to the Fire Chief, or his designee, to enter into a Memorandum of Understanding (MOU) (Attachment B) with the City and to make future modifications to the Agreement and MOU, provided that such modifications are to be reviewed and approved as to form by County Counsel.

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

AGOURA HILLS
ARTESIA
AZUSA
BALDWIN PARK
BELL
BELL GARDENS
BELLFLOWER
BRADBURY
CALABASAS

CARSON
CERRITOS
CLAREMONT
COMMERCE
COVINA
CUDAHY
DIAMOND BAR
DUARTE

EL MONTE
GARDENA
GLENDALE
HAWAIIAN GARDENS
HAWTHORNE
HERMOSA BEACH
HIDDEN HILLS
HUNTINGTON PARK
INDUSTRY

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

LAWDALE
LOMITA
LYNWOOD
MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES
PARAMOUNT

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

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

3. Delegate authority to the Fire Chief, or his designee, to enter into similar agreements and related documents with other cities or entities on a reciprocal basis whereby the District can either receive or provide assistance with other cities or entities involving fire and/or life safety staffing needs. Such agreements shall be on a reimbursable basis not to exceed \$50,000, to be reviewed and approved as to form by County Counsel. If the reimbursable service agreement exceeds \$50,000, the District shall notify the Board via a Board memo.
4. Find that the Agreement and MOU are exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 (b)(3) of the CEQA guidelines.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The District entered into an automatic aid agreement with the City on July 15, 1980, which provides fire protection and rescue services within their respective territorial limits. Automatic aid agreements are intended to be reciprocal in the services provided to and from both agencies, therefore, no monies are exchanged.

However, between June 17, 2021 and June 21, 2021, the District required assistance during the Wellness Period after the Sierra Incident where two of our own firefighters tragically lost their lives at Fire Station 81 in Agua Dulce. The Wellness Period allowed all impacted District fire stations to be out of service due to the unprecedented event. Upon the District's request, the City of Beverly Hills Fire Department's fire and life safety resources were deployed into the District for coverage during the Wellness Period which was not covered under the automatic aid agreement between the two agencies. The District also received similar aid from other fire agencies during the Wellness Period.

Therefore, the District recommends approval of the attached Agreement that authorizes the District to enter into an MOU for the reimbursement of expenses incurred by the City for coverage of the District during the Wellness Period.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Goal No. III, Strategy III.3: Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability by continually assessing our efficiency and effectiveness, maximizing and leveraging resources, and holding ourselves accountable.

FISCAL IMPACT/FINANCING

The District, as a Special District, is funded independently from the County's General Fund, and relies primarily on property tax revenue to provide essential fire protection and emergency medical services.

The District will reimburse the City's salary and employee benefits and any overtime cost related to the City's coverage of the District during the Wellness Period. The District's Fiscal Year 2022-23 Adopted Budget will include funding to cover the potential \$50,000 reimbursement to the City by the District. The District will allocate the necessary funds or seek reimbursement when needed to support potential future agreements with other cities or entities.

There is no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This Agreement will be effective upon execution by both parties and shall remain in effect unless participation is terminated by either party, provided there is thirty (30) day written notice from one party to the other.

The Agreement was approved by the City on February 22, 2022, and has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current services. Approval of the recommended actions will enable the District and the City to continue to provide the most efficient and cost-effective public safety services to the Los Angeles County residents we serve.

CONCLUSION

Upon approval by your Board, please instruct the Executive Officer of the Board to return the adopted stamped copy of the Board letter to:

Consolidated Fire Protection District of Los Angeles County
Planning Division
Attention: Marcia Velasquez, Head of Planning
1320 North Eastern Avenue
Los Angeles, CA 90063
Marcia.Velasquez@fire.lacounty.gov

The District's contact may be reached at (323) 881-2404.

Respectfully submitted,

DARYL L. OSBY, FIRE CHIEF

DLO:kc

The Honorable Board of Supervisors
July 26, 2022
Page 4

Enclosures

c: Chief Executive Officer
County Counsel
Auditor-Controller

**AGREEMENT BY AND BETWEEN THE
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY
AND THE CITY OF BEVERLY HILLS FOR
FIRE PROTECTION SERVICES DURING SPECIAL EVENTS**

This **AGREEMENT**, is made and entered into this _____ day of _____, 2022,
by and between the Consolidated Fire Protection District of Los Angeles County, hereinafter
referred to as the "FIRE DISTRICT," and the City of Beverly Hills, hereinafter referred to as
the "CITY", and together "FIRE AGENCIES"

W I T N E S S E T H

WHEREAS, the parties to this Agreement provide fire protection services within their
respective territorial limits;

WHEREAS, it is in the best interest of the residents of the FIRE DISTRICT and the
CITY to provide assistance to each other and any fire protection services upon request;

WHEREAS, the FIRE AGENCIES agree to provide fire protection services on a
reciprocal and reimbursable basis;

WHEREAS, the FIRE DISTRICT has requested and the CITY has agreed for the
CITY to provide fire protection services to the FIRE DISTRICT; and

WHEREAS, this Agreement is authorized by Section 54981 of the California
Government Code and Section 20811 of the California Public Contract Code.

NOW, THEREFORE, in consideration of these mutual covenants, the parties hereto
agree as follows:

I. PROVISION OF SERVICES

A. The FIRE AGENCIES agree to provide fire protection services for a specified
coverage on an as needed basis.

B. Any operational details needed to implement this Agreement not included in this
Agreement shall be developed by the fire chiefs of the FIRE AGENCIES. Such details shall
be recorded in a Memorandum of Understanding (MOU), which should include the scope of

1 services, terms of service, invoicing, details of payment remittance, and signed by THE FIRE
2 AGENCIES. The MOU may be revised from time-to-time as mutually agreed between the
3 FIRE AGENCIES.

4 5 **II. PERSONNEL**

6 All persons employed by the CITY in the performance of fire protection services
7 pursuant to this Agreement shall be CITY employees, and no person employed hereunder
8 by the CITY shall have any FIRE DISTRICT pension, Civil Service, or other status or right of
9 the FIRE DISTRICT. The FIRE DISTRICT shall not be called upon to assume any liability
10 for the payment of any salaries, wages, benefits, or other compensation to any CITY
11 personnel performing any services hereunder for the FIRE DISTRICT, nor shall the FIRE
12 DISTRICT assume any liability other than that specifically provided for in this Agreement.
13 The FIRE DISTRICT shall not be liable for any compensation or indemnity to any CITY
14 employee for injury or sickness arising out of his or her employment.

15 All persons employed by the DISTRICT in the performance of fire protection services
16 pursuant to this Agreement shall be DISTRICT employees, and no person employed
17 hereunder by the DISTRICT shall have any CITY pension, Civil Service, or other status or
18 right of the CITY. The CITY shall not be called upon to assume any liability for the payment
19 of any salaries, wages, benefits, or other compensation to any DISTRICT personnel
20 performing any services hereunder for the CITY, nor shall the CITY assume CITY assume
21 any liability other than that specifically provided for in this Agreement. The CITY shall not be
22 liable for any compensation or indemnity to any FIRE SITRICT employee for injury or
23 sickness arising out of his or her employment.

24 **III. PAYMENT**

25 A. FIRE AGENCIES shall be compensated for fire protection services provided as
26 detailed in the MOU.

27 B. FIRE AGENCIES shall make available copies of reports for all fire protection
28 services provided that will be billed as detailed in the MOU.

1 C. Payment will be due within thirty (30) days of receipt of an invoice.

2
3 **IV. INDEMNIFICATION**

4 A. Neither party shall be liable for the negligent or wrongful acts of the other in the
5 performance of this Agreement.

6 B. The CITY agrees to indemnify and hold harmless the FIRE DISTRICT and the
7 County of Los Angeles, their agencies, officers, and employees from any and all demands,
8 liabilities, expenses and claims for damages of any nature whatsoever including, but not
9 limited to, bodily injury, death, personal injury or property damage, including reasonable
10 attorney's fees, arising from or connected with the CITY's operations or its services in the
11 performance of this Agreement.

12 C. The FIRE DISTRICT agrees to indemnify and hold harmless the CITY, its
13 agents, officers, and employees from any and all demands, liabilities, expenses and claims
14 for damages of any nature whatsoever including, but not limited to, bodily injury, death,
15 personal injury or property damage, including reasonable attorney's fees, arising from or
16 connected with the FIRE DISTRICT's operations or its services in the performance of this
17 Agreement.

18 D. Unless the public entities that are parties to an agreement otherwise provide in the
19 agreement, if a public entity is held liable upon any judgment for damages caused by a
20 negligent or wrongful act or omission occurring in the performance of the agreement and
21 pays in excess of its pro rata share in satisfaction of such judgment, such public entity is
22 entitled to contribution from each of the other public entities that are parties to the
23 agreement. The pro rata share of each public entity is determined by dividing the total
24 amount of the judgment by the number of public entities that are parties to the agreement.
25 The right of contribution is limited to the amount paid in satisfaction of the judgment in
26 excess of the pro rata share of the public entity so paying. No public entity may be
27 compelled to make contribution beyond its own pro rata share of the entire judgment.
28

1 **V. LIMITATIONS**

2 A. Neither this Agreement, nor any provisions herein contained, shall be construed
3 or considered for any purpose to constitute a third-party beneficiary agreement or create any
4 duty or duties in favor of any such third party.

5 B. No waiver of any term or condition of this Agreement shall be a continuing
6 waiver thereof. Any amendment hereto shall be in writing and signed by both parties hereto.

1 **IN WITNESS WHEREOF**, CITY has caused this Agreement to be executed by
2 its duly authorized representatives.

3
4 **CONSOLIDATED FIRE PROTECTION**
5 **DISTRICT OF LOS ANGELES COUNTY**

CITY OF BEVERLY HILLS

6 By _____
7 DARYL L. OSBY, FIRE CHIEF

By _____
 GEORGE CHAVEZ, CITY MANAGER

8 DATE _____
9

DATE _____

10
11 APPROVED AS TO FORM:
12 DAWYN HARRISON
13 Acting County Counsel

APPROVED AS TO FORM:

14
15 By  _____
16 Senior Deputy

By _____
 GREGORY W. BARTON, FIRE CHIEF

17
18 By _____
19 SHARON L'HEUREUX DRESSEL
20 RISK MANAGER
21
22

23 F:\PLANNING\Beverly Hills\Beverly Hills Agmt
24 #2658450
25
26
27
28

**MEMORANDUM OF UNDERSTANDING
FOR FIRE PROTECTION SERVICES TO BE PROVIDED BY THE
BEVERLY HILLS FIRE DEPARTMENT TO THE
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY
FOR SPECIAL EVENTS**

This Memorandum of Understanding (MOU) entered into on _____ [date] is authorized by the Board of Supervisors of the County of Los Angeles on _____, to allow the Consolidated Fire Protection District of Los Angeles County (DISTRICT) enter into agreements with agencies or entities involving augmented fire and/or life safety staffing needs for special events.

The purpose of this MOU is to identify the level of augmented service provided by and compensation to the Beverly Hills Fire Department, hereinafter referred to as "BHFD" for fire and/or life safety staffing needs to the DISTRICT,

1. BHFD STAFFING

The provision of staffing levels to be provided by the BHFD for the Wellness Period (between June 17, 2021 and June 21, 2021) after the DISTRICT'S Sierra Incident for coverage of the DISTRICT'S Fire Station 3 are established in Exhibit A - "Cost for LAC Fire Department Coverage," attached hereto.

2. BHFD SERVICES

BHFD shall provide, in exchange for reimbursement, all fire and life safety services including first aid and emergency medical services initiated by the 911 system. The life safety services provided by the BHFD do not include patient transport services.

3. CONSIDERATION

Fire safety services provided by BHFD, as described above, shall be billed to the DISTRICT. Payment of all invoices under this MOU shall be due and payable thirty (30) days from the date of invoice. BHFD shall submit their invoice as indicated below:

Invoices shall be sent to the District at:

Los Angeles County Fire Department
Financial Management Division
P.O. Box 54740
Los Angeles, CA 90054-0740
Attention: Accounts Receivable

Payment shall be sent to BHFD at the following address:

Beverly Hills Fire Department
Attention: Gregory W. Barton, Fire Chief
445 N. Rexford Drive
Beverly Hills, CA 90210-4876

4. TERM

The services rendered under this MOU by BHFD for the DISTRICT was performed from June 17, 2021 to June 21, 2021.

The term of this MOU began on June 17, 2021 and will terminate on the date the DISTRICT remits the final invoice payment to BHFD.

5. INDEMNIFICATION

DISTRICT shall defend, indemnify, and hold harmless BHFD, its officials, officers, and employees from all liability from loss, damage, or injury to persons or property, including all legal costs and attorneys' fees, in any manner arising out of the performance of services and obligations under this MOU by DISTRICT, its officers, agents, and employees to the extent permitted by law.

BHFD shall defend, indemnify, and hold harmless the DISTRICT, its officials, officers, and employees from all liability from loss, damage, or injury to persons or property, including all legal costs and attorneys' fees, in any manner arising out of the performance of services and obligations under this MOU by BHFD, its officers, agents, and employees to the extent permitted by law.

This provision shall survive the expiration or other termination of this MOU.

[Signatures on following page.]

CONSOLIDATED FIRE PROTECTION
DISTRICT OF LOS ANGELES COUNTY

BEVERLY HILLS FIRE DEPARTMENT

By _____
DARYL L. OSBY, FIRE CHIEF

By _____
GREGORY W. BARTON, FIRE CHIEF

APPROVED AS TO FORM:

DAWYN HARRISON
Acting County Counsel

By _____
Senior Deputy County Counsel

Exhibit A

Costs for LAC Fire Department Coverage

Count	BHFD Personnel	Dates	Hrs	Hourly Rate	OT Rate (1.5 Rate)	Overtime Paid
1	Palmieri	06/17/21	24	\$58.1168	\$87.18	\$2,092.20
2	Cope	06/17/21	24	\$53.6390	\$80.46	\$1,931.00
3	Nagamine	06/17/21	24	\$40.8858	\$61.33	\$1,471.89
4	Guapo	06/17/21	24	\$53.5468	\$80.32	\$1,927.68
5	Palmieri	06/18/21	24	\$58.1168	\$87.18	\$2,092.20
6	Cope	06/18/21	24	\$53.6390	\$80.46	\$1,931.00
7	Nagamine	06/18/21	24	\$40.8858	\$61.33	\$1,471.89
8	Guapo	06/18/21	24	\$53.5468	\$80.32	\$1,927.68
9	Palmieri	06/19/21	24	\$58.1168	\$87.18	\$2,092.20
10	Cope	06/19/21	24	\$53.6390	\$80.46	\$1,931.00
11	Nagamine	06/19/21	24	\$40.8858	\$61.33	\$1,471.89
12	Guapo	06/19/21	24	\$53.5468	\$80.32	\$1,927.68
13	Palmieri	06/20/21	24	\$58.1168	\$87.18	\$2,092.20
14	Cope	06/20/21	24	\$53.6390	\$80.46	\$1,931.00
15	Nagamine	06/20/21	24	\$40.8858	\$61.33	\$1,471.89
16	Guapo	06/20/21	24	\$53.5468	\$80.32	\$1,927.68
GRAND TOTAL						\$29,691.13

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	7/13/2022	
BOARD MEETING DATE	7/26/2022	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	FIRE	
SUBJECT	Approval of Direct Award Funds from the State of California Department of Forestry and Fire Protection and Approval of Appropriation Adjustment	
PROGRAM	N/A	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	None	
COST & FUNDING	Total cost: \$1,225,000 – Grant Funds \$124,700 – District share cost	Funding source: The District, as a Special District, is funded independently from the County's General Fund, and relies primarily on property tax revenue to provide essential fire protection and emergency medical services. Following your Board's approval of the recommended appropriation adjustment in the amount of \$1,225,000, the direct award will increase the Fire Department - Executive Budget Unit's S&S appropriation by \$1,225,000. There is a District cost share amount of \$124,700. The District's Fiscal Year 2022-23 Adopted budget will include sufficient funding to cover this amount. There is no impact to net County cost.
	TERMS (if applicable): N/A	
	Explanation: Grant Award	
PURPOSE OF REQUEST	Approval of the recommended actions will allow this project to reduce highly flammable vegetation, to be removed in order to decrease the risk of wildfires around the Bradbury-Duarte community and provide a strong, defensible fuel break, and address existing fire hazards. This project will become a permanent feature for the Los Angeles County Strategic Fire Plan. Once completed, the site will be monitored on a five-year cycle to ensure it does not become a fire hazard once again.	
BACKGROUND (include internal/external issues that may exist including any related motions)	This request is for a hazard fuel reduction project using goats to reduce highly flammable vegetation in open space areas and terrain not easily accessible by standard removal procedures within the community of Bradbury-Duarte, which has over 7,000 residential and commercial structures that could receive direct flame impingement if there was a wildfire. In some areas, the terrain is too steep for crews to work safely or to conduct mechanical removal. An added benefit of utilizing goats is	

	the ability to be selective and target invasive plant species first, ensuring a healthier landscape in addition to fire hazard reduction.
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Marcia Velasquez, Division Chief – (323) 881-2404 – Marcia.Velasquez@fire.lacounty.gov



COUNTY OF LOS ANGELES FIRE DEPARTMENT

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

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

DARYL L. OSBY
FIRE CHIEF
FORESTER & FIRE WARDEN

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

July 26, 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:

**APPROVE THE ACCEPTANCE OF DIRECT AWARD FUNDS FROM THE STATE OF
CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION – CALIFORNIA
CLIMATE INVESTMENTS - FIRE PREVENTION GRANT PROGRAM AND
APPROPRIATION ADJUSTMENT
(ALL SUPERVISORIAL DISTRICTS) (4-VOTES)
FY 2022-23**

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors (Board) approval to accept direct award funds from the California Department of Forestry and Fire Protection (CAL-Fire) – California Climate Investments (CCI) Fire Prevention (FP) Grants for the Bradbury-Duarte Hazardous Fuels Reduction Project, and approval of an appropriation adjustment. The project objective is to reduce hazardous fuel by creating and integrated vegetation management program to reduce highly flammable vegetation through hand-clearing, mechanical treatment using tracked equipment (masticators, brush-crushing equipment, and chippers), and selective use of goats to reduce highly flammable vegetation in open space areas within the community of Bradbury-Duarte.

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

1. Authorize the Fire Chief, or his designee to accept the direct award funds in the amount of \$1,225,000 to reduce hazardous fuels by creating an integrated vegetation

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

AGOURA HILLS
ARTESIA
AZUSA
BALDWIN PARK
BELL
BELL GARDENS
BELLFLOWER
BRADBURY
CALABASAS

CARSON
CERRITOS
CLAREMONT
COMMERCE
COVINA
CUDAHY
DIAMOND BAR
DUARTE

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

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

LAWNDALE
LOMITA
LYNWOOD
MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES
PARAMOUNT

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

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

management program to reduce highly flammable vegetation in open space areas within the community of Bradbury-Duarte.

2. Approve an appropriation adjustment in the amount of \$1,225,000 to increase the Fire Department - Prevention Budget Unit's Services and Supplies (S&S) appropriation by \$1,225,000 for the Bradbury-Duarte Fuel Reduction Project.
3. Approve and delegate authority to the Fire Chief, or his designee, to execute any direct award agreement and all future amendments, extensions, augmentations, and request for reimbursement to meet the conditions of the direct award.
4. Approve and delegate authority to the Fire Chief, or his designee, to accept similar future direct award funds from CAL-Fire in the amount not to exceed \$1,500,000, provided such documents are reviewed and approved as to form by County Counsel. The District shall notify the Board via Board memo, in advance before accepting all Direct Awards from CAL-Fire
5. Find the acceptance of this award is exempt from the provisions of the California Environmental Quality Act (CEQA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This request is for a hazard fuel reduction project using goats to reduce highly flammable vegetation in open space areas and terrain not easily accessible by standard removal procedures within the community of Bradbury-Duarte, which has over 7,000 residential and commercial structures that could receive direct flame impingement if there was a wildfire. In some areas, the terrain is too steep for crews to work safely or to conduct mechanical removal. An added benefit of utilizing goats is the ability to be selective and target invasive plant species first, ensuring healthier landscape in addition to fire hazard reduction.

The Bradbury-Duarte Reduction Project would reduce the danger of wildfires around the Bradbury-Duarte community by providing a strong, defensible fuel break, and defensible space for fire fighters. Mitigating a vegetation fire risk would also reduce greenhouse gas emissions (GHG) during a wildfire. According to the California Air Resources Board, the 97,000-acre Woolsey Fire of 2018 generated an "estimated 2 million metric tons of greenhouse gases." This equates to nearly 20.62 metric tons of GHG per acre that were released during the Woolsey Fire and by this approximate calculation, this project would potentially save 500 metric tons of GHG (with similar heat/vegetation) from being emitted and provide even greater benefits in long term fire prevention.

The District's Forestry Division will host a public outreach seminar to educate the constituents of Bradbury-Duarte prior to project implementation which is scheduled for the summer of 2022. The public outreach will be a collaboration between the District, the Bradbury-Duarte stakeholders including, federal, state, local, private property owners, and private agencies who will all be notified and communicated with.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of the recommended actions is consistent with the County's Strategic Plan, Goal No. III, Strategy III.3: Pursue Operational Effectiveness, Fiscal Responsibility and Accountability, by continually assessing our efficiency and effectiveness, maximizing, and leveraging resources, and holding ourselves accountable.

FISCAL IMPACT/FINANCING

The District, as a Special District, is funded independently from the County's General Fund, and relies primarily on property tax revenue to provide essential fire protection and emergency medical services.

Following your Board's approval of the recommended appropriation adjustment in the amount of \$1,225,000, the direct award will increase the Fire Department - Executive Budget Unit's S&S appropriation by \$1,225,000. There is a District cost share amount of \$124,700. The District's Fiscal Year 2022-23 Adopted budget will include sufficient funding to cover this amount.

There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

CAL-Fire has provided the District with specific guidelines, reports, and expenditure procedures for the administration and management of the CAL-Fire CCI FP Grants. Unless an amendment is approved by CAL-Fire, the grant performance ends March 15, 2026.

ENVIRONMENTAL DOCUMENTATION

A California Natural Diversity Database (CNDDDB) search was conducted by the District's Forestry Division using the California Department of Fish and Game's Database, "Rarefind3", to identify known and potential occurrences of "listed" species within treatment areas. Best management practices will be implemented protecting this habitat. An Environmental Review Report Form will be submitted for approval to CAL-Fire's San Bernardino home unit, prior to submitting the anticipated Notice of Exemption to the State Clearing House.

Acceptance of this direct award does not have a significant effect on the environment and, therefore, is exempt from CEQA, pursuant to Section 15061(b) (3) of the CEQA Guidelines.

CONTRACTING PROCESS

The District will utilize Agricultural Commissioner/Weights & Measures (ACWM) to complete hand-clearing and mechanical treatment via a Departmental Service Order (DSO). Hiring of a goat vendor to reduce highly flammable vegetation in open spaces will be procured in accordance with the County's purchasing policies and procedures.

IMPACT OF CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow this project to reduce highly flammable vegetation, to be removed in order to decrease the risk of wildfires around the Bradbury-Duarte community by providing a strong, defensible fuel break, and address existing fire hazards. This project will become a permanent feature for the Los Angeles County Strategic Fire Plan. Once completed, the site will be monitored on a five-year cycle to ensure it does not become a fire hazard once again.

CONCLUSION

Upon approval by your Honorable Board, please instruct the Executive Officer to return the adopted stamped copy of this letter to the following:

Consolidated Fire Protection District of Los Angeles County
Planning Division
Attention: Marcia Velasquez, Head of Planning
1320 North Eastern Avenue
Los Angeles, CA 90063

The District contact may be reached at (323) 881-2404.

Respectfully submitted,

DARYL L. OSBY, FIRE CHIEF

DLO:ac

Enclosures

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

May 12, 2022

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

FIRE DEPARTMENT

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 2022-23
4 - VOTES

SOURCES		USES	
FIRE DEPARTMENT - EXECUTIVE BUDGET UNIT DA1-FR-88-8805-40100-40129 STATE AID FOR DISASTER INCREASE REVENUE		FIRE DEPARTMENT - EXECUTIVE BUDGET UNIT DA1-FR-2000-40100-40129 SERVICES & SUPPLIES INCREASE APPROPRIATION	
1,225,000		1,225,000	
SOURCES TOTAL		USES TOTAL	
\$ 1,225,000		\$ 1,225,000	

JUSTIFICATION

The budget adjustment recognizes new grant revenue from the California Department of Forestry and Fire Protection (CAL FIRE) to reduce hazardous fuels by creating an integrated vegetation management program that reduces highly flammable vegetation in open space areas within the Bradbury-Duarte community.

AUTHORIZED SIGNATURE ADRIAN LI, CHIEF, FMD

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

CLUSTER AGENDA REVIEW DATE	7/20/2022	
BOARD MEETING DATE	8/9/2022	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input checked="" type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Sheriff, Fire, and DBH	
SUBJECT	Ten-year Amendment	
PROGRAM	Marina del Rey Boatwright Shop, Marina Maintenance Crew Shop and Maintenance Supervisors offices	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	The Lease is currently on a month-to-month holdover since March 2022, and not subject to a holdover fee. The Landlord agrees to a continued month-to-month occupancy, provided that the County renews and extends the term by August 1, 2022	
COST & FUNDING	Total cost: \$8,185,000 over the ten-year term including parking and the rent abatement.	Funding source: Sheriff by 100 percent net County cost Fire by 100 percent net County cost Beaches and Harbors by 100 percent net County cost
	TERMS (if applicable): Base rent is subject to annual increases based on CPI with a minimum 3 percent increase per annum capped at 5 percent per annum. The Base Rent is also subject to a Percentage Rent of 16 percent per annum, pursuant to the underlying Ground Lease with the County. The County is responsible for utilities, HVAC system filters, and janitorial costs. The County is not subject to the building's operating expense increases	
	Explanation: Sufficient funding to cover the proposed rent for the first year of the proposed amendment term is included in the Fiscal Year (FY) 2022-23 Rent Expense budget and will be billed back to Sheriff, Fire, and DBH. Sheriff, Fire and DBH have sufficient funding in their FY 2022-23 Operating Budget to cover the proposed rent for the first year. Beginning in FY 2023-24, ongoing funding for costs associated with the proposed amendment will be part of the budget for the DBH, Sheriff and Fire.	
PURPOSE OF REQUEST	The Extended Term will allow for the continued repair and maintenance of (i) Fire's Rescue Boat Fleet, and Swim Buoy lines for the Marina Swim Beach, (ii) Sheriff's boats and harbor patrol's navigation buoys, and (iii) DBH Marina Maintenance Supervision. Additionally, the Extended Term will provide time for the County to find a long-term solution for these programs which may include development of a new County facility at the Marina, which can take five to eight years to complete.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The proposed amendment and Extended Term will provide continued occupancy of approximately 14,821 square feet of office on the mezzanine level, warehouse, and shop space with 480 square feet of yard space for placement of two twenty-foot containers, and 16 onsite parking spaces.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Mike Navarro CEO-Real Estate Division 213 974-4364 Mnavarro@ceo.lacounty.gov	



County of Los Angeles CHIEF EXECUTIVE OFFICE

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

FESIA A. DAVENPORT
Chief Executive Officer

August 9, 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:

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

**TEN-YEAR AMENDMENT
SHERIFF'S DEPARTMENT, FIRE DEPARTMENT AND
DEPARTMENT OF BEACHES AND HARBORS
13555 FIJI WAY, MARINA DEL REY
(SECOND DISTRICT) (3 VOTES)**

SUBJECT

Approval of a proposed amendment to extend the term of an existing lease for an additional ten years (Extended Term) to provide the Sheriff's Department (Sheriff), Fire Department (Fire), and the Department of Beaches and Harbors (DBH) continued use of approximately 14,821 square feet of office, warehouse, shop, and yard space and 16 on-site parking spaces for the Marina del Rey Boatwright Shop, Marina Maintenance Crew Shop, and Maintenance Supervisors offices.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed amendment is exempt from the California Environmental Quality Act (CEQA), for the reasons stated in this Board letter and in the record of the project.
2. Authorize the Chief Executive Officer, or her designee, to execute the proposed amendment with Harbor Real Estate Limited Partnership, a Delaware limited partnership (Landlord), for approximately 14,821 square feet of office, warehouse, shop, and yard space and 16 on-site parking spaces located at 13555 Fiji Way Marina del Rey, California 90292 to be occupied by Sheriff, Fire, and DBH. The proposed amendment is for a term of ten years. The estimated maximum first year base rental cost is \$534,277 (including rent abatement of \$111,427), and the percentage rental cost is \$103,313. The estimated total amendment cost is \$8,185,000 over the ten-year term. The rental costs for Sheriff, Fire, and DBH 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 amendment and to take actions necessary and appropriate to implement the proposed amendment, including, without limitation, exercising the early termination rights.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Extended Term will provide continued occupancy of approximately 14,821 square feet of office on the mezzanine level, warehouse, shop space, and 480 square feet of yard space for placement of two 20-foot containers, and 16 on-site parking spaces (Premises). The Premises has been occupied by the Sheriff, Fire, and DBH's Marina del Rey Boatwright Shop, Marina Maintenance Crew Shop and Maintenance Supervisors since 2015. The Lease is currently on a month-to-month holdover since March 2022, and not subject to a holdover fee. The Landlord agrees to a continued month-to-month occupancy, provided that the County renews and extends the term by August 1, 2022.

The Extended Term will allow for the continued repair and maintenance of: (i) Fire's Rescue Boat Fleet, and Swim Buoy lines for the Marina Swim Beach; (ii) Sheriff's boats and harbor patrol's navigation buoys; and (iii) DBH Marina Maintenance Supervision. Additionally, the Extended Term will provide time for the County to find a long-term solution for these programs which may include development of a new County facility at the Marina, which can take five to eight years to complete.

The facility is occupied by approximately 15 County employees, providing direct services and whose work including, repair and maintenance of watercraft and buoys limits their ability to utilize co-working space and to telework.

The Landlord has a leasehold interest in the subject property, pursuant to a Master Ground Lease (Ground Lease) dated June 19, 1962, between Harbor Real Estate Limited Partnership, a Delaware limited partnership as Lessee, and the County as Lessor. On March 15, 2016, the Board approved an option to extend the term of the Ground Lease for an additional 39 years, or until February 28, 2061. The County then entered into the existing lease for a portion of the property located in the Marina del Rey Small Craft Harbor known as Parcel 53 (The Boat Yard).

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

Implementation of Strategic Plan Goals

The Countywide Strategic Plan Goal 2 - *“Foster Vibrant and Resilient Communities”* - provides that our investments in the lives of County residents are sustainable only when grounded in strong communities. We want to be the hub of a network of public-private partnering agencies supporting vibrant communities.

The proposed amendment is also consistent with Strategic Asset Management Goal 2 - Strengthen Connection Between Service Priorities And Asset Decisions and Key Objective No. 4 - Guide Strategic Decision -Making

The proposed amendment supports the above goals and objective by providing Sheriff, Fire, and DBH with continued use of appropriate office, warehouse, shop, and yard space that is centrally located, with direct access to the dock within Marina del Rey for existing services provided at the marina.

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

FISCAL IMPACT/FINANCING

The aggregate cost associated with the proposed amendment over the entire term is \$8,185,000 as shown in Enclosure B-1. The rental costs will be funded by 100 percent net County cost.

Sufficient funding to cover the proposed rent for the first year of the proposed amendment term is included in the Fiscal Year (FY) 2022-23 Rent Expense budget and will be billed back to Sheriff, Fire, and DBH. Sheriff, Fire and DBH have sufficient funding in their FY 2022-23 Operating Budget to cover the proposed rent for the first year. Beginning in FY 2023-24, ongoing funding for costs associated with the proposed amendment will be part of the budget for the DBH, Sheriff, and Fire.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

- Upon commencement of the proposed amendment, the annual rental rate for the office, warehouse, and shop space (Premises A) will increase from \$31.60 to \$36.05 per square foot, per year, including parking. The \$36.05 per square foot, per year is the effective rate after taking into account the rent abatement provided for in the lease amendment. This abatement will be in effect for the entire period of the Extended Term. The rent for the yard space (Premises B), will increase from \$30.36 per square foot, per year, to \$36.60 per square foot, per year.

- Base rent is subject to annual increases based on the Consumer Price Index (CPI) with a minimum 3 percent increase per annum capped at 5 percent per annum.
- The base rent is subject to a percentage rental cost of 16 percent per annum of the total base rent paid to the Landlord (Percentage Rent). This Percentage Rent is a requirement of the Landlord's Ground Lease with the County.
- The Landlord will provide minor tenant improvements at the Landlord's sole cost and expense, pursuant to the County's request and specifications.
- The Landlord is responsible for the operating and maintenance costs of the building, and the County is responsible for utilities, heating, ventilation and air-conditioning system filters, and janitorial costs. The County is not subject to the building's operating expense increases.
- A comparison of the existing lease to the amendment is shown in Enclosure B-2.
- The County has the right to terminate the proposed amendment early any time after August 1, 2030, by delivering written notice to the Landlord, no earlier than August 1, 2028, and no later than February 1, 2029.
- Holdover at the proposed amendment expiration is permitted on the same lease terms and conditions except the monthly base rent during the holdover period will be at the base rent at the time of the lease expiration.
- The proposed amendment will be effective upon approval by the Board and full execution of the proposed amendment, but the term and rent will commence August 1, 2022.
- The proposed amendment was submitted for review to the Board's appointed Real Estate Management Commission on June 23, 2022, and was unanimously approved.

The Chief Executive Office (CEO) conducted a market search of available 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 \$55.80 and \$82.60 per square foot, per year. The effective base annual rental rate of \$36.05 per square foot, per year, for the proposed amendment represents a rate that is below the market range for the area. Further, relocation to a new building would require costly new tenant improvements and disrupt services, and any relocation away from the marina is not a viable option. We recommend the proposed facility as the most suitable to meet the County's space requirements.

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 previously inspected this facility and found it suitable for the County's occupancy.

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

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

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed amendment will continue to adequately provide the necessary office, warehouse, shop, yard space and parking for this County requirement. Sheriff, Fire, and DBH concur with the proposed amendment and recommendations.

The Honorable Board of Supervisors
August 9, 2022
Page 6

CONCLUSION

It is requested that the Executive Office of the Board of Supervisors, 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
JLC:MN:MAC:gw

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Sheriff
Auditor-Controller
Beaches and Harbors
Fire

**SHERIFF, FIRE, AND BEACHES AND HARBORS
13555 FIJI WAY, MARINA DEL REY**

Asset Management Principles Compliance Form¹

1.	<u>Occupancy</u>	Yes	No	N/A
A	Does amendment consolidate administrative functions? ² Yes, Sheriff, Fire and DBH	X		
B	Does amendment co-locate with other functions to better serve clients? ²	X		
C	Does this amendment centralize business support functions? ² .	X		
D	Does this amendment meet the guideline of 200 sq. ft of space per person? ² No, 989 sq. ft. per person due to the program's warehouse, shop and yard space needs.		X	
E	Does amendment meet the 4/1000 sq. ft. parking ratio guideline? ² ,	X		
F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location? ²	X		
2.	<u>Capital</u>			
A	Is it a substantial net County cost (NCC) program? 100 percent net County cost for the three departments.	X		
B	Is this a long-term County program?	X		
C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?		X	
D	If no, are there any suitable County-owned facilities available?		X	
E	If yes, why is lease being recommended over occupancy in County-owned space?			X
F	Is Building Description Report attached as Enclosure C?	X		
G	Was build-to-suit or capital project considered? ² Capital Project is being considered for the long-term space needs and it is estimated that the process can take approximately 5-8 years, if approved.	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?			
D	Why was this program not co-located with other County departments?			
	1. ____ The program clientele requires a "stand alone" facility.			
	2. ____ No suitable County occupied properties in project area.			
	3. ____ No County-owned facilities available for the project.			
	4. ____ Could not get City clearance or approval.			
	5. <u>X</u> The Program is being co-located.			
E	Is amendment a full-service lease? ² No, County pays for utilities, janitorial, HVAC filters replacements. In addition, the County is subject to paying percentage rent, pursuant to the terms of the underlying Ground Lease.		X	
F	Has growth projection been considered in space request?			X
G	¹ Has the Dept. of Public Works completed seismic review/approval?	X		
¹ As approved by the Board of Supervisors 11/17/98				
² If not, why not?				

OVERVIEW OF THE PROPOSED BUDGETED LEASE COSTS

13555 Fiji Way, Marina Del Rey
Departments: Beaches and Harbors, Sheriff's and Fire

Leased Area (sq.ft.) (Building SF + Yard)	14,821		
Building SF	14,341		
Storage / Rent Abated Area (2)	2,544		
Adjusted Building SF	11,797		
Premises B Leased Area subject to monthly rent ² (sq.ft.)	480		
Term (months)	120		
Annual Rent Adjustment Cap	5%		
		Cost Per RSF Per Month	Cost Per RSF Per Year
Base Rent (Premises A)		\$3.65	\$43.80
Base Rent (Premises B)		\$3.05	\$36.60
		Cost Per RSF Per Month	Cost Per RSF Per Year
Utility Expenses (Electric & Gas)			
Electric		\$0.09	\$1.07
Gas		\$0.01	\$0.08
		\$0.10	\$1.15

Department	% occupied
DBH	17.77%
Sheriff's	44.92%
Fire	37.31%
	100.00%

**Annual Rate On
Rent Paid To
Landlord**
\$53,132.43

Percentage Rent

Total Lease Costs	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year	6 th Year	7 th Year	8 th Year	9 th Year	10 th Year	Total 10 Year Rental Costs
Annual Base Rent (Premises A)	\$628,136	\$659,543	\$692,520	\$727,146	\$763,503	\$801,678	\$841,762	\$883,850	\$928,043	\$974,445	\$7,901,000
Annual Base Rent (Premises B)	\$17,568	\$18,446	\$19,369	\$20,337	\$21,354	\$22,422	\$23,543	\$24,720	\$25,956	\$27,254	\$221,000
Combined Annual Base Rent ⁽¹⁾	\$645,704	\$677,989	\$711,888	\$747,483	\$784,857	\$824,100	\$865,305	\$908,570	\$953,999	\$1,001,699	\$8,122,000
Abated Base Rent (Premises A)	(\$111,427)	(\$116,999)	(\$122,848)	(\$128,991)	(\$135,440)	(\$142,212)	(\$149,323)	(\$156,789)	(\$164,629)	(\$172,860)	(\$1,402,000)
Adjusted Combined Annual Base Rent	\$534,277	\$560,990	\$589,040	\$618,492	\$649,417	\$681,887	\$715,982	\$751,781	\$789,370	\$828,838	\$6,720,000
Percentage Rent ⁽²⁾	\$103,313	\$108,478	\$113,902	\$119,597	\$125,577	\$131,856	\$138,449	\$145,371	\$152,640	\$160,272	\$1,299,000
Total Paid to Landlord	\$637,589	\$669,469	\$702,942	\$738,089	\$774,994	\$813,743	\$854,431	\$897,152	\$942,010	\$989,110	\$8,020,000
Estimated Utility Costs ⁽³⁾	\$16,539	\$16,539	\$16,539	\$16,539	\$16,539	\$16,539	\$16,539	\$16,539	\$16,539	\$16,539	\$165,000
Total Annual Lease Costs	\$654,128	\$686,007	\$719,481	\$754,628	\$791,532	\$830,282	\$870,969	\$913,691	\$958,548	\$1,005,649	\$8,185,000

Beaches & Harbors Lease Costs	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year	6 th Year	7 th Year	8 th Year	9 th Year	10 th Year	Total 10 Year Rental Costs
Annual Base Rent (Premises A)	\$111,620	\$117,201	\$123,061	\$129,214	\$135,674	\$142,458	\$149,581	\$157,060	\$164,913	\$173,159	\$1,404,000
Annual Base Rent (Premises B)	\$3,122	\$3,278	\$3,442	\$3,614	\$3,795	\$3,984	\$4,184	\$4,393	\$4,612	\$4,843	\$40,000
Combined Annual Base Rent ⁽¹⁾	\$114,742	\$120,479	\$126,503	\$132,828	\$139,469	\$146,443	\$153,765	\$161,453	\$169,526	\$178,002	\$1,444,000
Percentage Rent ⁽²⁾	\$18,359	\$19,277	\$20,240	\$21,252	\$22,315	\$23,431	\$24,602	\$25,832	\$27,124	\$28,480	\$231,000
Total Paid to Landlord	\$133,100	\$139,755	\$146,743	\$154,080	\$161,784	\$169,873	\$178,367	\$187,285	\$196,650	\$206,482	\$1,675,000
Estimated Utility Costs ⁽³⁾	\$2,939	\$2,939	\$2,939	\$2,939	\$2,939	\$2,939	\$2,939	\$2,939	\$2,939	\$2,939	\$30,000
Total Annual Lease Costs	\$136,039	\$142,694	\$149,682	\$157,019	\$164,723	\$172,812	\$181,306	\$190,224	\$199,589	\$209,421	\$1,704,000

Sheriff's Lease Costs	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year	6 th Year	7 th Year	8 th Year	9 th Year	10 th Year	Total 10 Year Rental Costs
Annual Base Rent (Premises A)	\$282,159	\$296,267	\$311,080	\$326,634	\$342,966	\$360,114	\$378,120	\$397,025	\$416,877	\$437,721	\$3,549,000
Annual Base Rent (Premises B)	\$7,892	\$8,286	\$8,700	\$9,135	\$9,592	\$10,072	\$10,575	\$11,104	\$11,659	\$12,242	\$100,000
Combined Annual Base Rent ⁽¹⁾	\$290,050	\$304,553	\$319,780	\$335,769	\$352,558	\$370,186	\$388,695	\$408,130	\$428,536	\$449,963	\$3,649,000
Abated Base Rent (Premises A)	(\$55,714)	(\$58,499)	(\$61,424)	(\$64,495)	(\$67,720)	(\$71,106)	(\$74,662)	(\$78,395)	(\$82,314)	(\$86,430)	(\$701,000)
Adjusted Combined Annual Base Rent	\$234,337	\$246,053	\$258,356	\$271,274	\$284,838	\$299,079	\$314,033	\$329,735	\$346,222	\$363,533	\$2,947,000
Percentage Rent ⁽²⁾	\$46,408	\$48,728	\$51,165	\$53,723	\$56,409	\$59,230	\$62,191	\$65,301	\$68,566	\$71,994	\$584,000
Total Paid to Landlord	\$280,745	\$294,782	\$309,521	\$324,997	\$341,247	\$358,309	\$376,225	\$395,036	\$414,788	\$435,527	\$3,532,000
Estimated Utility Costs ⁽³⁾	\$7,429	\$7,429	\$7,429	\$7,429	\$7,429	\$7,429	\$7,429	\$7,429	\$7,429	\$7,429	\$75,000
Total Annual Lease Costs	\$288,174	\$302,211	\$316,950	\$332,426	\$348,676	\$365,738	\$383,654	\$402,465	\$422,217	\$442,956	\$3,606,000

Fire Lease Costs	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year	6 th Year	7 th Year	8 th Year	9 th Year	10 th Year	Total 10 Year Rental Costs
Annual Base Rent (Premises A)	\$234,357	\$246,075	\$258,379	\$271,298	\$284,863	\$299,106	\$314,061	\$329,764	\$346,253	\$363,565	\$2,946,000
Annual Base Rent (Premises B)	\$6,565	\$6,882	\$7,226	\$7,598	\$7,967	\$8,366	\$8,794	\$9,223	\$9,684	\$10,168	\$83,000
Combined Annual Base Rent ⁽¹⁾	\$240,912	\$252,958	\$265,606	\$278,886	\$292,830	\$307,472	\$322,845	\$338,988	\$355,937	\$373,734	\$3,031,000
Abated Base Rent (Premises A) ^a	(\$55,714)	(\$58,499)	(\$61,424)	(\$64,495)	(\$67,720)	(\$71,106)	(\$74,662)	(\$78,395)	(\$82,314)	(\$86,430)	(\$701,000)
Adjusted Combined Annual Base Rent	\$185,198	\$194,458	\$204,181	\$214,390	\$225,110	\$236,365	\$248,184	\$260,593	\$273,623	\$287,304	\$2,329,000
Percentage Rent ⁽²⁾	\$38,546	\$40,473	\$42,497	\$44,622	\$46,863	\$49,195	\$51,655	\$54,238	\$56,950	\$59,797	\$485,000
Total Paid to Landlord	\$223,744	\$234,932	\$246,678	\$259,012	\$271,963	\$285,561	\$299,839	\$314,831	\$330,572	\$347,101	\$2,815,000
Estimated Utility Costs ⁽⁴⁾	\$6,171	\$6,171	\$6,171	\$6,171	\$6,171	\$6,171	\$6,171	\$6,171	\$6,171	\$6,171	\$62,000
Total Annual Lease Costs	\$229,915	\$241,102	\$252,849	\$265,183	\$278,133	\$291,732	\$306,010	\$321,001	\$336,743	\$353,272	\$2,876,000

Footnotes
⁽¹⁾ The Base Rent calculations are based on the annual rental rate of \$43.80 for Premises A. This lease includes 480 square feet of space in the yard for storage containers at an annual cost of \$17,568. The Base Rent for both Premises is subject to a minimum 3 percent annual CPI increases, capped at 5 percent per annum.
⁽²⁾ The annual rent for the storage space portion of Premise A on the mezzanine level, consisting of approximately 2,544 square feet shall be abated for the entire period of the Extended Term.
⁽³⁾ The percentage rent is pursuant to the terms of the underlying Ground Lease with the County.
⁽⁴⁾ This amount is based on the average electric and gas costs over 12 months that are currently paid by the County directly to the provider, and subject to periodic rate increases.
***Calculation note: All numbers are rounded up to ensure sufficient funds available to pay the specified expense.**

COMPARISON OF THE PROPOSED AMENDMENT TO EXISTING LEASE

	Existing Lease: 13555 Fiji Way	Proposed Amendment 13555 Fiji Way	Change
Area (Square Feet)	11,180 sq. ft. (incl 480 sq. ft. yard space for Premises B)	14,821 sq. ft. (incl 480 sq. ft. yard space for Premises B)	+3,641 sq. ft ⁽¹⁾ .
Term (years)	Seven years	Ten years	+ 3 years
Annual Base Rent Premises A (Base rent includes <u>16</u> parking spaces)	\$353,272.80 (\$31.60 per sq. ft. annually)	\$628,136 (\$43.80 per sq. ft. annually)	+\$274,863.20
Annual Base Rent Premises B	\$14,572.80 (\$30.36 per sq. ft. annually)	\$17,568 (\$36.60 per sq. ft. annually)	+\$2,995.20
Combined Annual Base Rent	\$367,845.60	\$645,704	+\$277,858.40
Annual Rent Abatement ⁽²⁾	N/A	\$111,427	+\$111,427
Adjusted Combined Annual Base Rent (effective rate for combined space)	\$367,845.60 (\$32.90 per sq. ft.)	\$534,277 (\$36.05 per sq. ft.)	+\$166,431.40
Annual Percentage Rent	\$58,919.76 (12.5%)	\$103,313 (16%)	+\$44,393.24
Annual Parking Cost	\$0.00	\$0.00	None
Annual Total Costs payable to Landlord	\$426,765.36	\$637,589	+\$210,823.64
Utility Costs ⁽³⁾	\$16,539	\$16,539	None
Annual Total Costs	\$443,304.36	\$654,128	+\$210,823.64
Rental rate adjustment	Fixed 3 percent per annum	Annual 3 percent minimum CPI increase, capped at 5 percent per annum	Annual CPI capped at 5 percent per annum

⁽¹⁾ The increased square footage is a result of the mezzanine level constructed and used during the existing lease, and in this renewal a portion is now subject to rent.

⁽²⁾ The annual rent for the storage space portion of Premise A on the mezzanine level, consisting of approximately 2,544 square feet shall be abated for the entire period of the Extended Term.

⁽³⁾ Utility costs are subject to periodic utility rate increases and actual usage

**SHERIFF, FIRE, AND BEACHES AND HARBORS
SPACE SEARCH WITHIN MARINA DEL REY
13555 FIJI WAY, MARINA DEL REY**

LACO	Name	Address	Ownership Type	Gross Sq. Ft.	Vacant
T022	Beaches/Harbors Trailer #1	13483 Fiji Way, Marina del Rey, 90202	Owned	1,440	None
T034	Beaches/Harbors Trailer #2	13483 Fiji Way, Marina del Rey, 90202	Owned	1,440	None
T035	Beaches/Harbors Trailer #3	13483 Fiji Way, Marina del Rey, 90202	Owned	1,440	None
T036	Beaches/Harbors Trailer #4	13483 Fiji Way, Marina del Rey, 90202	Owned	1,040	None
T062	Beaches/Harbors – Trailer #5	13483 Fiji Way, Marina del Rey, 90202	Owned	880	None
T424	Beaches/Harbors Mobile Office Trailer (86051)	13483 Fiji Way, Marina del Rey, 90292	Owned	440	None
T425	Beaches/Harbors – Mobile Office Trailer (87022)	13483 Fiji Way, Marina del Rey, 90292	Owned	440	None
X006	Beaches/Harbors – Financial Services	13575 Mindanao Way, Marina del Rey, 90292	Owned	3,000	None
X020	Beaches/Harbors – Former Cove Building	13535 Mindanao Way Marina del Rey, 90292	Owned	9,276	None
X404	Sheriff – Marina Boat Maintenance Building (Dock 52)	13483 Fiji Way, Marina del Rey, 90292	Owned	1,461	None
X334	Library – Lloyd Taber – Marina Del Rey Library	4533 Admiralty Way, Marina del Rey, 90292	Owned	4,972	None
X528	Fire Station 110	4433 Admiralty Way, Marina del Rey, 90292	Owned	6,482	None
0426	Beaches/Harbors – Permits Building	4601 Lincoln Blvd, Marina del Rey, 90292	Owned	3,000	None
4093	Beaches/Harbors & Sheriff – Marina Del Rey Station	13851 Fiji Way, Marina del Rey, 90292	Owned	20,128	None
4835	Beaches/Harbors – Administration Building	13837 Fiji Way, Marina del Rey, 90292	Owned	14,127	None
31957	Beaches/Harbor – Boathouse	13640 Mindanao Way Marina del Rey, 90292	Owned	1,200	None

FACILITY LOCATION POLICY ANALYSIS

Proposed amendment: Amendment for the Sheriff, Fire and DBH – 13555 Fiji Way, Marina del Rey – 2nd District.

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

B. Determination of the Service Area – Existing lease at Marina del Rey

C. Apply Location Selection Criteria to Service Area Data

- Need for proximity to service area and population: Within Marina del Rey with access to the harbor.
- Need for proximity to existing County facilities: In close proximity to the County's operations at the Marina
- 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, i.e., bus service.
- Availability of affordable housing for County employees: N/A.
- Use of historic buildings: N/A
- Availability and compatibility of existing buildings: N/A
- Compatibility with local land use plans: The property is in the unincorporated area of Marina del Rey and the continued County use is consistent with its use and zoning for office, warehouse, shop, and yard space at this location.
- Estimated acquisition/construction and ongoing operational costs: The aggregate cost associated with the proposed amendment over the entire term is \$8,185,000.

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 \$55.80 and \$82.60 per square foot, per year. The effective base annual rental rate of \$36.05 per square foot, per year, for the proposed amendment represents a rate that is below the market range for the area. Further, relocation to a new building would require costly new tenant improvements and disrupt services, and any relocation away from the marina is not a viable option. 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 15 employees and space to repair and maintain watercraft and buoys 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.

**AMENDMENT NO. 1 TO LEASE AGREEMENT
13555 FIJI WAY, MARINA DEL REY, CALIFORNIA**

THIS AMENDMENT NO. 1 TO LEASE ("Amendment No. 1") is hereby made and entered into as of the 1st day of August, 2022 ("Amendment Effective Date"), by and between HARBOR REAL ESTATE LIMITED PARTNERSHIP, a Delaware limited partnership ("Landlord"), and COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant").

RECITALS

A. WHEREAS, the parties entered into that certain lease, executed on February 3, 2015 ("Lease"), for the Premises (as defined in the Lease) within an approximately 4.11 acre site located at 13555 Fiji Way, Marina Del Rey, which Premises the Lease describes as being (i) approximately 8,400 square feet of shop space within the approximately 17,333 square foot building at the site, (ii) approximately 2,300 square feet of warehouse space within such building, and (iii) approximately 480 square feet of yard space within which to place two 20 foot storage containers. Said Premises is depicted on Exhibit A to the Lease. A copy of the Lease is attached hereto and incorporated herein by this reference as Exhibit 1.

B. WHEREAS, the Lease had an initial term of seven (7) years. The initial term expired on February 28, 2022, and Tenant thereafter occupied the Premises pursuant to the provisions of Section 7 of the Lease. Landlord delivered a 90-day notice of termination of the Lease pursuant to Landlord's written notice to Tenant, dated February 25, 2022. By signing and delivering a fully executed copy of this Amendment No. 1 prior to August 1, 2022, same shall negate the termination of the Lease, and the parties thereby reinstate the Lease as amended hereby.

C. WHEREAS, Landlord and Tenant desire to amend the Lease on all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

AGREEMENTS

1. Definitions. Unless otherwise defined in this Amendment No. 1, each capitalized term used in this Amendment No. 1 has the meaning assigned to such term in the Lease. Unless otherwise indicated, all paragraph references in this Amendment No. 1 refer to paragraphs of the Lease.

2. Incorporation of Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

3. Amendment to Lease.

3.1 Section 1.1(c). Section 1.1(c) of the Lease shall be amended by deleting it in its entirety and replacing with a new Section 1.1(c) which shall read as follows:

"(c) Premises:

Premises A: Approximately 14,341 square feet of office, mezzanine, warehouse, storage, and shop space (Interior) as shown on Exhibit A attached hereto, and

Premises B: Approximately 480 square feet of yard space for Tenant's storage of two 20 foot containers (Yard) as shown on Exhibit A attached hereto."

3.2 Section 1.1(e). The Landlord and Tenant desire to extend the Term of the Lease from June 1, 2022 through July 31, 2032. Thus Section 1.1(e) of the Lease shall be amended by deleting it in its entirety and replacing with a new Section 1.1(e) which shall read as follows:

"(e) Term:

Commencing upon Tenant's Acceptance of the Premises as defined in Section 4(a) (the "Commencement Date"); and terminating July 31, 2032. 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 (i.e., from the Commencement Date through and including July 31, 2032) together with any additional Option Term for which an option has been validly exercised."

3.3 Section 1.1(j). Section 1.1(j) of the Lease shall be amended by deleting it in its entirety and replacing with a new Section 1.1(j) which shall read as follows:

"(j) Early Termination:

So long as Tenant is not then in default of this Lease (which default has continued after notice thereof and the lapsing of the applicable cure period), Tenant will have the right to terminate this Lease for any reason at any time after August 1, 2030, only by delivering written notice thereof to Landlord (the "Early Termination Notice"), which Early Termination Notice shall set forth the date of early termination, shall be irrevocable, unconditional and irreversible, and must be delivered to Landlord no earlier than August 1, 2028 and no later than February 1, 2029. The Early Termination Notice, to be effective, shall be executed by Tenant's Chief Executive Officer or his/her designee.

3.4 Intentionally Deleted.

3.5 Section 1.1(i). Section 1.1(i) of the Lease shall be amended by deleting it in its entirety and replacing with a new Section 1.1(i) which shall read as follows:

"(i) Basic Rent:

Premises A: \$52,344.65 per month commencing on August 1, 2022 (adjustable only as provided in Sections 5 hereof)

Premises B: \$1,464.00 per month commencing on August 1, 2022 (adjustable only as provided in Sections 5 hereof)

Premises A and B rent shall be combined in one initial monthly payment of \$53,808.65 (Basic Rent) commencing on August 1, 2022."

3.6 Section 5. Section 5 of the Lease shall be amended by deleting it in its entirety and replacing with a new Section 5 which shall read as follows:

"5. RENT. Tenant shall pay Landlord the Basic Rent stated in Section 1 during the Term hereof, in advance, without prior notice, demand, offset or deduction (except as otherwise expressly allowed under this Lease) prior to the first day of each month. The Basic Rent is the aggregate of the following amounts, and Tenant shall not have the right to pay Basic Rent for only Premises A or Premises B, separately. Basic Rent for any partial month shall be prorated in proportion to the number of days in such month. Basic Rent for the Term of the Lease is as follows:

*Premises A:

<u>Year</u>	<u>*Annual Base Rent</u>	<u>*Monthly Base Rent</u>
1	\$628,135.80 (\$43.80 per RSF)	\$52,344.65 (\$3.65 per RSF)

Premises B:

<u>Year</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
1	\$17,568.00 (\$36.60 per RSF)	\$1,464.00 (\$3.05 per RSF)

*The monthly Base Rent and Percentage Rent due for the storage space portion of Premises A on the mezzanine level, consisting of approximately 2,544 square feet, shall be abated for the entire period of the Extended Term, thereby reducing the square footage of Premises A subject to the monthly rent from 14,341 to 11,797 square feet. The total Base Rent comprised of Premises B rent and the adjusted rent for Premises A is as follows:

Premises A Base Rent (adjusted):

<u>Year</u>	<u>Annual Base Rent (adjusted)</u>	<u>Monthly Base Rent (adjusted):</u>
1	\$516,708.60	\$43,059.05

First Year Total Base Rent Premises B and Premises A (adjusted):

<u>Year</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
1	\$534,276.60	\$44,523.05

The Base Rent subject to annual increases based upon the CPI (as defined below), with a minimum increase of three percent (3%) per annum, compounded and cumulative, and a maximum of five percent (5%) per annum, compounded and cumulative. Such increases in Base Rent shall occur on each anniversary of August 1, 2022, throughout the Term (each an "Adjustment Date"). The term "CPI" shall mean the Consumer Price Index for all urban consumers, all items, for the Los Angeles, Anaheim, Riverside metropolitan areas (1982-1984 = 100), as published by the U.S. Department of Labor, Bureau of Labor Statistics. To calculate the increase in the CPI, the parties shall compare the CPI for the month that is two (2) months prior to the Adjustment Date, with the CPI for the same month one year earlier."

3.7 Section 6. Section 6 of the Lease shall be amended by deleting it in its entirety and replacing with a new Section 6 which shall read as follows:

"6. USES. Tenant may use and occupy the Premises for general office, boat repair, marine maintenance shop, and marine warehouse use. The County will be permitted to replace the initial tenant department with any County of Los Angeles Department or Division or associated agency at its sole discretion, except for (i) any "public facing" uses which may be related to Mental Health, Social Services, and/or Probationary services and/or (ii) any uses which may materially increase the number of daily visitors to the Building."

3.8 Section 23. Section 23 of the Lease shall be amended by deleting it in its entirety and replacing with a new Section 23 which shall read as follows:

"23. TENANT IMPROVEMENTS.

23.1 Code Compliance.

The Premises has met all applicable City, County, State and Federal building codes, regulations and ordinances required for the issuance of a Certificate of Occupancy.

23.2 Landlord Work.

Landlord, at its sole cost and expense, will complete the following scope of work promptly following the execution of the Lease (the "Landlord Work"):

- Use commercially reasonable efforts to replace or repair seals under all exterior facing doors and roll up doors to prevent water intrusion into the Warehouse areas.
- Install Plexiglas wall protectors in shop area to prevent scuff marks from tool belts in locations to be designated by Tenant per a mutually approved plan."

3.9 Intentionally Deleted.

3.10 Section 35. A new Section 35 shall be added to the Lease which shall read as follows:

"35. 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.). In the event Landlord does not post the appropriate signs, Tenant shall have the right to do so at its cost, in locations reasonably acceptable to Landlord, as Tenant's sole remedy."

3.11 Section 36. A new Section 36 shall be added to the Lease which shall read as follows:

"36. 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.

4. Estoppe! If this Amendment No. 1 is fully executed and delivered to the parties prior to August 1, 2022, then Landlord hereby represents and warrants that, to its current, actual knowledge, no event of default by Tenant under the Lease exists as of the date hereof, nor has any event occurred which, with the passage of time or the giving of notice, or both, would constitute an event of default by Tenant. However, in the event this Amendment No. 1 is not fully executed and delivered to the parties prior to August 1, 2022, then this Amendment No. 1 shall be of no force or effect whatsoever. The delivery of drafts of this Amendment No. 1 and the negotiation thereof shall not constitute an offer or acceptance and shall have no binding effect or waive or release any of Landlord's rights. Tenant hereby represents and warrants that, to its current, actual knowledge, no event of default by Landlord under the Lease exists as of the date hereof, nor has any event occurred which, with the passage of time or the giving of notice, or both, would constitute an event of default by Landlord.

5. Binding Agreement. This Amendment No. 1 constitutes the entire agreement between the parties hereto with respect to the transaction contemplated herein, and it supersedes all prior understandings or agreements between the parties relative to such Amendment No. 1. Each signatory of this Amendment No. 1 represents that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting.

6. Modifications. This Amendment No. 1 cannot be changed orally, and no agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such agreement is in writing and is signed by the parties against whom enforcement of any such change is sought.

7. Applicable Law. This Amendment No. 1 shall be governed by and construed in accordance with the laws of the State of California.

8. Execution and Counterparts. This Amendment No. 1 and any other document necessary for the consummation of the transaction contemplated by this Amendment No. 1 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 Amendment No. 1, 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 Amendment No. 1 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 Amendment No. 1 had been delivered had been signed using a handwritten signature. Tenant and Landlord (i) agree that an electronic signature, whether digital or encrypted, of a party to this Amendment No. 1 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 Amendment No. 1 based on the foregoing forms of signature. If this Amendment No. 1 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.

9. Severability. Wherever possible, each provision of this Amendment No. 1 shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Amendment No. 1 shall be prohibited by or invalid under applicable laws, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment No. 1.

10. Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action, whether prior or subsequent to the Amendment No. 1 Effective Date, as may be reasonably requested by the other party to consummate the transaction contemplated by this Amendment No. 1.

11. Full Force and Effect. Except as modified by this Amendment No. 1, all of the terms, conditions, agreements, covenants, representations, warranties and indemnities contained in the Lease remain in full force and effect. In the event of any conflict between the terms and conditions of this Amendment No. 1 and the terms and conditions of the Lease, the terms and conditions of this Amendment No. 1 shall prevail.

[Signature Page(s) Immediately Follow]

EXHIBIT 1

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

**DEPARTMENTS: BEACHES AND HARBOR, FIRE AND SHERIFF
LANDLORD: HARBOR REAL ESTATE LIMITED PARTNERSHIP, a Delaware
limited partnership**

**13555 Fiji Way
Marina Del Rey, California**

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COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE
LEASE AGREEMENT

THIS LEASE is entered into as of the 3rd day of February, 2014⁵ between HARBOR REAL ESTATE LIMITED PARTNERSHIP, a Delaware limited partnership ("Landlord"), and COUNTY OF LOS ANGELES, a body politic and corporate ("Tenant" or "County").

Landlord and Tenant agree:

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

1.1 Defined Terms Relating to the Lease:

(a) Landlord's Address for Notice: Harbor Real Estate Limited Partnership
13555 Fiji Way
Marina Del Rey, California 90292
Attention: Gregory F. Schem
Fax Number: (310) 821-0569

(b) Tenant's Address for Notice: Board of Supervisors
Kenneth Hahn Hall of Administration,
Room 383
500 West Temple Street
Los Angeles, California 90012
Fax Number: (213) _____

With a copy to:
Chief Executive Office
Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, California 90012
Attention: Director of Real Estate
Fax Number: (213) 217-4971

(c) Premises: Premises A (Shop): Approximately 8,400 square feet within the approximately 17,333 square foot Building (defined below) as shown on Exhibit A attached hereto.

Premises B (Warehouse): Approximately 2,300 square feet within the approximately 17,333 square foot Building (defined below) as shown on Exhibit A attached hereto.

Premises C (Yard): Approximately 480 square feet of yard space to place two 20 foot storage containers within the approximately 4.11 acre

- site (defined below) as shown on Exhibit A attached hereto.
- (d) Building: The building located at 13555 Fiji Way, Marina Del Rey which is located upon the real property described more particularly in Exhibit B attached hereto (the "Property");
- (e) Term: Commencing upon Tenant's Acceptance of the Premises as defined in Section 4(a) (the "Commencement Date"); and terminating February 28, 2022. 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 Option Term for which an option has been validly exercised.
- (f) Projected Commencement Date: March 1, 2015
- (g) Commencement Date: See Section 4(a)
- (h) Irrevocable Offer Expiration Date: February 1, 2015
- (i) Basic Rent:
 Premises A: \$18,900 per month (which is based upon a rental rate of \$2.25 per rentable square foot (adjustable only as provided in Sections 2(b) and 5 hereof.)
 Premises B: \$5,750 per month (which is based upon a rental rate of \$2.50 per rentable square foot (adjustable only as provided in Sections 2(b) and 5 hereof.)
 Premises C: \$960 per month (which is based upon a rental rate of \$2.00 per rentable square foot (adjustable only as provided in Sections 2(b) and 5 hereof.)
 Premises A, B and C rent shall be combined in one initial monthly payment of \$25,610 (Basic Rent).
- (j) Early Termination Notice Date: Not applicable
- (k) Rentable Square Feet in the Premises: Approximately 11,180 rentable square feet
- (l) Use: General office, boat repair, marine

maintenance shop, marine warehouse use.

- (m) Initial Departmental Use: Department of Beaches and Harbors, Fire and Sheriff
- (n) Parking Spaces: 16 unassigned parking spaces.
- (o) Normal Working Hours: 6am to 6pm seven days a week.
- (p) Asbestos Report: A Phase I environmental report dated April 9, 2013, prepared by AllWest Environmental, Inc.

1.2 Defined Terms Relating to Landlord's Work Letter:

- (a) Base Tenant Improvement Allowance: Not applicable
- (b) Tenant Improvement Allowance: \$1,200,000 (\$107.33 RSF)
- (c) Maximum Change Order Allowance: The cost of Change Orders approved in writing by Tenant.
- (d) Tenant Improvement Allowance Rate: 8% per annum
- (e) Basic Rent Reduction: N/A
- (f) Tenant's Work Letter Representative: Miguel Covarrubias or an assigned staff person of the Chief Executive Office-Real Estate Division.
- (g) Landlord's Work Letter Representative: Gregory F. Schem or an assigned representative of the Landlord.
- (h) Landlord's Address for Work Letter Notice: See Section 1.1(a)
- (i) Tenant's Address for Work Letter Notice: Board of Supervisors
Kenneth Hahn Hall of Administration,
Room 383
500 West Temple Street
Los Angeles, California 90012

With a copy to:
Chief Executive Office
Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, California 90012
Attention: Director of Real Estate
Fax Number: (213) 217-4971

1.3 Exhibits to Lease:

Exhibit A - Floor Plan of Premises
Exhibit B- Legal Description of Property
Exhibit C - Commencement Date
Memorandum and Confirmation of Lease
Terms
Exhibit D - HVAC Standards
Exhibit E - Cleaning and Maintenance
Schedule
Exhibit F–Tenant Estoppel Certificate
Exhibit G–Subordination, Non-disturbance and
Attornment Agreement
Exhibit H- Nondisturbance Agreement
Exhibit I- Request for Notice
Exhibit J-Community Business Enterprises
Form

1.4 Landlord's Work Letter:
(Executed concurrently with this Lease and
made a part hereof by this reference):

Landlord's Work Letter
Addendum A: Base Building Improvements
Addendum B: Tenant Improvements
Addendum C: Memorandum of Tenant
Improvements Costs

1.5 Supplemental Lease
Documents: (Delivered to
Landlord and made a part hereof by this
reference):

Document I: Subordination, Non-disturbance
and Attornment Agreement
Document II: Tenant Estoppel Certificate
Document III: Community Business
Enterprises Form
Document IV: Memorandum of Lease
Document V: Request for Notice

2. PREMISES. Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, upon the terms and conditions herein set forth, the Premises described in Section 1 and Exhibit A attached hereto. References to square footages in this Lease are approximations, and Landlord and Tenant have satisfied themselves with the square footages for the Premises and each portion thereof. Therefore, there shall not be any adjustments in the Basic Rent or other amounts hereunder if such square footages are not accurate.

3. COMMON AREAS. Tenant may use the following areas ("Common Areas") in common with Landlord and other tenants of the Building: the entrances, lobbies and other public areas of the Building, walkways, 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. The Common Areas do not include the boat yard work areas, and Tenant may only use such areas pursuant to a separate agreement with Landlord from time to time as such areas are available, subject to Tenant paying Landlord the then current lay day rates. Landlord shall have the right to modify the layout, nature and extent of the Common Areas and other portions of the Property (including, without limitation, removal of any areas currently part of the Common Areas, restriping, reconfiguring entrances, exits, sidewalks, parking and driving lanes, and/or constructing buildings, improvements and other structures thereon and/or installing and placing storage containers thereon) upon giving Tenant 90 days written notice, so long as there remains parking on the Property sufficient to satisfy applicable laws, and reasonable access

to and from the Premises by Tenant is not materially impeded during Tenant's business hours, unless due to an emergency or construction (in which case Landlord shall use commercially reasonable efforts to provide parking and access necessary for Tenant's use). Tenant shall comply with all reasonable, non-discriminatory rules and regulations regarding the use of the Common Areas established by Landlord from time to time.

4. COMMENCEMENT AND EXPIRATION DATES

(a) Term. The term of this Lease shall commence upon the Commencement Date and terminate on the Termination Date. Within 30 days of determining the Commencement Date, Landlord and Tenant shall acknowledge in writing the Commencement Date by executing the Commencement Date Memorandum and Confirmation of Lease Terms attached as Exhibit C. The Commencement Date shall begin upon Tenant's Acceptance of the Premises. The term "Tenant's Acceptance of the Premises" as used in this Lease shall mean the date upon which the Premises are Substantially Complete, Tenant has inspected the Premises and Tenant has accepted the Premises. The term "Substantially Complete" or "Substantial Completion" as used in this Lease shall mean compliance with all of the following: (1) the shell and core of the Building are complete and in compliance with all applicable laws and codes, and all of the building systems are operational to the extent necessary to service the Premises; (2) Landlord has sufficiently completed all the work required to be performed by Landlord in accordance with this Lease, including the installation of modular furniture systems, if so required (except minor punch list items which Landlord shall thereafter promptly complete), such that Tenant can conduct normal business operations from the Premises; (3) Landlord has obtained a certificate of occupancy for the Building, or a temporary certificate of occupancy for that portion of the Building that includes all of the Premises, or its equivalent; (4) Tenant has been provided with the number of parking privileges and spaces to which it is entitled under this Lease; and (5) if Landlord is responsible for the installation of telecommunication systems, then such systems shall be completely operational.

(b) Termination Right. If the Commencement Date has not occurred within two hundred seventy (270) days after the date on which Landlord receives all governmental permits and approvals required to enable the construction of the Base Building Improvements, Tenant Improvements and other alterations, additions and improvements required to be performed by Landlord under this Lease (sometimes collectively, the "Landlord's Work"), and the use of the Premises by Tenant, with conditions acceptable to Landlord and Tenant, subject to extension for Tenant Delays and Force Majeure Delays as provided in Landlord's Work Letter, which has been executed concurrently herewith, and provided that Landlord is not then diligently pursuing completion of the Landlord's Work, 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 obligations to one another hereunder. Moreover, if Landlord has not received all applicable governmental permits and approvals to commence Landlord's Work and the use of the Premises by Tenant, with conditions acceptable to Landlord, on or before March 15, 2015, then Landlord shall have the right to terminate this Lease by written notice thereof to Tenant.

(c) Early Possession. So long as same does not interfere with Landlord's performance and completion of the Landlord's Work, Tenant shall be entitled to possession of

the Premises not less than 30 days prior to the Commencement Date for the purpose of installing Tenant's furniture, fixtures and equipment in the Premises; provided, however, that Landlord shall have no liability or responsibility for loss or damage to Tenant's furniture, fixtures and equipment installed in the Premises during such early occupancy by Tenant. Subject to the foregoing, such early occupancy shall be subject to all provisions hereof but shall not advance the Termination Date, and Tenant shall not pay Basic Rent for such early occupancy period.

5. RENT. Tenant shall pay Landlord the Basic Rent stated in Section 1 during the Term hereof, in advance, without prior notice, demand, offset or deduction (except as otherwise expressly allowed under this Lease) prior to the first day of each month. The Basic Rent is the aggregate of the following amounts, and Tenant shall not have the right to pay Basic Rent for only Premises A, Premises B or Premises C, separately. Basic Rent for any partial month shall be prorated in proportion to the number of days in such month. Basic Rent for the Term of the Lease is as follows:

Premises A:
(8,400 rsf)

<u>Year</u>	<u>Rate/Square foot</u>	<u>Monthly</u>
1	\$2.25	\$18,900.00
2	\$2.32	\$19,488.00
3	\$2.39	\$20,076.00
4	\$2.46	\$20,664.00
5	\$2.53	\$21,252.00
6	\$2.61	\$21,924.00
7	\$2.69	\$22,596.00
8	\$2.77	\$23,268.00

Premises B:
(2,300 rsf)

<u>Year</u>	<u>Rate/Square foot</u>	<u>Monthly</u>
1	\$2.50	\$5,750.00
2	\$2.58	\$5,934.00
3	\$2.65	\$6,095.00
4	\$2.73	\$6,279.00
5	\$2.81	\$6,463.00
6	\$2.90	\$6,670.00
7	\$2.99	\$6,877.00
8	\$3.07	\$7,061.00

Premises C:
(480 rsf)

<u>Year</u>	<u>Rate/Square foot</u>	<u>Monthly</u>
1	\$2.00	\$ 960.00
2	\$2.12	\$1,017.60
3	\$2.19	\$1,051.20
4	\$2.25	\$1,080.00

5	\$2.32	\$1,113.60
6	\$2.39	\$1,147.20
7	\$2.46	\$1,214.40
8	\$2.53	\$1,070.40

6. USES. The Premises are to be used only for the uses set forth in Section 1 and for no other business or purpose without Landlord's prior written consent, which consent may be withheld in Landlord's sole and absolute discretion. Moreover, in no event shall Tenant use the Premises in violation of the use requirements of the Master Lease (as defined in Section 34 hereof) or for a use that is other than for marine purposes.

7. HOLDOVER. If Tenant remains in possession of the Premises or any part thereof after the expiration of the Term of this Lease, such occupancy shall be a tenancy which is terminable only upon 90 days written notice from Landlord or 30 days written notice from the Chief Executive Officer of Tenant at the last monthly Basic Rent payable under this Lease (as such Basic Rent may be adjusted from time to time in accordance with this Lease) plus all other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease.

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 without limitation, Titles II and III of the Americans with Disabilities Act, except to the extent such compliance is made necessary as a result of Tenant's particular use of or alterations or improvements to the Premises.

9. DAMAGE OR DESTRUCTION.

(a) Damage. In the event 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 (based on the reasonable estimate of Landlord's architect or contractor) to a complete architectural unit of the same condition and character that existed immediately prior to such casualty in less than 365 days (as extended for Tenant Delays and Force Majeure Delays), 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 untenable by fire or other casualty, Landlord shall immediately secure the area to minimize the risk of injury to persons and/or vandalism to the improvements. Landlord shall promptly, but in any event within 30 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 tenantable again using standard working methods. Basic Rent shall abate to the extent that the Premises are unusable by Tenant for reasons other than due to the fault of Tenant or its agents, employees or contractors. Tenant waives the provisions of California Civil Code Sections 1932(2) and 1933(4) with respect to any partial or total destruction of the Premises.

(b) Tenant Termination Right. In the event 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 365 days (as extended for Tenant Delays and Force Majeure Delays), then Tenant may terminate this Lease by giving written notice to Landlord within ten days after written notice from Landlord specifying such time period of repair. If this Lease shall be terminated by Tenant as aforesaid, Tenant shall pay Landlord for the unamortized cost incurred by Landlord (amortized over the term of the Lease) to construct the Landlord's Work (including, without limitation, the costs for design and architectural services, and the costs to obtain all governmental permits and approvals for the Landlord's Work), and the Basic Rent shall be abated from the date the Premises became untenable. In the event that Tenant does not elect to so terminate this Lease, Landlord shall promptly commence and diligently prosecute to completion the repairs to the Building or Premises.

(c) Damage In Last Year. Notwithstanding the foregoing provisions, if any material destruction to the Premises occurs during the last year of the Term, either Landlord or Tenant may terminate this Lease by giving notice to the other not more than 30 days after such destruction, in which case (a) Landlord shall have no obligation to restore the Premises, (b) Landlord may retain all insurance proceeds relating to such destruction, and (c) this Lease shall terminate as of the date which is 30 days after such written notice of termination.

(d) Default By Landlord. If Landlord is required to repair and restore the Premises as provided for in this Section and Landlord should fail to thereafter pursue said repair and restoration work with reasonable diligence to completion, Tenant shall have the rights granted Tenant under Section 14 hereof.

10. REPAIRS AND MAINTENANCE.

(a) Landlord Representations. Landlord represents to Tenant that as of the Commencement Date: (i) the Premises, the Building (including electrical, heating, ventilating and air conditioning ("HVAC"), mechanical, plumbing, gas and fire/life safety systems in the Building and similar building service systems), and all Common Areas other than the docks and restroom building servicing the docks and their occupants, comply with all current laws, codes, and ordinances, including the Americans With Disabilities Act; and will be in reasonably good working order and condition; (ii) the Building and Premises will comply with all covenants, conditions, restrictions and Landlord's insurance underwriter's requirements; (iii) the Premises, Building and Common Areas (other than the docks) are free of the presence of any Hazardous Materials (as hereinafter defined) that are in amounts or in a condition that would violate applicable Environmental Laws, other than as disclosed to Tenant prior to the date of this Lease; and (iv) Landlord has not received any uncured written notice from any governmental agency that the Building or the Premises are in violation of any law or regulation. Landlord represents, based upon a professional inspection of the Premises and the Building and the Asbestos Report, that to the current actual knowledge of Landlord, 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.

(b) Landlord Obligations. Except to the extent same are Tenant's obligation under Section 10(c) below, Landlord shall keep and maintain in good repair and working order

and promptly make repairs to and perform maintenance upon and replace as needed: (i) the structural elements of the Building, including without limitation, all permanent exterior and interior walls, floors and ceilings, roof, concealed plumbing, stairways, and concealed electrical systems; (ii) mechanical (including HVAC), electrical, plumbing and fire/life safety systems serving the Building; (iii) the Common Areas; and (iv) exterior windows of the Building. Landlord, at its sole cost and expense, shall also perform all maintenance and repairs to the Premises in order to keep the Premises in good condition and repair, reasonable wear and tear excepted.

(c) Tenant Obligations. Tenant shall, at Tenant's sole expense, be responsible for the cost of repairing any area damaged by Tenant or Tenant's agents, employees, invitees and visitors, janitorial service at the Premises, the repair of low voltage electronic, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Tenant, replacing the HVAC system filters) and the maintenance and repair of improvements and modular furniture made or installed by or for the exclusive benefit of Tenant (even if initially installed or paid for by Landlord). All repairs and replacements by Landlord shall: (a) be at least equal in quality, value and utility to the original work or installation; and (b) be in accordance with all laws.

(d) Tenant's Right to Repair. 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 (other than a casualty or condemnation, which are covered by Sections 9 and 17 hereof) which requires the action of Landlord with respect to repair and/or maintenance that is Landlord's obligation under this Lease, and Landlord fails to provide such action within 30 days after Landlord has received such written notice from Tenant, then Tenant may proceed to take the required action; provided, however, that if the action of Landlord would reasonably require more than 30 days to perform, then, so long as Landlord commences such action within such 30 day period and is thereafter diligently proceeding in connection with such action, such 30 day period shall be extended for such time as is reasonably required for Landlord to so perform. Notwithstanding the immediately preceding sentence, 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, if Landlord is not then diligently proceeding with such action, the 30 day prior written notice described above shall not be required, and only such notice (verbal or written) as shall be reasonable under the circumstances shall be required to be given by Tenant to Landlord before Tenant shall have the right to take such action, and if Tenant so elects to take such action in those circumstances, 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 30 days, Tenant shall be entitled to deduct from Basic Rent payable by Tenant under this Lease the amount of reasonable costs and expenses paid for by Tenant as set forth in its invoice for such work that is delivered to Landlord. The remedies provided in this Section are in addition to the remedies provided in Section 14.

11. SERVICES AND UTILITIES. Landlord shall furnish the following services and utilities to the Premises:

(a) Heating, Ventilation and Air Conditioning. Landlord shall furnish heating, ventilation and air conditioning ("HVAC"), during Normal Working Hours in amounts required

for the use and occupancy of the Premises for normal office and repair shop purposes to a standard comparable to other buildings with similar uses.

(b) Electricity. Landlord shall furnish to the Premises the amount of electric current provided for in the Working Drawings (if applicable). Tenant agrees to pay when due all electrical charges for Premises A and B. If such electrical charges are separately metered, Tenant may pay for such electrical charges directly to the utility company; however, if the electrical charges are jointly metered, then Landlord shall install a submeter and Tenant shall pay Landlord for the electrical charges for the Premises as measured by such submeter, within ten days following written notice by Landlord to Tenant of the charges, together with the measurement of electrical usage under the submeter.

(c) Elevators. Not applicable.

(d) Water. Landlord shall make available water for normal lavatory and potable water meeting all applicable governmental standards for drinking purposes in the Premises.

(e) Janitorial. Tenant is responsible for its own janitorial service.

(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.

12. LANDLORD ACCESS. Tenant shall permit Landlord and its agents to enter the Premises upon prior written notice for the purpose of inspecting the Premises for any reasonable purpose and for performing any maintenance, repairs, replacements, alterations, improvements and/or other obligations of Landlord under this Lease or for which Landlord has the right to perform under this Lease. If Landlord temporarily closes any portion of the Building or Premises, Basic Rent shall be abated based upon the percentage of the Premises rendered untenable 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.

13. TENANT DEFAULT.

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

(i) The failure by Tenant to make any payment of Basic 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 if the failure continues for a period of ten days after written notice to Tenant;

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

(b) Termination. Tenant agrees that if a Tenant Default should occur and should not be cured within the applicable time periods set forth above, it shall be lawful for Landlord to terminate this Lease upon the giving of written notice to Tenant. Landlord, at any time after a Tenant Default, may cure the default at Tenant's cost. If Landlord at any time, by reason of a Tenant Default, incurs any costs, including, without limitation, attorneys' fees and/or costs to cure any defaults of Tenant, the costs so incurred by Landlord shall be immediately due and payable from Tenant to Landlord. In addition thereto, Landlord shall have such other rights and remedies as may be provided by law or in equity.

(c) 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, all of which shall survive the termination of this Lease.

14. LANDLORD DEFAULT.

(a) Remedies. In addition to the provisions for Landlord's default provided by Sections 9(d), 10(d), 19 and 20(b), 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 30 days after Landlord's receipt of written notice with respect thereto by Tenant (which notice shall be, if appropriate, the same notice given under Section 10(d)); provided, however, that if the nature of the Landlord Default is such that the same cannot reasonably be cured within such 30 day period, Landlord shall not be deemed to be in Landlord Default if Landlord shall within such period commence such cure and thereafter diligently prosecute the same to completion. If the Landlord Default is of such a nature that it materially and substantially interferes with Tenant's occupancy and use of the Premises and if such Landlord Default is not cured within the foregoing cure period, then Tenant shall have the right, at its option, with or without further notice or demand of any kind to Landlord or any other person, to any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein: (i) to remedy such default or breach and deduct the reasonable costs thereof, as evidenced by reasonable supporting documentation of such costs as previously delivered to Landlord (including but not limited to reasonable attorneys' fees) plus interest at the rate of ten (10%) per annum from the installments of Basic Rent next falling due; (ii) to pursue the remedy of specific performance; (iii) to seek money damages for loss arising from Landlord's failure to discharge its obligations under this Lease or offset such damages against Basic Rent next coming due; and/or (iv) to terminate this Lease by written notice thereof to Landlord.

(b) 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.

(c) Emergency. Notwithstanding the foregoing cure period, Tenant may cure any default without notice 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.

15. ASSIGNMENT AND SUBLETTING. Tenant shall not have the right to assign, mortgage, encumber or otherwise transfer this Lease or sublet the whole or any part of the Premises unless Tenant first obtains Landlord's prior written consent, which consent may be withheld by Landlord in its sole and absolute discretion. However, no such assignment, subletting or other transfer shall relieve Tenant of any liability under this Lease without Landlord's prior written consent to the relieving of such liability of Tenant, which consent may be withheld by Landlord in its sole and absolute discretion.

16. ALTERATIONS AND ADDITIONS.

(a) Landlord Consent. Tenant shall not make any structural alterations, improvements, additions, or utility installations in or about the Premises (collectively, "Alterations") without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. However, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria: (1) complies with all Laws; (2) is not visible from the exterior of the Premises or Building; (3) will not materially affect the systems or structure of the Building; and (4) does not unreasonably interfere with the normal and customary operations of other tenants in the Building. If Landlord fails to respond in writing within 30 days of such request, Landlord shall be deemed to approve the Alterations.

(b) 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.

17. CONDEMNATION.

(a) 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.

(b) 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").

(c) Partial Taking. If any portion, but not all, of the Premises is taken by Condemnation, this Lease shall remain in effect, except that Tenant may elect to terminate this Lease if, in Tenant's reasonable judgment, the remaining portion of the Premises (including the space available for parking) is rendered unsuitable for Tenant's continued use of the Premises. If Tenant elects to so terminate this Lease, Tenant must exercise its right to terminate by giving notice to Landlord within 30 days after the date that the nature and the extent of the Condemnation have been determined (the "Determination Date"), which notice shall set forth the

date of termination. Such termination date shall not be earlier than 30 days nor later than 90 days after Tenant has notified Landlord of its election to terminate; except that this Lease shall terminate on the Date of Taking if the Date of Taking falls on a date before the date of termination as designated by Tenant. If Tenant does not so notify Landlord within 30 days after the Determination Date, all obligations of Tenant under this Lease shall remain in effect, except that Basic Rent shall be equitably abated.

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

(e) Award. The Award (as defined below) shall be divided between Landlord and Tenant as their respective interests may appear, except that Landlord shall be entitled to the entire amount of the so-called "lease bonus value" and the value attributable to the Landlord's Work. "Award" shall mean all compensation, sums or anything of value awarded, paid or received on a total or partial Condemnation of the Premises.

(f) 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.

18. INDEMNIFICATION.

(a) Tenant's Indemnity. Tenant shall indemnify, defend and hold Landlord harmless from and against all liability, loss, cost and expense, including attorneys' fees, arising out of or as a result of: (i) the use of the Premises by Tenant or its agents, employees, contractors, or invitees, (ii) any negligent act, omission or willful misconduct of Tenant or its agents, employees, contractors or invitees, or (iii) arising from any breach or default under this Lease by Tenant. The foregoing provisions shall not be construed to make Tenant responsible for loss, damage, liability or expense to the extent of the negligence or willful misconduct of Landlord, or its agents, employees or contractors. Nothing in this Lease shall be construed to waive, limit, or supersede any of Tenant's rights or immunities under the California Labor Code, including but not limited to a waiver pursuant to section 3864 of the Labor Code.

(b) Landlord's Indemnity. Landlord shall indemnify, defend and hold Tenant harmless from and against all liability, loss, cost and expense, including attorneys' fees, arising out of or as a result of: (i) any negligent act, omission or willful misconduct of Landlord, or its agents, employees or contractors, or (ii) arising from any breach or default under this Lease by Landlord. The foregoing provisions shall not be construed to make Landlord responsible for loss, damage, liability or expense to the extent of the negligence or willful misconduct of Tenant or its agents, employees or contractors.

19. INSURANCE.

(a) Landlord's Insurance. During the term of this Lease, Landlord shall maintain the following insurance:

(i) Commercial property insurance which shall (1) cover damage to Landlord's property, including improvements and betterments, from perils covered by the causes-of-loss special form (ISO form CP 10 30, or equivalent), and include ordinance or law coverage (and coverage against acts of terrorism to the extent such coverage is reasonably available and priced at commercially reasonable rates); and (2) be written full replacement cost of the property, with a deductible of no greater than 5% of the property value. Landlord shall carry insurance on any furniture and furnishings that are part of the Tenant Improvements that will become the property of Tenant at the expiration of the Term and on all modular furniture installed in the Premises as part of the Tenant Improvements. Insurance proceeds of Landlord's insurance shall be payable to Landlord and not to Tenant.

(ii) General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following: (1) per occurrence and general aggregate amount of \$5,000,000; (2) products/completed operations aggregate of \$2,000,000; and (3) personal and advertising injury of \$1,000,000. This requirement can be satisfied with a combination of primary and excess policies.

(iii) Failure by Landlord to maintain the insurance required by this Section and deliver evidence thereof as required by this Lease or to use any insurance proceeds to timely repair and restore the Premises shall allow Tenant to enforce its rights as provided in Section 14 hereof.

(b) Insurance Requirements. All insurance policies required to be maintained by Landlord under this Lease shall be issued by insurance companies which have a Best's Rating of "AVII" or better and which are qualified to do business in the State of California. All liability and property damage and other casualty policies of Landlord shall be written as primary policies, not contributing with, and not in excess of coverage which Tenant may carry.

(c) Certificates. Landlord shall deliver to Tenant on the Commencement Date of this Lease and annually thereafter prior to expiration of any insurance required to be carried hereunder, certificates of insurance evidencing this coverage with limits not less than those specified above. Certificates shall include the address of the leased premises and must document that each party has named the other as an additional insured (or its equivalent) on its general liability insurance policy. Further, all certificates or insurance endorsements shall expressly provide that no less than 30 days' prior written notice shall be given to Tenant in the event of material change to, expiration or cancellation of the coverages or policies evidenced by the certificates or contained in the insurance policies.

(d) Waiver of Subrogation. Landlord and Tenant each hereby waive its rights against one another to the extent such claims are covered by the property insurance policies required to be carried hereunder or by self-insurance allowed hereunder. Landlord and Tenant each shall cause its insurance carriers to consent to the waiver of rights of subrogation against the other party.

(e) Tenant's Insurance/Self-Insurance. Tenant shall obtain commercial property insurance for perils covered by the causes-of-loss special form (ISO form CP 10 30, or

equivalent) on the alterations, additions and improvements by Tenant at the Premises and the personal property of Tenant at the Premises (except those alterations, additions, improvements and personal property constituting Tenant Improvements, since those are to be insured by Landlord under Section 19(a)(i) above), all at replacement cost or Tenant shall self-insure for such coverage by delivery of written notice thereof to Landlord. If Tenant elects to self-insure, Tenant shall provide Landlord with indemnity, defense and payments with respect to claims that would otherwise be covered by the insurance required hereunder in the same manner and with the same protections and rights of Landlord as an insurer would be required to provide.

20. PARKING.

(a) Tenant's Rights. Tenant shall have the right to the number of parking stalls set forth in Section 1.1(n) above within the Common Areas, on a non-exclusive, first-come, first-served basis, without charge for the Term of this Lease. Tenant shall be entitled to full in/out privileges. Tenant's parking rights shall be subject to reasonable parking rules and regulations adopted by Landlord from time to time, provided that such procedures shall be uniformly applied to all tenants. No cars, trucks or trailers shall be parked by Tenant or its agents, employees, contractors or invitees within the Common Areas, except within designated parking stalls. Tenant acknowledges that the parking in the Common Areas is 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 Landlord, Tenant and other tenants, occupants, licensees, invitees and permittees of the Property.

(b) Remedies. Landlord acknowledges that Tenant may enforce its rights under Section 14 hereof in the event Landlord fails to allow Tenant the parking rights available to Tenant under this Lease.

21. ENVIRONMENTAL MATTERS

(a) Hazardous Materials. Tenant and Landlord may cause or permit 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 by their employees, agents, customers, visitors, invitees, licensees, contractors, assignees or subtenants, to the extent consistent with applicable Environmental Laws (and, to the extent Tenant or those taking under Tenant are doing so pursuant to a use allowed by this Lease). Tenant and Landlord use or store Hazardous Materials on the Premises as part of their daily Boatwright shop and boat repairs operations including but not limited to solvents, lubricants, fuel including other petroleum based products or 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, Landlord, the Premises, the Building or the Common Areas.

(b) 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, fine, 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 if brought there by Landlord and not exacerbated 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 enable Tenant to enforce its rights under Section 14 hereof. Nothing herein shall act to limit or reduce Landlord's rights and obligations under the Master Lease with respect to Hazardous Materials.

(c) Tenant Indemnity. Tenant shall indemnify, protect, defend (by counsel acceptable to Landlord) and hold harmless Landlord from and against any and all claims, judgments, causes of action, damage, penalties, fine, 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 if brought there by Tenant and not exacerbated by Landlord. 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. Tenant shall promptly deliver to Landlord 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. Tenant's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Lease. A default by Tenant under this Section shall enable Landlord to enforce its rights under Section 13 hereof. Nothing herein shall act to limit or reduce Tenant's rights and obligations under the Master Lease with respect to Hazardous Materials.

22. ESTOPPEL CERTIFICATES. Tenant shall, within 30 days after written request of Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement in the form of Document II in the Supplemental Lease Documents delivered to Landlord concurrently herewith (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 or holder of any mortgage upon Landlord's interest in the Premises.

23. TENANT IMPROVEMENTS Prior to the Commencement Date, Landlord shall construct the Tenant Improvements in the manner set forth in the Landlord's Work Letter executed by Landlord and Tenant concurrently herewith.

24. 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.

25. SUBORDINATION AND MORTGAGES

(a) 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 Document I in the Supplemental Lease Documents delivered to Landlord concurrently herewith 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 which may be included herein.

(b) 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 Document I in the Supplemental Lease Documents delivered to Landlord concurrently herewith within 30 days after the execution of this Lease.

(c) Request for Notice. Landlord acknowledges that Tenant intends to record a Request for Notice with respect to any mortgages or deeds of trust affecting the Property in the form of Document V in the Supplemental Lease Documents delivered to Landlord concurrently herewith.

(d) 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 requesting any such notice with reference to this Section, Tenant agrees to use its best efforts (but without liability for failure to do so) to give such mortgagee a copy of any notice of default served upon Landlord hereunder, and Tenant agrees that it shall not have the right to terminate this Lease until after Tenant has delivered to Landlord's mortgagee written notice of Tenant's intent to terminate this Lease, if any event or default has occurred that would otherwise give Tenant the right to terminate this Lease, and allowed such mortgagee the same time to cure as is allowed Landlord hereunder, which time shall not commence as to such mortgagee until it has received such notice from Tenant; provided, however, that if such mortgagee is required to gain possession of the Property in order to cure same, then the mortgagee shall have such additional time as is reasonably necessary to gain possession of the Premises before such time period shall begin.

26. 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).

27. SIGNAGE. Tenant shall be permitted to install at the Premises reasonably appropriate signs that conform with any and all applicable laws and ordinances, subject to Landlord's right to retain the existing signage (or replace same) and also subject to Tenant obtaining the approval of the Marina del Rey Design Review Board, to the extent required by law or desired by Tenant.

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

29. GENERAL

(a) 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.

(b) 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, subject to the limitations upon Tenant's right to assign as contained in this Lease.

(c) 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.

(d) Entire Agreement. This Lease (and the Landlord's Work Letter and Supplemental Lease Documents) 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.

(e) 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.

(f) Notices. All notices and communications to any party hereunder shall be in writing and shall be deemed properly given if delivered personally, sent by registered or certified mail, postage prepaid, or by a recognized overnight commercial messenger providing proof of delivery, facsimile (electronically confirmed) to Landlord's Address for Notice and Tenant's Address for Notice as set forth in Section 1. Any notice so given shall be deemed to have been given as of the date of delivery (whether accepted or refused) established by U.S. Post Office return receipt, the overnight carrier's proof of delivery or ~~electronic confirmation of a facsimile~~, as the case may be. Any such notice not so given shall be deemed given upon receipt of the same by the party to whom the same is to be given.

(g) Governing Law and Forum. 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.

(h) 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.

(i) Time of Essence. Time is of the essence for the performance of all of the obligations specified hereunder.

(j) Consent. Whenever any consent is required by Landlord or Tenant hereunder, such consent shall not be unreasonably withheld, conditioned or delayed unless a different standard is expressly set forth in this Lease. And, unless otherwise specifically provided herein, any consent requested by either party hereunder shall be deemed granted if not refused within thirty (30) days after written request is made therefor, together with all necessary information.

(k) Community Business Enterprises. Landlord shall complete and deliver to Tenant concurrently with the execution hereof a Community Business Enterprises form set forth as Document III in the Supplemental Lease Documents delivered to Landlord concurrently herewith.

(l) Memorandum of Lease. If requested by Tenant, Landlord and Tenant shall execute and acknowledge a Memorandum of Lease in the form of Document IV in the Supplemental Lease Documents delivered to Landlord concurrently herewith, which Memorandum may be recorded by Tenant in the Official Records of Los Angeles County. Upon termination of this Lease, Tenant shall execute a reasonable instrument, in recordable form, terminating the Memorandum of Lease of record.

(m) No Merger. The fact that County is both the landlord under the Master Lease and the tenant under this Lease shall not cause a merger of the Master Lease and this Lease.

(n) Interest. In any situation where Tenant has failed to pay any sum pursuant to this Lease, such sums shall be due and payable within five days after Tenant's receipt of written demand, together with interest at the Applicable Rate (as that term is defined in the Master Lease) from the date such sum was due until the time payment is received by Landlord.

(o) Attorneys' Fees. In the event of any action or proceeding arising out of or in connection with this Lease, whether or not pursued to judgment, the prevailing party shall be entitled, in addition to all other relief, to recover its costs and reasonable attorneys' fees, including without limitation reasonable attorneys' fees for County Counsel's services where County is represented by the County Counsel and is the prevailing party, and also including all fees, costs and expenses incurred in executing, perfecting, enforcing and collecting any judgment.

30. AUTHORITY. Only the Board of Supervisors has the authority, by formally approving and/or executing this Lease, to bind the County to the terms included herein. Each individual executing this Lease on behalf of Tenant represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Tenant, and that this Lease is binding upon Tenant in accordance with its terms. Landlord understands that no material terms of this Lease may be altered or deleted, nor may any new material terms be added to this Lease, without the express written approval of the Board of Supervisors, either through an amendment to the Lease or by other formal board action. No County officer, employee, agent or independent contractor has any authority to alter, add or delete the material terms of this Lease and Landlord may not rely upon any representations to the contrary. This limitation of authority applies to all

material terms of the Lease including, without limitation, any monetary ceiling established for Tenant Improvements or other project costs of Landlord which are subject to reimbursement by County. County shall not reimburse Landlord for any expenses which exceed this ceiling. Notwithstanding the foregoing, the Chief Executive Officer of the County or its delegate (the "Chief Executive Officer") may take any administrative act on behalf of Tenant hereunder which does not have the effect of increasing Basic Rent or other financial obligations of Tenant under this Lease, including without limitation, granting any approvals, 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.

31. ACKNOWLEDGMENT BY LANDLORD. Landlord acknowledges that it is aware of the following provisions:

(a) 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.

(b) Solicitation of Consideration. It is improper for any County officer, employee or agent to solicit consideration in any form from a landlord with the implication, suggestion or statement that the landlord's provision of the consideration may secure more favorable treatment for the landlord in the award of the Lease or that landlord's failure to provide such consideration may negatively affect the County's consideration of the landlord's offer to lease. A landlord shall not offer or give, either directly or through an intermediary, consideration in any form to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Lease.

Landlord shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline. Failure to report such solicitation may result in the landlord's submission being eliminated from consideration.

(c) Landlord Assignment.

(i) 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), and Landlord may execute any and all instruments providing for the payment of Basic Rent directly to an assignee or transferee.

(ii) 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, is hereinafter referred to as a "Security Agreement."

(iii) In the event of an assignment or transfer of Landlord's interest in this Lease, Landlord agrees that it will comply with Section 5951 of the California Government

Code, and Landlord shall indemnify, defend and hold County and its officers, agents and employees harmless from and against all claims and liability alleged to arise from the inaccuracy or incompleteness of any information furnished by Landlord in violation thereof.

(iv) Landlord shall give the County notice and a copy of each Security Agreement and any other instrument relating thereto (including, but not limited to, instruments providing for the payment of Basic Rent directly to an assignee or transferee) promptly following the effective date thereof.

(v) Landlord shall not furnish any confidential information concerning County that is prepared by the County for its internal purposes (including, but not limited to, offering memoranda, financial statements, economic and demographic information, and legal opinions rendered by the office of counsel for the County) that are marked confidential when provided to Landlord, any positions taken by the County in the negotiations of the specific terms of this Lease, or the resulting specific terms of this Lease, except to accountants, attorneys, lenders, brokers and others Landlord reasonably determines should know in connection with the operation, financing, sale or other aspects of ownership of the Property; provided, however, that any such confidential information may be disclosed by Landlord if required by law or subpoena or is in the public domain without fault of Landlord.

(vi) 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.

(vi) In the event of an assignment or transfer of this Lease by Landlord, Landlord shall be released of all liabilities and obligations thereafter accruing under this Lease.

32. IRREVOCABLE OFFER. In consideration for the time and expense that Tenant will invest, 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 in reliance on Landlord's agreement to lease the Premises to Tenant under the terms of this Lease and so long as Tenant is diligently pursuing all reviews, approvals, plans and permits required in connection with 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.

33. SUBLEASE AGREEMENT. It is understood and recognized that this Lease constitutes a sublease to that commercial master lease entitled "Master Lease Agreement between Harbor Real Estate Limited Partnership, a Delaware limited partnership, and County of Los Angeles," entered into between Harbor Real Estate Limited Partnership, a Delaware limited partnership and County dated as of March 1, 1962 and subsequent 14 amendments (the "Master Lease"), and that any references to "Lease," "Landlord," or "Tenant" herein shall mean sublease, sublandlord and subtenant with respect to the Master Lease. The rights of Tenant herein shall be subject in all respects to the terms of, and the rights of, Landlord as set forth in the Master Lease. Except as otherwise expressly provided in this Sublease, the covenants, agreements, terms, provisions and conditions of the Master Lease to which this Lease is subject are made a part of and incorporated into this Sublease as if recited herein in full. Notwithstanding anything to the contrary set forth in this Sublease, as between the parties hereto only, in the event of conflict between the terms of the Master Lease and the terms of this Sublease, the terms of this Sublease shall control; provided, however, that in the event the observance or performance by either party to the terms herein would result in a breach of the terms of the Master Lease, the subject terms of

the Sublease shall be invalid and unenforceable and the corresponding terms of the Master Lease shall control.

34. PERCENTAGE RENT. Tenant agrees to pay Landlord, in addition to any and all amounts owing by Tenant to Landlord under this Lease, any and all amounts of percentage rent and other amounts owing by Landlord to its landlord under the Master Lease (collectively, the "Percentage Rent") as and when Landlord is required to pay same under the Master Lease, whether such Percentage Rent is arising out of or relating to this Lease, the operations of Tenant's business at the Premises, the revenues of Tenant's business (or the business of others operating under Tenant) at the Premises, the payments made or required to be made by Tenant under this Lease, or otherwise.

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

LANDLORD:


HARBOR REAL ESTATE LIMITED PARTNERSHIP, a Delaware limited partnership

By: Vappareto Corp., an Illinois corporation, Its General Partner

By: 
Gregory F. Schem, President

TENANT:

COUNTY OF LOS ANGELES
a body politic and corporate

By: 
Name: MICHAEL D. ANTONOVICH
Mayor, Board of Supervisors


ATTEST:

PATRICK OGAWA
Acting Executive Officer - Clerk
of the Board of Supervisors

By: 
Deputy FEB 03 2015



APPROVED AS TO FORM:
MARK J. SALADINO
County Counsel

By: 
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

14

FEB 03 2015

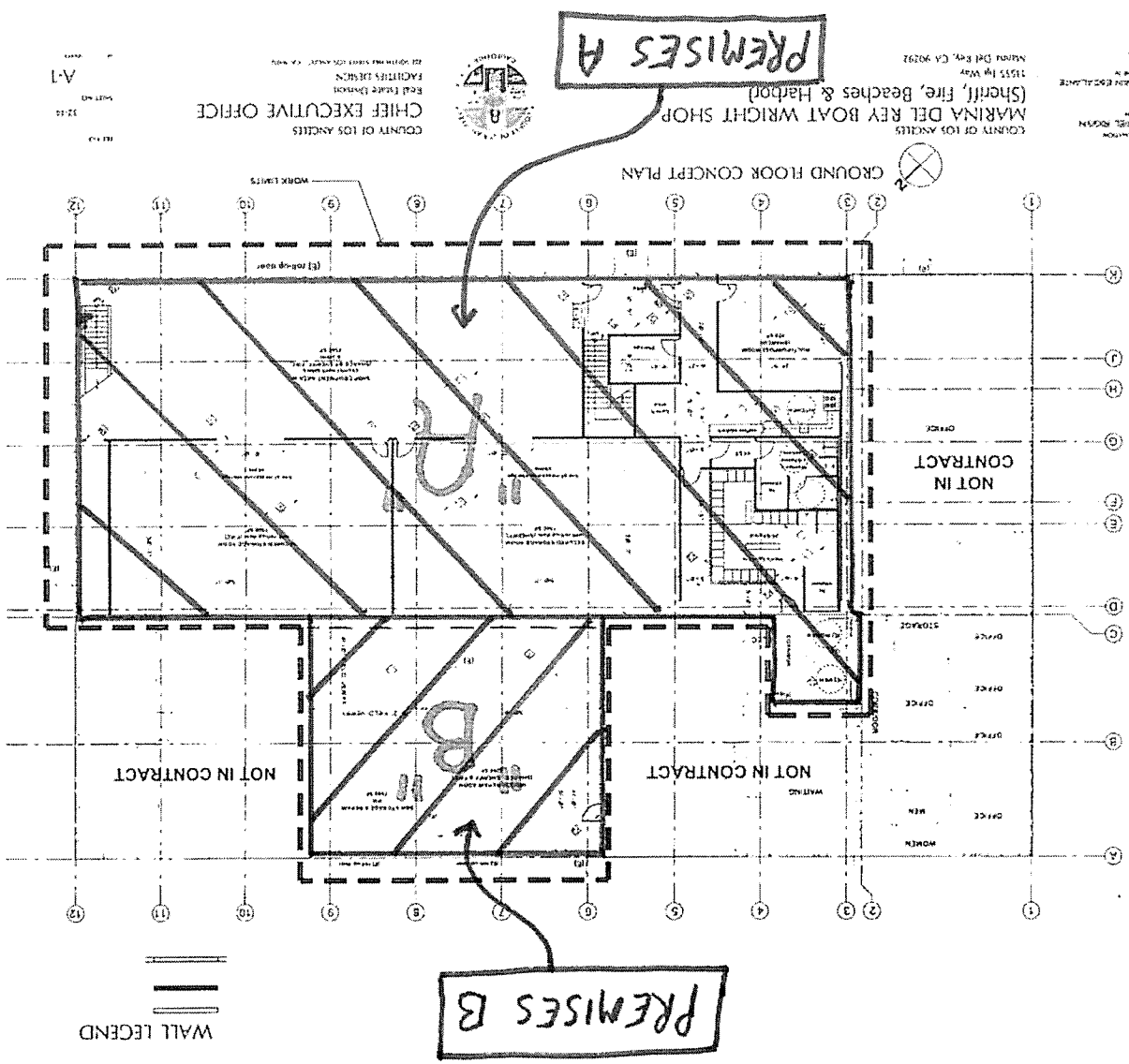

PATRICK OGAWA
ACTING EXECUTIVE OFFICER

EXHIBIT A
FLOOR PLAN OF PREMISES
[SEE ATTACHED TWO PAGES]

1. NORTH
 2. EAST
 3. SOUTH
 4. WEST
 5. NORTH
 6. EAST
 7. SOUTH
 8. WEST
 9. NORTH
 10. EAST
 11. SOUTH
 12. WEST

1. NORTH
 2. EAST
 3. SOUTH
 4. WEST
 5. NORTH
 6. EAST
 7. SOUTH
 8. WEST
 9. NORTH
 10. EAST
 11. SOUTH
 12. WEST

EXHIBIT A Page 1 of 2



COUNTY OF LOS ANGELES
 MARINA DEL REY BOAT WRIGHT SHOP
 (Sheriff, Fire, Beaches & Harbor)
 1555 1st Way
 Marina Del Rey, CA 90292



A-1
 12-11

WALL LEGEND
 ————
 ————
 ————

PROJECT DIRECTORY

ARCHITECT
PAC DESIGN
1415 CORTA AVENUE
LOS ANGELES CA 90015-1115
FAX (310) 469-0511
ARCHITECT FAX (310) 469-0511
PHONE (310) 472-7777 FAX (310) 472-7777

ESTIMATED SITE WORK TABULATIONS

[illegible]

PROJECT DATA

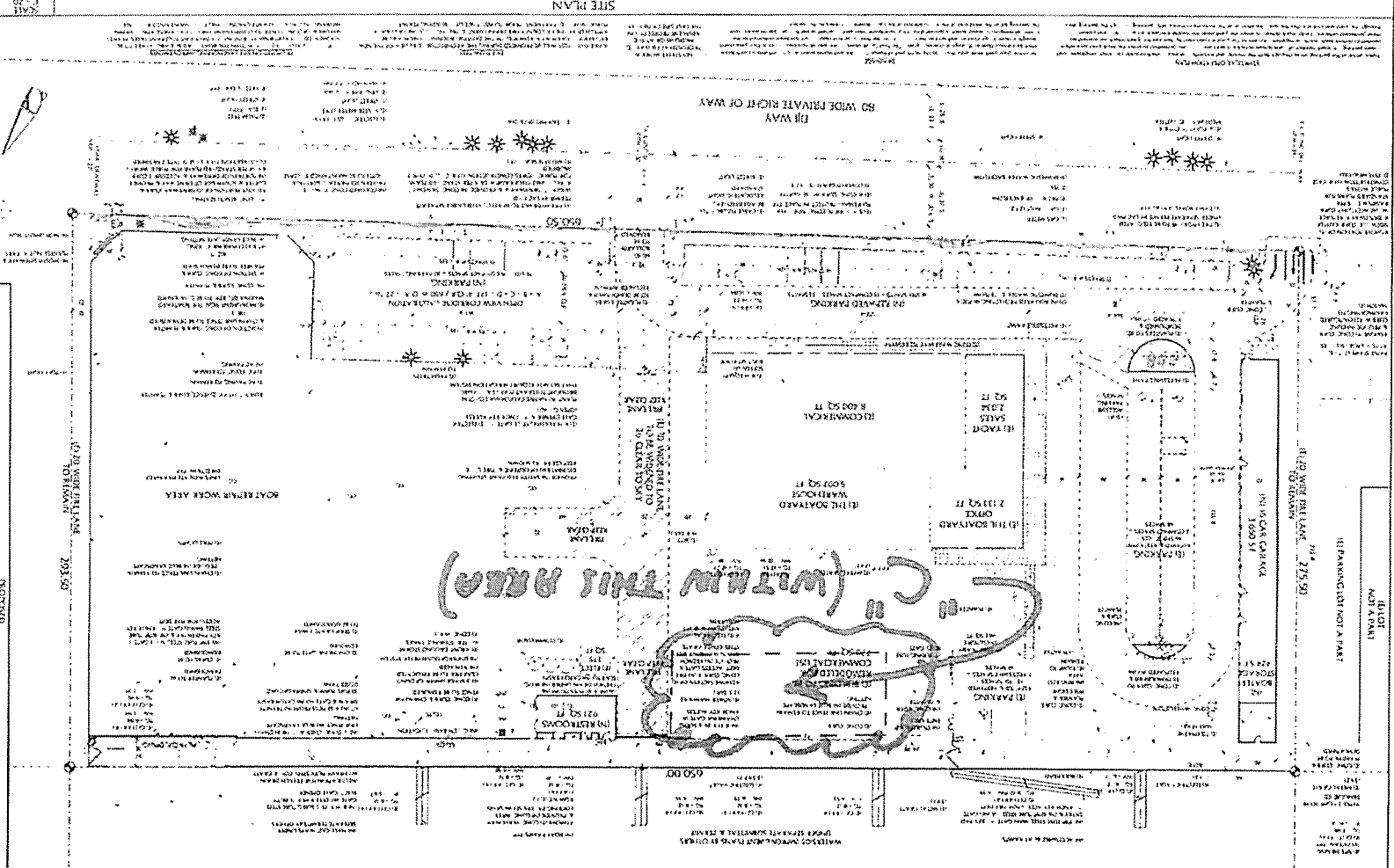
[illegible][illegible]

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

Marina Del Rey
Lease Parcel No. 53

Parcels 832 to 845 inclusive, in the County of Los Angeles, State of California, as shown on Los Angeles County Assessor's Map No. 88, recorded in Book 1, pages 53 to 70 inclusive, of Assessor's Maps, in the office of the Recorder of said county.

Reserving and excepting therefrom unto the County of Los Angeles easements for sanitary sewer, fire access and harbor utility purposes over those portions thereof designated on said map to be reserved by said county for such purposes.

EXHIBIT C

COMMENCEMENT DATE MEMORANDUM
AND CONFIRMATION OF LEASE TERMS

Reference is made to that certain lease ("Lease") dated _____, 20____, between County of Los Angeles, a body politic and corporate ("Tenant"), and Harbor Real Estate Limited Partnership, a Delaware limited partnership ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the building and certain yard area located at 13555 Fiji Way, Marina Del Rey ("Premises"),

Landlord and Tenant hereby acknowledge as follows:

- (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 11,180 square feet of space; and
- (5) Basic Rent per Month is \$25,610, initially.

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

"Tenant"	"Landlord"
COUNTY OF LOS ANGELES, a body politic and corporate By: _____ Name: _____ Its: _____	HARBOR REAL ESTATE LIMITED PARTNERSHIP, a Delaware limited partnership By: Vappareto Corp., an Illinois corporation, Its General Partner By: _____ Gregory F. Schem, President

EXHIBIT D
HVAC STANDARDS

Landlord shall supply cooling, ventilating and heating during Normal Working Hours established by the Lease.

EXHIBIT E

CLEANING AND MAINTENANCE SCHEDULE

1. SEMI-ANNUALLY

The exterior of windows washed not less frequently than twice annually.

2. AS NEEDED

A. The sidewalks, driveways, parking areas and reasonable means of access and egress for the Premises should be maintained in good repair as provided in the Lease.

B. All lawns, shrubbery and foliage on the Common Areas should be maintained in good condition.

EXHIBIT F

TENANT ESTOPPEL CERTIFICATE

To: _____

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 as of the date hereof:

1. Tenant is the present owner and 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. Except as specified in the Lease, Tenant has no option or right to renew, extend or cancel the Lease.
 (d) Except as specified in the Lease, Tenant has no option or right to lease additional space in the Premises or Building or to use any parking.
 (e) 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).
 (f) 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 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) The interest of Tenant in the Lease has not been assigned or encumbered. 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. No rental payments have been made more than one month in advance.

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

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

COUNTY OF LOS ANGELES

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

MARK SALADINO
County Counsel

By: _____
Deputy:

EXHIBIT G

SUBORDINATION, NON-DISTURBANCE

AND ATTORNMENT AGREEMENT

AND WHEN RECORDED MAIL TO:

County of Los Angeles
CHIEF EXECUTIVE OFFICE
Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, California 90012

)
)
)
)
)
)

Space above for Recorder's Use

SUBORDINATION, NON-DISTURBANCE
AND 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 politic and corporate ("Tenant"), _____ ("Borrower") and _____, ("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 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 Lease shall be subject and subordinate to the lien of the Deed of Trust and to any renewals, modifications, consolidations, replacements and extensions of

the Deed of Trust to the full extent of the principal sum secured by the Deed of Trust including any interest except that if Tenant is granted any option to extend the term of the Lease, right of first offer to lease additional premises, option to purchase the Property, or right of first option to purchase the Property in the Lease such provisions shall not be affected or diminished by this subordination which is conditioned upon the agreement of Borrower and Lender in section 3 hereof.

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 Transfer of the Property or any 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, or deprive Tenant of any other property rights granted in the Lease.

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; 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; or (c) be bound by any prepayment by Tenant of more than one month's installment of rent; 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 unless the amendment or modification shall have been approved in writing by the Lender.

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

To Lender: _____

To Borrower: _____

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

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

8. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute but one and the same instrument.

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

APPROVED AS TO FORM

MARK SALADINO
County Counsel

By: _____
Deputy:

By: _____
Director of Real Estate

BORROWER:

By: _____
Name: _____
Title: _____

LENDER: *[Insert name of Lender]*,
By: _____

EXHIBIT H

**NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

AND WHEN RECORDED MAIL TO:)
)
)
County of Los Angeles)
CHIEF EXECUTIVE OFFICE)
Real Estate Division)
222 South Hill Street, 3RD Floor)
Los Angeles, California 90012)

Space above for Recorder's Use

**NONDISTURBANCE
AND ATTORNMENT AGREEMENT**

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

Factual Background

A. [*Insert name of Landlord*], ("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 a loan to Borrower. The Loan is secured by a deed of trust or mortgage encumbering the Property (the "Deed of Trust").

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

D. Tenant's rights under the Lease are subordinate to the lien of the Deed of Trust. Tenant is willing to make the substantial investment in the Premises required under the Lease, provided that Lender agrees to a nondisturbance provision, all as set forth more fully below.

Agreement

Therefore, the parties agree as follows:

1. 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.

2. Nondisturbance. The Transfer of the Property or 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, or deprive Tenant of any other property rights granted pursuant to the Lease.

3. Attornment. Provided that Lender complies with Section 2 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.

4. Lender Not Obligated. Provided that Lender complies with Section 2 above, 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; 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; or (c) be bound by any prepayment by Tenant of more than one month's installment of rent; 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 unless the amendment or modification shall have been approved in writing by the Lender.

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

To Lender: _____

To Borrower: _____

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

6. 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. This Agreement is the entire agreement between the Lender and Tenant and may only be modified by a written amendment executed by Lender and Tenant.

APPROVED AS TO FORM

MARK SALADINO
County Counsel

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

By: _____

Deputy County Counsel

By:

Director of Real Estate

BORROWER: [Insert name of Landlord]

By: _____

Name: _____

Title: _____

LENDER: [Insert name of Lender]

By: _____

Name: _____

Title: _____

EXHIBIT I

REQUEST FOR NOTICE

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

County of Los Angeles
CHIEF EXECUTIVE OFFICE
Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, California 90012
Attention: Director of Real Estate

REQUEST FOR NOTICE

(UNDER SECTION 2924B CIVIL CODE)

In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale under the Deed of Trust described below:

Date of Recording of Deed of Trust

Instrument Number of Deed of Trust

Trustor

Trustee

Beneficiary

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

"LENDER:

a _____

By: _____
SIGNEE'S NAME

Its: SIGNEE'S TITLE

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

COUNTY OF _____ ss.

On this _____ day of _____, 20____, before me, _____
_____ a Notary Public in and for the State of California, personally appeared _____
_____ personally known to me (or proved 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.

WITNESS my hand and official seal

Signature _____

My commission expires _____.

EXHIBIT J

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 CBE participation. The information requested below is for statistical purposes only. On final analysis and consideration, leases will be selected without regard to gender, race, creed, or color. Categories listed below are based on those described in 49 CFR Section 23.5.

Firm Name	
Address	
Contact Name	
Telephone No.	
Total # of Employees	
Business Structure*	

*Corporation, Partnership, etc.

MINORITY/WOMEN PARTICIPATION IN FIRM

	OWNERS	ASSOCIATE PARTNERS			
Black/African American					
Hispanic/Latin					
Asian American					
Portuguese American					
A. Indian/Alaskan					
All Others					
TOTAL					
Women*					

**Should be included in counts above and reported separately)*

PERCENTAGE OF MINORITY/WOMEN OWNERSHIP IN FIRM

	TOTAL # OF OWNERS	% OF OWNERSHIP
Black/African American		
Hispanic/Latin American		
Asian American		
Portuguese American		
American Indian/Alaskan Native		
All Others		
TOTAL		
Women*		

**Should be included in counts above and reported separately*

CURRENT CERTIFICATION AS MINORITY/WOMEN-OWNED FIRM

Is your firm currently certified as a minority owned business firm by the:

	yes	No
State of California?		
City of Los Angeles?		
Federal Government?		

WE DO NOT WISH TO PROVIDE THE INFORMATION REQUIRED IN THIS FORM.

	Initial
Initial here if applicable	

SIGNED: _____

TITLE: _____

DATE: _____

LANDLORD'S WORK LETTER

For

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

DEPARTMENT: BEACHES AND HARBOR, FIRE AND SHERIFF, as Tenant

**LANDLORD: HARBOR REAL ESTATE LIMITED PARTNERSHIP, a Delaware limited
partnership**

**13555 Fiji Way
Marina Del Rey, California**

LANDLORD'S WORK LETTER

This Work Letter supplements the Lease (the "Lease") dated _____, 20____, executed concurrently herewith, by and between HARBOR REAL ESTATE LIMITED PARTNERSHIP, a Delaware limited partnership ("Landlord") as Landlord, and COUNTY OF LOS ANGELES ("Tenant" or "County") as Tenant, covering certain Premises described in the Lease. Terms capitalized but not otherwise defined herein shall have the meanings ascribed to them in the Lease.

The parties hereby agree as follows:

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

- | | |
|--|---|
| (a) <u>Base Tenant Improvement Allowance:</u> | Not applicable |
| (b) <u>Tenant Improvement Allowance:</u> | \$1,200,000 (i.e., \$107.33 per rentable square foot of the Premises) |
| (c) <u>Maximum Change Order Allowance:</u> | The cost of Change Orders approved in writing by Tenant. |
| (d) <u>Tenant Improvement Allowance Amortization Rate:</u> | 8 % per annum |
| (e) <u>Basic Rent Reduction per \$1,000:</u> | Not applicable |
| (f) <u>Tenant's Work Letter Representative:</u> | Miguel Covarrubias or an assigned staff person of the Chief Executive Office-Real Estate Division |
| (g) <u>Landlord's Work Letter Representative:</u> | Greg Schem or another assigned representative of the Landlord |
| (h) <u>Landlord's Address for Work Letter Notice:</u> | Harbor Real Estate Limited Partnership
13555 Fiji Way
Marina Del Rey, California 90292
Attention: Greg Schem
Fax Number: (310) 821-0569 |
| (i) <u>Tenant's Address for Work Letter Notice:</u> | Board of Supervisors
Kenneth Hahn Hall of Administration
Room 383 |

500 West Temple Street
Los Angeles, California 90012
Fax Number: _____

With a copy to:
Chief Executive Office-
Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, California 90012
Attention: Director of Real Estate
Fax Number: (213) 217-4971

- (j) Addenda: Addendum A: Base Building Improvements
Addendum B: Tenant Improvements

2. **Construction of the Building.**

2.1 **Base Building Improvements.** Landlord has constructed or shall construct certain specific improvements to the Building as and only to the extent described on Addendum A hereto (the "Base Building Improvements"). To the extent that the Base Building Improvements must be changed or added to in order to accommodate the special needs of Tenant in the Premises, such changes or additions shall be considered Tenant Improvements (as defined below).

2.2 **Additional Costs Not Tenant Improvement Costs.**

(a) In the event that the Building as initially constructed does not comply with the requirements set forth in Addendum A hereto, and Landlord incurs increased design or construction costs that it would not have incurred had the Building been in compliance therewith, such costs shall not be included in the calculation of Tenant Improvement Costs as defined below and Tenant shall have no financial responsibility for such costs.

(b) Any work that Landlord must undertake to cause the Premises to comply with the requirements set forth in Addendum A hereto shall be at Landlord's sole cost and expense. Tenant Improvement Costs shall not include any costs associated with (i) asbestos abatement or compliance with the Hazardous Materials provision of the Lease, including all expenses associated with curing any "Sick Building Syndromes"; or (ii) supervision or overhead costs of Landlord that are in excess of three percent (3%) of the other Tenant Improvement Costs (it being understood that three percent (3%) of such other Tenant Improvement Costs for Landlord's supervision and overhead may be included in Tenant Improvement Costs).

3. **Selection of Architect and Engineer.** Unless waived by Tenant, Landlord shall promptly solicit at least three proposals from qualified licensed architects ("Architect") and engineers ("Engineer") familiar with all applicable laws and building requirements detailing a scope of work sufficient to complete the Working Drawings as defined below. The Architect and the Engineer shall be selected by Landlord subject to Tenant's consent, which consent shall not be unreasonably withheld, and which consent (or refusal to consent for reasonable reasons) shall be granted within three business days after Landlord has submitted the name of the Architect and the Engineer to Tenant together with detailed proposals outlining the cost for design/engineering services. This procedure shall be repeated until the Architect and the

Engineer is/are finally approved by Tenant and written consent has been delivered to and received by Landlord.

4. **Selection of Contractor.** The Final Plans, as defined below, and a proposed construction contract approved by Tenant, shall be submitted to contractors, selected by Landlord and approved by Tenant, sufficient in number so that a minimum of three bids are received (such approvals by Tenant shall not be unreasonably withheld). Each approved contractor shall be requested to submit a sealed fixed price contract bid price (on such contract form as Landlord shall designate) to construct the Tenant Improvements designated on the Final Plans. Landlord and Tenant shall jointly open and review the bids. Landlord and Tenant, after adjustments for inconsistent assumptions, shall select the most qualified bidder offering the lowest price and such contractor ("Contractor") shall enter into a construction contract ("Construction Contract") with Landlord consistent with the terms of the bid to construct the Tenant Improvements.

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

5.1 **Preparation of Space Plan.** Attached hereto as Addendum C is a space plan and specifications for the Premises showing all demising walls, corridors, entrances, exits, doors, interior partitions, and the locations of all offices, conference rooms, computer rooms, mini-service kitchens, and the reception area, library, and file room (collectively the "Space Plan") that Tenant desires to include within the Premises.

5.2 **Preparation and Approval of Working Drawings.** Within ten days of the date the Lease is fully executed, delivered and effective (the "Plan Submission Date"), Landlord shall instruct the Architect to commence preparation of Working Drawings (the "Working Drawings"), which shall be compatible with the design, construction and equipment of the Building, comply with all applicable laws, be capable of physical measurement and construction, contain all such information as may be required for the construction of the Tenant Improvements and the preparation of the Engineering Drawings (as defined below), and contain all partition locations, plumbing locations, air conditioning system and duct work, special air conditioning requirements, reflected ceiling plans, office equipment locations, and special security systems. The Working Drawings may be submitted in one or more stages and at one or more times. Landlord shall provide Tenant the Working Drawings, or such portion as has from time to time been submitted, for review. The Architect shall be solely responsible for insuring that the Working Drawings fully comply with all applicable building codes and are free from errors or omissions on the part of the Architect.

5.3 **Preparation and Approval of Engineering Drawings.** Landlord shall request the Architect to coordinate all engineering drawings prepared by the Engineer, showing complete mechanical, electrical, plumbing, and HVAC plans ("Engineering Drawings") to be integrated into the Working Drawings. The Engineering Drawings may be submitted in one or more stages and at one or more times for Tenant's review.

5.4 **Integration of Working Drawings and Engineering Drawings into Final Plans.** After Tenant has approved the Engineering Drawings, Landlord shall request the Architect to integrate the approved Working Drawings with the approved Engineering Drawings (collectively "Final Plans") and deliver five sets of the Final Plans to Tenant. The Final Plans shall be suitable for plan check review and permitting by local agencies having jurisdiction, for the layout, improvement and finish of the Premises consistent with the design and construction of the Base Building Improvements, including electrical and mechanical drawings, capacity reports, dimensioned partition plans, floor and wall finish plans, reflected ceiling plans, power, telephone communications and data plans, life safety devices, construction detail sheets including millwork detail plans showing the location of partitions, light fixtures, electrical outlets, telephone outlets, sprinklers, doors, equipment specifications (including weight specifications and cooling

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requirements) and power requirements (including voltage, amps, phase, and special plugs and connections), wall finishes, floor coverings, millwork and other Tenant Improvements.

5.5 Approval of Working Drawings and Engineering Drawings by Tenant. Within ten days following Tenant's receipt of the Working Drawings and Engineering Drawings (or any of them), Tenant shall deliver written notice (the "Tenant's Drawing Notice") to Landlord either approving thereof or setting forth with particularity what changes will be needed in order to cause the applicable Working Drawings and Engineering Drawings to be approved by Tenant (Tenant's failure to deliver Tenant's Drawing Notice to Landlord shall be deemed to be Tenant's approval of the applicable drawings received by Tenant). Approval by Tenant of the Working Drawings and Engineering Drawings shall not be deemed to be a representation by Tenant that the design of the Tenant Improvements is in compliance with applicable laws.

5.6 Schedule. Within 30 days after the later of the Plan Submission Date or the approval by Landlord and Tenant of the Architect and Engineer to be used, Landlord shall request the Architect to submit to Landlord and Tenant a construction schedule, subject to approval by Landlord and Tenant (which approval shall not be unreasonably withheld), estimating the dates for completion of certain project benchmarks including, but not limited to, completion of Working Drawings, completion of Engineering Drawings, submission of plans to local jurisdiction for review, issuance of building permit, submission of plans to contractors for bidding, award of construction contract, construction commencement, construction completion, Projected Commencement Date and other similar dates. As the construction continues, Landlord shall or shall request the Architect to amend the schedule from time to time to reflect any changes to the projected dates. As the construction schedule is an estimate with various factors that are unknown and not capable of being easily calculated, it shall not be binding upon either party, but shall instead be used as a tool by each of the parties for their own respective planning.

6. Final Construction Budget and Payment of Tenant Construction Costs.

6.1 Construction Budget. Attached hereto as Addendum D is a preliminary budget of the cost to construct the Tenant Improvements based upon the Space Plan (the "Preliminary Budget"). Such Preliminary Budget shall be revised into final form within ten days from the date the Contractor is selected and will be referred to herein as the "Final Construction Budget". Tenant shall not disapprove of the Final Construction Budget unless it is more than ten percent (10%) higher than both the Preliminary Budget and the Tenant Improvement Allowance. If Tenant has the right to disapprove of the Final Construction Budget, then Tenant shall have five days from the date of receipt of the Final Construction Budget to deliver written notice to Landlord whether Tenant approves or disapproves the Final Construction Budget (Tenant's failure to deliver written notice of its disapproval within such time period shall be deemed to be Tenant's approval thereof). If Tenant disapproves of the Final Construction Budget as allowed hereunder, it shall as part of the disapproval notice set forth the changes needed in order to cause the Final Construction Budget to be approved by Tenant, and the parties hereto shall meet as soon as reasonably possible and use best efforts to either redesign the Final Drawings and Engineering Drawings to cause the Tenant Improvement Costs described in the revised Final Construction Budget to be acceptable to Tenant or Tenant shall increase the Tenant Improvement Allowance so it can approve the higher Final Construction Budget. Construction of the Tenant Improvements shall not begin until such time as Tenant approves or is deemed to have approved of the Final Construction Budget. In the event Tenant disapproves the Final Construction Budget as allowed hereunder, then any delay caused by the necessity to rebid or redesign the Tenant Improvements shall be considered a Tenant Delay and the cost thereof included in the Tenant Improvement Costs. Landlord shall review the Space Plan, Working Drawings, Engineering Drawings and Final Plans at its sole cost and expense (subject to Landlord's receipt of its three percent supervision and overhead fee). Except for the three percent administrative fee to Landlord as described above, there shall be no other fee to Landlord for profit, overhead or

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general conditions in connection with the construction of the Tenant Improvements included in the Final Construction Budget.

6.2 Tenant Improvement Allowance. All improvements required by the Final Plans and modular furniture described in the Modular Specifications, as further described in Addendum B hereto (collectively, the “Tenant Improvements”) shall be at Landlord’s sole cost and expense, subject to reimbursement by Tenant as provided herein. The term “Tenant Improvement Costs” as used herein shall include all costs to provide the Tenant Improvements, without limitation, the fees and costs of the Architect and Engineer to prepare, revise and complete the Working Drawings, the Engineering Drawings, and the Final Plans, the fees and costs to obtain all applicable permits and approvals from governmental authorities for the Tenant Improvements, the costs to construct and install the Tenant Improvements (including furniture and telecommunications equipment), soft costs and any and all other costs for alterations, additions and improvements requested by Tenant that are not part of the Base Building Improvements, whether in the Final Plans and/or Change Orders. It is anticipated that the Tenant Improvement Costs may exceed the Tenant Improvement Allowance, and Tenant’s Chief Executive Officer may authorize payment to Landlord of the overage. The Tenant Improvement Costs shall be paid to Landlord as provided herein.

6.3 Method of Payment. The Tenant Improvement Costs shall, at Tenant's election, either be paid to Landlord (i) in a lump sum when the Tenant Improvements are Substantially Complete, or (ii) in equal amortized monthly payments over the first 5 years of the term of the Lease at the Tenant Improvement Amortization Rate. Tenant may at any time during the Term prepay Landlord in a lump sum for all (but not for only a portion) of the Tenant Improvement Costs.

7. Construction of Tenant Improvements.

7.1 Tenant Improvements. The Tenant Improvements to be constructed by Landlord are initially as described more particularly on Addendum B hereto, but same shall be subject to change and supplement during the process for preparation and approval of the Working Drawings, Engineering Drawings, Final Plans and/or Change Orders.

7.2 Bids. Unless waived by Tenant in writing, the Contractor shall be chosen as provided in Section 4 hereof, after at least three bids have been solicited from responsible and qualified persons. At least three bids for the purchase and installation of the office furniture system, prepared by the furniture dealer, shall be included in the construction estimates, if applicable.

(a) Permits. Landlord shall use commercially reasonable efforts to secure the approval of governmental authorities, and all permits required by governmental authorities having jurisdiction over such approvals and permits for the Tenant Improvements, promptly after approval of the Final Plans.

(b) Commencement of Construction. Landlord shall commence construction of the Tenant Improvements within 15 days after issuance of all such necessary governmental permits and approvals. Landlord shall commence and, once commenced, shall thereafter diligently proceed to construct and complete all Tenant Improvements, subject to any cessation that may be caused by Tenant Delays and Force Majeure Delays.

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

(a) Notice of Nonresponsibility. Landlord and the Contractor shall cooperate with Tenant in posting a notice or notices of nonresponsibility by Tenant.

(b) Decorating Decisions. All design and programming, space planning and interior decorating services, such as selection of wall paint colors and/or wall coverings, furniture, fixtures, carpeting and any or all other decorator selection efforts shall be included in the Final Plans or handled pursuant to Change Order. Landlord shall consult with Tenant with respect to all such decorating services and decisions if requested by Tenant.

(c) Clean-Up and Substandard Work. As part of the Tenant Improvement Costs, Landlord will be responsible for all clean-up with respect to the Tenant Improvements (according to usual standards of work in the Building), whether in the Premises themselves or in other areas utilized by Landlord or its contractors, and agrees to reimburse Tenant for any and all expenses reasonably incurred by Tenant to perform any such clean-up if Landlord fails to do so and such failure continues for more than 30 days following written notice thereof from Tenant to Landlord, unless Landlord is then diligently proceeding with such clean-up.

(d) Compliance with Laws. Construction of the Tenant Improvements shall comply with all applicable laws and regulations and shall be subject to the general inspection of Tenant. The Premises, upon completion of the Tenant Improvements, shall comply with all applicable city, county, state and federal building codes, regulations and ordinances required for beneficial occupancy, including, but not limited to, all provisions of the Labor Code of the State of California. Under the provisions of the Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly rate in dollars and details pertinent thereto for each craft, classification or type of workman or mechanic needed for the construction of the improvements. Particulars of the current Prevailing Wage Scale as approved by the Board of Supervisors which are applicable to the work are filed with the Clerk of the Board of Supervisors and must be posted at the site. To the extent the Tenant Improvements are required to be constructed based upon such Prevailing Wage Scale, then the parties hereto agree that the Tenant Improvement Costs shall be based upon such Prevailing Wage Scale.

7.4 Conformed Plans. Within 60 days after Substantial Completion of the Tenant Improvements and receipt from the Contractor of all field changes, Landlord shall submit to Tenant a set of conformed plans ("as-builts") incorporating, in accordance with standard industry custom and practice, field changes made and changes and/or revisions that have been made subsequent to the submission of the Final Plans. Such "as-built" or "record documents" shall be submitted on three and one-half inch (3½") 1.4Mb magnetic media diskettes in Auto CAD R 12.dwg (or later version) format or .DXF format, along with one complete set of mylar transparencies of drawings and one complete set of specifications.

8. Change Orders. Tenant and Landlord may make changes, additions, deletions or alterations in the Final Plans ("Change Order") provided both Tenant and Landlord approve such changes in writing. Only the Chief Executive Officer is authorized to approve Change Orders on behalf of Tenant. Tenant may elect to pay for Change Orders by: (a) payment in a lump sum upon Substantial Completion of the Tenant Improvements, or (b) amortization of such costs over the first 5 years of the Term of the Lease at the Tenant Improvement Amortization Rate payable in equal monthly installments over the initial Term of the Lease. Landlord shall submit to the Chief Executive Officer with each requested Change Order (i) the specific cost of the requested change, (ii) the cumulative net total cost of all Change Orders previously approved, and (iii) an estimate of the construction time which will be increased or shortened if the Change Order is approved. Each Change Order must be signed and dated by the Chief Executive Officer.

9. **Furniture System.**

9.1 Tenant shall deliver to Landlord within ten days after execution hereof, modular furniture plans and specifications (the "Modular Specifications"). Based on the Modular Specifications, Landlord and /or Landlord's Architect, shall prepare a modular furniture specifications bid package for submission to no less than three furniture vendors chosen by Tenant. Prior to submission for bids, Landlord shall review the bid package with Tenant and Tenant shall have the right to approve or disapprove the bid package. Landlord shall provide as part of the Tenant Improvement Costs the modular furniture set forth in the Modular Specifications. Tenant shall reimburse the Landlord in a lump sum or in accordance with a financed transaction entered into between Landlord and the furniture vendor acceptable to the Tenant, including, but not limited to, a lease purchase agreement, provided the outstanding balance can be no more than One Dollar (\$1) at the end of a term not to exceed the term of the Lease.

9.2 Tenant may opt to finance the lump-sum payment for the cost of modular furniture through lease-purchase financing with a third-party vendor ("Creditor"). In the event the Tenant elects to enter into a lease-purchase financing of the furniture and telecommunications equipment (the "Personal Property") through a Creditor, Landlord expressly agrees as follows:

(a) The Personal Property shall not become part of the realty or real property, but shall remain personal property removable by the Creditor and its assigns, provided that any damage occasioned by such removal shall be repaired by Creditor. If such Personal Property is not removed upon expiration or earlier termination of the Lease, then in addition to any and all other rights of Landlord, Landlord shall have the right to remove such Personal Property and store same at Tenant's sole cost and expense.

(b) Landlord shall be notified by Creditor of any plan by Creditor to remove the Personal Property.

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

(d) Landlord does hereby waive any right to gain possession of any of Personal Property during the term of this Lease, subject to Landlord's rights described in subsection (a) above.

10. **Tenant Improvement Costs Adjustment and Right to Audit.** Within 30 days of the issuance of a Certificate of Occupancy, or a final sign-off by the City of Los Angeles, whichever occurs first, Landlord shall provide to Tenant a statement showing in reasonable detail all Tenant Improvement Costs and the total amount payable hereunder by Tenant to Landlord. Within 30 days after receipt of such statement by Tenant, payments by either party pursuant to the Lease and this Landlord's Work Letter shall be adjusted as appropriate, based upon such statement. Tenant shall have the right to audit these costs for a period of 24 months from the date of acceptance by Tenant of the Premises. Tenant shall provide Landlord with a copy of the audit summary, and in the event the audit shows a discrepancy in the Tenant Improvement Costs from

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those shown in Landlord's statement and Landlord does not object thereto, then within 30 days thereafter, one party shall refund to the other the amount of any overpayment or underpayment to reconcile the differences and all future payments shall be adjusted as appropriate based upon the audit results. If Landlord objects to Tenant's audit results, the parties shall review those results with their respective accountants and use reasonable efforts to resolve their differences.

11. **Exclusions.** The Tenant Improvement Costs shall not include any costs incurred for asbestos abatement or other items that are part of the Base Building Improvements, in that all such work shall be performed at the sole cost and expense of Landlord.

12. **Telephone/Computer Room and Equipment.** Landlord shall complete the telephone equipment room(s) including permanent power and HVAC, in compliance with the Final Plans and applicable Change Orders, if any, at least 30 days prior to the Projected Commencement Date. During this 30 day period, if Tenant elects to deliver and/or install telephone/data equipment delivered to the site for programming prior to the Commencement Date, same shall be at Tenant's sole risk (Tenant shall be responsible for theft or damage to same and shall cover same through the insurance of Tenant under the Lease).

13. **Delay.**

13.1. **Tenant Delays and Force Majeure Delays.** Except as set forth herein or in the Lease: (i) no delay in the completion of construction of the Tenant Improvements shall be considered in the determination of the Commencement Date of the Lease, other than Tenant Delays and Force Majeure Delays, and (ii) under no circumstance shall Tenant be charged with any delay whatsoever as a result of delay in the construction of Tenant Improvements that are not Tenant Delays or Force Majeure Delays. Subject to the provisions of Section 13.2, the Projected Commencement Date set forth in the Lease shall be extended one (1) day for each day that: (a) Tenant fails or refuses to give authorizations or approvals within the time periods required herein but only to the extent such delays delay the commencement or completion of construction of the Tenant Improvements (referred to herein as "Tenant Delays"); or (b) Substantial Completion of the Tenant Improvements is delayed by lightning, earthquake, fire, storm, tornado, flood, washout, explosion, strike, lockout, labor disturbance, civil disturbance, riot, war, act of a public enemy, sabotage, governmental delays in inspections, approvals or processing of applications relating to the Tenant Improvements, and/or other causes beyond the reasonable control of Landlord (referred to herein as "Force Majeure Delays").

13.2. **Limitations.**

(a) **Notice.** No Tenant Delay or Force Majeure Delay shall be deemed to have occurred unless Landlord has provided written notice, within five business days after the event giving rise to such claim, in compliance with the Lease, to Tenant specifying that a delay is claimed to have occurred because of actions, inaction or circumstances specified in the notice in reasonable detail. If such actions, inaction or circumstances qualify as a Tenant Delay or Force Majeure Delay, then a Tenant Delay or Force Majeure Delay, as applicable, shall be deemed to have occurred only commencing as of the date that is five business days prior to the date that Tenant received such notice from Landlord.

(b) **Mitigation.** Tenant Delays and Force Majeure Delays shall delay the Projected Commencement Date only in the event that Substantial Completion of the Tenant Improvements is delayed, despite Landlord's reasonable efforts to adapt and compensate for such delays, which efforts Landlord shall be obligated to make (provided that any additional cost

incurred by Landlord due to such effort shall be included in the Tenant Improvement Costs or Tenant agrees in writing to pay to such excess).

(c) Concurrent Delays. Tenant Delays and Force Majeure Delays shall be recognized hereunder only to the extent the same are not concurrent with any other Tenant Delay or Force Majeure Delay which is effective hereunder. For example, if there are ten days of Tenant Delays and four days of Force Majeure Delays which occur during the same ten day period of such Tenant Delays, then the Projected Commencement Date would be extended by only ten days; on the other hand, if such Tenant Delays and Force Majeure Delays did not occur during the same period, the Projected Commencement Date would be extended by 14 days.

(d) Change Orders. Landlord may not claim that a Change Order requested by Tenant was the cause of a delay in the construction of the Tenant Improvements unless the anticipated delay is specified in writing in the Change Order authorization.

14. **Default.** Any default by either Landlord or Tenant under the terms of this Landlord's Work Letter shall constitute a default by such party under the Lease and shall entitle the other party to exercise all remedies set forth in the Lease.

15. **Tenant Remedies.** If Landlord fails to obtain the building permit to construct the Tenant Improvements within a reasonable time, taking all factors into consideration (including, without limitation, Tenant Delays and Force Majeure Delays), or if the Tenant Improvements have not been Substantially Completed within 60 days after the Projected Commencement Date (subject to extension for Tenant Delays and Force Majeure Delays), Tenant may, at its option:

14.1. Intentionally Deleted.

14.2. Upon 30 days written notice to Landlord (unless within such 30 day period Landlord begins and thereafter continues to diligently pursue obtaining such permit or Substantially Completing the Tenant Improvements, as applicable), assume the responsibility for providing the Tenant Improvements itself. If Tenant elects to provide Tenant Improvements itself, then:

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

(b). The amount of the Tenant Improvement Costs to be paid by Tenant to Landlord shall be reduced by Tenant's total expense in constructing the Tenant Improvements, including any financing charges for capital and a reasonable amount for its administrative costs, and including interest at the rate of six percent (6%) (collectively, "Tenant's Total Expense"). The reduction schedule for the Tenant Improvement Costs shall be as mutually agreed to between the parties or, if no such agreement is made, Tenant's Total Expense shall be fully amortized in equal monthly amounts over five years and deducted from what Tenant would have otherwise been required to pay as amortization payments for the Tenant Improvement Costs under the Lease (and if that is not sufficient, then also against the rent payable under the Lease for the applicable period).

15. **Representatives.**

15.1 **Tenant Representative.** Tenant has designated Tenant's Work Letter Representative as its sole representative with respect to the matters set forth in this Landlord's Work Letter who, until further notice to Landlord, shall have the full authority and responsibility to act on behalf of Tenant as required in this Work Letter and whose address, for purposes of any notices to be given regarding matters pertaining to this Landlord's Work Letter only, is Tenant's Address for Work Letter Notice as set forth in Section 1.

15.2 **Landlord Representative.** Landlord has designated Landlord's Work Letter Representative as its sole representative with respect to the matters set forth in this Work Letter who, until further notice to Tenant, shall have the full authority and responsibility to act on behalf of Landlord as required in this Landlord's Work Letter and whose address, for purposes of any notices to be given regarding matters pertaining to this Landlord's Work Letter only, is Landlord's Address for Work Letter Notice as set forth in Section 1.

16. **Elevator Usage During Move-In.** Not Applicable

17. **Construction Meetings.** During the course of construction, meetings shall be held between the Contractor, Landlord and Tenant at least once per week, unless Tenant directs otherwise, at a time and place which is mutually convenient. An initial construction meeting shall be held within five days of the date the Contractor is selected.

18. **Delivery.** Delivery of all plans and drawings referred to in this Work Letter shall be by commercial messenger service or personal hand delivery, unless otherwise agreed by Landlord and Tenant.

LANDLORD:

HARBOR REAL ESTATE LIMITED PARTNERSHIP, a Delaware
limited partnership

By: Vappareto Corp., an Illinois corporation, Its General
Partner

By: 
Gregory F. Schem, President

TENANT:

COUNTY OF LOS ANGELES,
a body politic and corporate

By: 
Name: Carlos E. Marquez

Title: Deputy Director of Real Estate

Date Signed: November 26, 2014

ADDENDUM A To Landlord's Work Letter

BASE BUILDING IMPROVEMENTS

The Base Building Improvements shall be as follows:

- (a) The Building shell and exterior, including perimeter window frames, mullions and glazing in good condition;
- (b) Men's and women's toilet rooms in their existing location and condition, including necessary plumbing fixtures, ceramic tile floors, accessories, ceilings and lighting, with running hot and cold water;
- (c) Electrical/telephone closet with not less than 400 amps;
- (d) Two 208/120 and one 480/277 volt panels connected to the Building power system;
- (e) Existing HVAC systems servicing the Premises to be in good working condition (Landlord shall not be required to eliminate freon or CFC refrigerants or otherwise convert the existing HVAC to any other system of operation);
- (f) Existing primary fire sprinkler distribution in operable condition (connection to secondary piping, distribution and sprinkler heads shall be part of the Tenant Improvements);
- (g) Existing primary fire-life safety enunciation system "backbone" and panels in operable condition (connection and distribution shall be part of the Tenant Improvements, if applicable);
- (h) Access at panels in the service core for use as part of the Tenant Improvements to distribute electrical power per the Final Plans.

ADDENDUM B To Landlord's Work Letter

TENANT IMPROVEMENTS

Tenant improvements shall include:

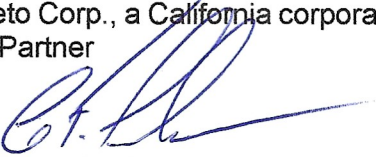
- (a) Tenant ceilings and lighting;
- (b) Floor finish in the Premises;
- (c) Interior finishes of any kind within the Premises;
- (d) Interior partitions, doors and hardware within the Premises;
- (e) HVAC or air distribution ducting and devices (including, without limitation, air compressors, air handlers, and other equipment needed in addition to or in lieu of what is existing) to or within the Premises;
- (f) As applicable, Tenant's furniture, fixtures and equipment, including telephones, computers and cabling therefor;
- (g) Distribution of electrical services, plumbing and sewer services and sprinklers to the Premises, and domestic hot water heater and associated hot water piping;
- (h) Any and all signs for Tenant and the power therefor;
- (i) Security, fire and life-safety systems throughout the Premises, including exit signs, intercoms and extinguishers;
- (j) Additional and/or above standard electrical capacity;
- (k) Fiber optic access, if available;
- (l) Construction of a mezzanine as per Tenant's plans and specifications; and
- (m) Additional restrooms and alterations to existing restrooms (which are part of the Base Building Improvements provided by Landlord), including hot and cold water fixtures, sinks, toilets, showers and other fixtures and equipment, mirrors, locker room, ceilings, floors and other alterations to cause same to be ADA compliant; and
- (n) Locker room.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 as of the date and year first written above.

LANDLORD:

HARBOR REAL ESTATE LIMITED
PARTNERSHIP, a Delaware limited
partnership

By: Vappareto Corp., a California corporation,
Its General Partner

By: 

Gregory F. Schem, President

TENANT:


COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT
Chief Executive Officer

By: _____
John T. Cooke
Assistant Chief Executive Officer
Asset Management Branch

APPROVED AS TO FORM:

DAWYN R. HARRISON
Acting County Counsel

By: 

Senior Deputy

ATTEST:

DEAN C. LOGAN
Registrar-Recorder/County Clerk

By: _____
Deputy

Pretrial Updates

1. PREP 2.0 at CJC (CCB) launched July 1.
 - A. Pretrial Risk Evaluation Program (PREP) Pilot Background
 - B. Changes for PREP 2.0 at CJC
 - C. Updates on Launch

ATI OFFICE DRAFT

Background on Pretrial Risk Evaluation Program (PREP) Pilot

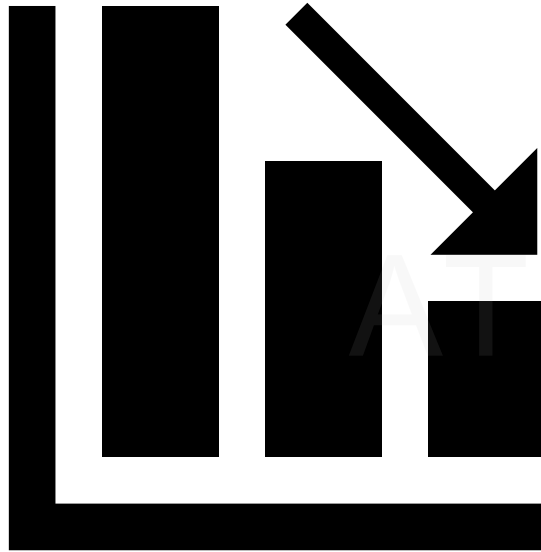
- LA County launched the Pretrial Risk Evaluation Program (PREP) Pilot on March 23, 2020.
- Locations
 - Foltz (CJC)
 - Compton
 - Lancaster
- Needs assessment (CCAT) provided to the PD for each individual and voluntary services offered to Pretrial individuals enrolled in PREP pilot

ATI OFFICE DRAFT



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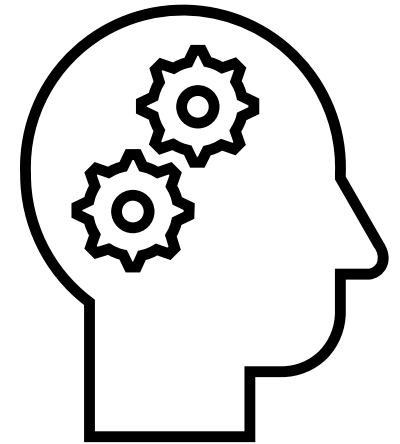


PREP Results

- Releases after completion of CCAT has resulted in the **same** Failure to Appear (FTA) rate as all other pretrial release individuals and a **7% lower** rearrest rate
- For those individuals that voluntarily engage with P180 for services, the FTA rate is **13% lower** and the rearrest rate is **9% lower**

Why are we making a change?

- Involves the Service Provider earlier in the process to ensure a warm handoff to service linkage after arraignment
- LA County Superior Court will receive \$16.9M in annual funds starting July, 2022. A portion of this funding will be used for services and temporary housing for participants in Prep 2.0.
- Provide additional opportunities for temporary housing to Pretrial population



PREP 2.0 at CJC Launch Updates

- **Enhanced service connection**

- Individuals flagged with housing, substance use disorder or mental health needs will be referred to the onsite service provider.
- Service provider conducts interviews to identify and link to appropriate services for housing, mental health, and substance use disorder needs.
- Stabilization housing is available to immediately accept people with housing needs.
- Transportation to housing upon release from custody.
- Case management to connect people to housing, treatment, and supportive services.