



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

FESIA A. DAVENPORT
Chief Executive Officer

DATE: November 9, 2022
TIME: 2:00 P.M. – 4:00 P.M.
LOCATION: **TELECONFERENCE CALL-IN NUMBER: 1(323)776-6996**
TELECONFERENCE ID: 439827168#

To Join Via Phone, Dial 1(323)776-6996, Then Press 439827168#.

YOU CAN ALSO JOIN THIS MEETING BY CLICKING ON THE FOLLOWING LINK:

[Click here to join the meeting](#)

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

AGENDA

Members Of The Public May Address The Operations Cluster On Any Agenda
Item After All Informational Items Are Presented.
Two (2) Minutes Are Allowed For Each Item.

1. **Call To Order – Koffi Kouassi/Anthony Baker**
2. **INFORMATIONAL ITEM(S):**
 - A) Board Letter:
APPROVAL OF AMENDMENT NO. 5 TO SOLE SOURCE AGREEMENT
NO. H-705979 WITH THE CENTER TO PROMOTE HEALTHCARE
ACCESS, INC. D.B.A. ALLUMA (FORMERLY D.B.A. SOCIAL INTEREST
SOLUTIONS) FOR THE WEB-BASED ONE-E-APP SYSTEM AND
RELATED SERVICES
DHS/CIO – Anna Gorman, COO, Community Programs,
Julio Alvarado, Dir. of Contracts Admin. & Monitoring
Kevin Lynch, CIO and Lillian Anjargolian, Deputy County Counsel
 - B) Board Letter:
NINE-YEAR LEASE
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
801 CORPORATE CENTER DRIVE, POMONA
CEO/RE – Michael Navarro, Lease Section Chief

CONTINUED ON PAGE 2

3. **PRESENTATION/DISCUSSION ITEMS:**

None available.

4. **Public Comment**
(2 Minutes Each Speaker)

5. **Adjournment**

FUTURE AGENDA TOPICS

CALENDAR LOOKAHEAD:

- A) ISD – ACQUISITION OF COMPUTER EQUIPMENT TO REPLACE END-OF-LIFE HARDWARE FOR ONE IBM MAINFRAME SYSTEM AND ONE IBM POWER 10 SYSTEM, SUPPORTING COUNTYWIDE APPLICATIONS IN THE COUNTY'S DATA CENTER (DC1)
- B) DMH/CIO – APPROVAL OF A SOLE SOURCE AMENDMENT NUMBER SIX TO AGREEMENT NUMBER 77676 WITH NETSMART TECHNOLOGIES, INC.
- C) RR/CC – NOTIFICATION OF INTENT TO NEGOTIATE A SOLE SOURCE CONTRACT WITH CORELOGIC SOLUTIONS, LLC (CORELOGIC) FOR REAL ESTATE FRAUD NOTIFICATION SERVICES BY MAIL
- D) CEO/CP – BOND ANTICIPATION NOTES
AUTHORIZATION AND REIMBURSEMENT RESOLUTION

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

| | | | |
|---|---|--|---|
| CLUSTER AGENDA REVIEW DATE | 11/9/2022 | | |
| BOARD MEETING DATE | 12/6/2022 | | |
| 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) | Department of Health Services (DHS) | | |
| SUBJECT | Approval of an amendment to the sole source Agreement with The Center to Promote HealthCare Access, Inc. d.b.a. Alluma for the Web-Based One-e-App System (OEA) and Related Services. | | |
| PROGRAM | My Health LA (MHLA) | | |
| AUTHORIZES DELEGATED AUTHORITY TO DEPT | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| SOLE SOURCE CONTRACT | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: It is in the best interest to extend the term of the Alluma Agreement as no other proprietary software has been identified by DHS with the kind of eligibility functionality needed for the MHLA program. The extension will enable Alluma to continue to provide and operate OEA to assist eligible participants with accessing health care services through its network of County-contracted Community Partner (CP) clinics. | | |
| DEADLINES/ TIME CONSTRAINTS | The current Agreement expires on December 31, 2022. | | |
| COST & FUNDING | Total cost: The Maximum Contract Sum will be increased by \$1,899,540. | | Funding source: Funding request of \$887,040 for FY 22-23 has been included in DHS FY 2022-23 Final Budget. DHS will request funding in future fiscal years, as needed. There is no impact to net County cost. |
| | TERMS (if applicable): January 1, 2023 through March 31, 2024. | | |
| | Explanation: | | |
| PURPOSE OF REQUEST | To allow for the continued provision of the web-based electronic eligibility and enrollment system customized for DHS and CPs that are essential to continuing to streamline benefits enrollment for the MHLA program. | | |
| BACKGROUND (include internal/external issues that may exist including any related motions) | <p>DHS developed a health care program designed to expand access to healthcare services and address gaps in health care access for the residually uninsured residents of the County in 2014. At the time, DHS needed an automated solution to determine eligibility for the new MHLA program, to facilitate selection of the primary care medical home clinics and serve as a mechanism for determining real-time MHLA enrollment. MHLA is a County-run program that provides health care coverage to uninsured, low-income County residents aged 26-49. The Board approved the Agreement for OEA in concert with the MHLA program. This solution enables CPs to determine in real time if the applicant is eligible for MHLA or other health care coverage programs such as Medi-Cal. After an initial screening, if it is determined that the applicant may qualify for Medi-Cal, the applicant is referred to apply for that program. Additionally, the Agreement was approved on February 25, 2014, for a 60-month period after final acceptance of the OEA system. Via subsequent delegations of authority, the Agreement has been amended periodically to extend the term through December 31, 2022.</p> <p>Furthermore, on May 1, 2022, the State of California expanded full-scope Medi-Cal to low-income older adults aged 50 and older, regardless of immigration status. Due to this expansion, roughly 60,000 MHLA participants (about 45% of the population in the program), became eligible for Medi-Cal. All of those older adults were disenrolled from MHLA by August 1, 2022. In addition, California plans to expand Medi-Cal further to individuals aged 26-49, no sooner than January 1, 2024. Therefore, since the MHLA program and OEA will not be needed after early 2024, DHS intends to sunset use of OEA shortly after the remaining MHLA population become eligible for Medi-Cal.</p> | | |
| 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: - Anna Gorman, COO, Community Programs, (626) 525-5396, AGorman@dhs.lacounty.gov - Julio Alvarado, Dir. of Contracts Admin. & Monitoring, (213) 288-7819, jalvarado@dhs.lacounty.gov - Kevin Lynch, CIO, (213) 288-8128, KLynch@dhs.lacounty.gov - Lillian Anjargolian, Deputy County Counsel, (213) 808-8776, LAnjargolian@counsel.lacounty.gov | | |

December 6, 2022

Los Angeles County
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

Christina R. Ghaly, M.D.
Director

Hal F. Yee, Jr., M.D., Ph.D.
Chief Deputy Director, Clinical Affairs

Nina J. Park, M.D.
Chief Deputy Director, Population Health

Elizabeth M. Jacobi, J.D.
Administrative Deputy

313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

Tel: (213) 288-8050
Fax: (213) 481-0503

www.dhs.lacounty.gov

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

Dear Supervisors:

**APPROVAL OF AMENDMENT NO. 5 TO SOLE SOURCE
AGREEMENT NO. H-705979 WITH THE CENTER TO PROMOTE
HEALTHCARE ACCESS, INC. D.B.A. ALLUMA (FORMERLY D.B.A.
SOCIAL INTEREST SOLUTIONS) FOR THE WEB-BASED
ONE-E-APP SYSTEM AND RELATED SERVICES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

CIO RECOMMENDATION: APPROVE (X)

SUBJECT

Request approval for the Director of the Department of Health Services, or designee, to execute Amendment No. 5 to the existing Sole Source Agreement No. H-705979 with The Center to Promote Healthcare Access, Inc. d.b.a. Alluma, formerly d.b.a. Social Interest Solutions, to extend the agreement term for the continued provision of the web-based electronic eligibility and enrollment system known as One-e-App and Related Services used at Community Partner clinic sites and Department of Health Services facilities, increase to the Maximum Contract Sum by \$1,899,540, and update to Agreement terms and conditions commensurate with the services provided to Los Angeles County.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Director of the Department of Health Services (Director), or designee, to execute Amendment No. 5 (Amendment) to Agreement No. H-705979 (Agreement) with The Center to Promote Healthcare Access, Inc. d.b.a. Alluma (Alluma), effective upon its execution, to: (a) extend the term of the Agreement from January 1, 2023 through March 31, 2024; (b) increase the Maximum Contract Sum by \$1,899,540, from \$7,184,131 to \$9,083,671 for the entire term, which includes Pool Dollars in an amount not to exceed \$435,950 which are unused roll over funds from the previous term; and (c) provide for other changes as set forth herein.

*"To advance the health of our
patients and our
communities by
providing extraordinary
care"*

www.dhs.lacounty.gov



2. Delegate authority to the Director, or designee, to execute future amendments to the Agreement to: a) incorporate administrative changes to the Agreement, including but not limited to: addition, modification, or removal of any relevant terms and conditions to comply with changes in applicable law; (b) approve necessary changes to the Statement of Work (SOW) and/or to the work component pricing with no change to the Maximum Contract Sum; (c) implement additional programmatic and administrative changes, including modifications to the Department of Health Services' (DHS') operational protocols that are reflected in the Agreement and other adjustments that do not materially alter the scope of service; (d) use available Pool Dollars to provide for additional work described in the Agreement as needed, and (e) issue written notice(s) of partial or full termination of the Agreement for convenience without further action by the Board of Supervisors (Board), subject to the review and approval by County Counsel, and, if applicable, the Office of the Chief Information Officer (OCIO).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Background

In 2014, DHS developed a health care program designed to expand access to healthcare services and address gaps in health care access for the residually uninsured residents of the County of Los Angeles (County). At the time, DHS needed an automated solution to determine eligibility for the new My Health LA (MHLA) program, to facilitate selection of the primary care medical home clinics and serve as a mechanism for determining real-time MHLA enrollment. MHLA is a County-run program that provides health care coverage to uninsured, low-income County residents aged 26 through 49.

Alluma is the licensor of a web-based electronic eligibility and enrollment system known as One-e-App (OEA), which provides a single point of entry for the MHLA program. OEA is implemented in numerous counties in California, with county specific customizations. The Board approved the Agreement for OEA in concert with the MHLA program. This solution enables Community Partners (CPs) to determine in real time if the applicant is eligible for MHLA or other health care coverage programs such as Medi-Cal. After an initial screening, if it is determined that the applicant may qualify for Medi-Cal, the applicant is referred to apply for that program.

Justification

On May 1, 2022, the State of California expanded full-scope Medi-Cal to low-income older adults aged 50 and older, regardless of immigration status. Due to this expansion, roughly 60,000 MHLA participants (about 45% of the population in the program), became eligible for Medi-Cal. All of those older adults were disenrolled from MHLA by August 1, 2022. In addition, California plans to expand Medi-Cal further to individuals 26-49 years of age, no sooner than January 1, 2024. This expansion will mean that the MHLA program and OEA will not be needed after early 2024. DHS intends to sunset use of OEA shortly after the remaining MHLA population becomes eligible for Medi-Cal.

At this juncture, OEA is a critical part of the MHLA program, enabling CP clinics to conduct enrollments, re-enrollments, renewals and dis-enrollments, and a fifteen-month extension of the Agreement will ensure the uninterrupted continuation of the web-based electronic eligibility and enrollment system. The recommended extension will enable Alluma to continue to provide, operate, and maintain OEA with all existing functionality as defined in the current Agreement. The software has been customized to fit the needs of the MHLA program and its eligibility rules. It has been modified numerous times since 2014 to adapt to the changes to both the eligibility rules of the MHLA and Medi-Cal.

Recommendations

Approval of the first recommendation will allow the Director, or designee, to: execute the Amendment, substantially similar to Exhibit I, with Alluma to extend the term of the Agreement from January 1, 2023 through March 31, 2024 and increase the Maximum Contract Sum by \$1,899,540.

Approval of the second recommendation will allow the Director, or designee, to incorporate administrative changes, approve necessary changes to the SOW and/or work component pricing with no change to the Maximum Contract Sum, implement additional programmatic and administrative changes, use existing maximum of \$435,950 in Pool Dollars to provide for additional work described in the Agreement, and terminate the Agreement for convenience, subject to review and approval by County Counsel and, if applicable, the OCIO.

Implementation of Strategic Plan Goals

The recommended actions support Strategy III.2, “Embrace Digital Government for the Benefit of Our Internal Customers and Communities” and Strategy III.3, “Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability” of the County’s Strategic Plan.

FISCAL IMPACT/FINANCING

DHS is requesting to extend the term of the Agreement from January 1, 2023 through March 31, 2024; increase the Maximum Contract Sum by \$1,899,540, from \$7,184,131 to \$9,083,671 for the entire term.

Funding request of \$887,040 for FY 22-23 has been included in DHS FY 2022-23 Final Budget. DHS will request funding in future fiscal years, as needed. There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On February 25, 2014, the Board approved the Agreement with Alluma for a 60-month period after final acceptance of the OEA system. On August 13, 2019, the Board approved an extension of the Agreement term through August 31, 2020 with annual extension options that were subsequently exercised through August 31, 2022. Via COVID-19-related delegations of authority subsequently approved by the Board, the Agreement term was extended through December 31, 2022.

DHS notified the Board on March 29, 2022, via Attachment A, of its intent to commence negotiations with Alluma for the Sole Source Agreement extension in accordance with the revised Board Policy No. 5.100, Sole Source Contracts. The Sole Source checklist is attached as Attachment B in compliance with this Board Policy.

County Counsel has approved Exhibit I as to form.

In compliance with Board Policy 6.020 "Chief Information Office Board Letter," the OCIO reviewed the information technology (IT) components of this request and recommends approval of Amendment No. 5. The OCIO determined that this recommended action does not include any new IT items that would necessitate a formal written analysis.

The Agreement includes all Board-required provisions and continues to allow for termination for convenience upon a prior written notice.

The Agreement for the web-based electronic eligibility and enrollment system, including this Amendment, is not a Proposition A Agreement, as the services provided under the Agreement are highly specialized and cannot currently be provided by County staff and, therefore, are not subject to the Living Wage Program (Los Angeles County Code Chapter 2.201).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will ensure the continued provision of the web-based electronic eligibility and enrollment system customized for DHS and CPs that are essential to continuing to streamline benefits enrollment for the MHLA program.

Respectfully submitted,

Reviewed by:

Christina R. Ghaly, M.D.
Director

Peter Loo
Acting Chief Information Officer

CRG:PL:aa

Enclosures

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

March 29, 2022

Los Angeles County
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

Christina R. Ghaly, M.D.
Director

Hal F. Yee, Jr., M.D., Ph.D.
Chief Deputy Director, Clinical Affairs

Nina J. Park, M.D.
Chief Deputy Director, Population Health

Elizabeth M. Jacobi, J.D.
Administrative Deputy

313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

Tel: (213) 288-8050
Fax: (213) 481-0503


www.dhs.lacounty.gov

*"To advance the health of our
patients and our communities by
providing extraordinary care"*



www.dhs.lacounty.gov

TO: Supervisor Holly J. Mitchell, Chair
Supervisor Hilda L. Solis
Supervisor Sheila Kuehl
Supervisor Janice Hahn
Supervisor Kathryn Barger

FROM: Christina R. Ghaly, M.D. 
Director

SUBJECT: **ADVANCE NOTIFICATION OF INTENT TO EXTEND
SOLE SOURCE AGREEMENT NO. H-705979 WITH
THE CENTER TO PROMOTE HEALTHCARE ACCESS,
INC. D.B.A ALLUMA FOR AN ELECTRONIC
ELIGIBILITY AND ENROLLMENT SYSTEM**

This is to advise the Board of Supervisors (Board) that within the next six months, the Department of Health Services (DHS) intends to return to the Board to request approval of an extension to the existing sole source Agreement No. H-705979 (Agreement) with The Center To Promote Healthcare Access, Inc. DBA Alluma (Alluma), (formerly DBA., Social Interest Solutions), for the continued provision of an electronic eligibility and enrollment system, One-E-App (OEA), used at Community Partner (CP) clinic sites and DHS facilities. OEA is utilized to determine and view, respectively, eligibility for the Los Angeles County's (LA County) My Health LA program (MHLA). MHLA is a LA County program responsible for service administration and oversight of contracted CP agencies that provide eligible participants with primary health care. DHS has determined that extending this Agreement is essential to continuing to streamline benefits enrollment for the MHLA program and is in the best economic interest of LA County.

Board Policy No. 5.100 requires written notice of a department's intent to enter into sole source negotiations for extension of a Board approved Agreement at least six months prior to the current Agreement's expiration date. The Agreement will expire on August 31, 2022.

Background

In 2014, DHS developed a health care program designed to expand access to healthcare services and address gaps in health care access for the residually uninsured residents of LA County. At the time, DHS

needed an automated solution to determine eligibility for the new MHLA program, to facilitate selection of the primary care medical home clinics and serve as a mechanism for determining real-time MHLA enrollment. Alluma is the owner and licensor of OEA, which provides a single point of entry for the MHLA program. OEA is implemented in numerous counties in California, with county specific customizations.

The Board approved the Agreement for OEA as a web-based eligibility and enrollment system implemented in concert with the MHLA program. This solution enables CPs to determine in real time if the applicant is eligible for MHLA or other health care coverage programs such as Medi-Cal. After an initial screening, if it is determined that the applicant may qualify for Medi-Cal, the applicant is referred to apply for that program.

Justification

Implementation of OEA streamlined and automated the eligibility and enrollment process for CPs and DHS and allowed for real-time eligibility determination for the program. The software has been customized to fit the needs of the MHLA program and its eligibility rules. It has been modified numerous times since 2014 to adapt to changes to both the eligibility rules of the MHLA and Medi-Cal. It is in the best interest of LA County to proceed with the extension of this sole source Agreement as no other proprietary software has been identified by DHS with the kind of eligibility functionality needed for the MHLA program. Extending this sole source Agreement will enable Alluma to continue to provide and operate OEA to assist eligible participants with accessing health care services through its network of County-contracted CP clinics.

The State of California is expanding full-scope Medi-Cal to low-income older adults, regardless of immigration status, on May 1, 2022. Due to this expansion, roughly 60,000 MHLA participants (about 45% of the population in the program), will become eligible for Medi-Cal and be disenrolled from MHLA. In addition, Governor Newsom has proposed expanding Medi-Cal further to individuals ages 26 – 49 years of age, no sooner than January 1, 2024. While this change requires the passage of legislation, this expansion will mean that the MHLA program, and OEA, may not be needed after early 2024. DHS plans to negotiate a short-term extension of the Agreement to address the needs of MHLA until early 2024.

DHS also has several purchase orders with Alluma for an online community resource platform called One Degree. DHS staff currently use One Degree to search for community resources to meet patients' social service needs and to refer patients to organizations where they can receive the appropriate community resources. In addition, LA County uses One Degree to support the COVID-19 testing map. To streamline and improve LA County's terms with respect to One Degree, DHS may transition the existing purchase orders to the Agreement.

Conclusion

Each Supervisor
March 29, 2022
Page 2

DHS has determined that Alluma is uniquely positioned to continue providing for an electronic eligibility and enrollment system used at CP clinic sites and DHS facilities. DHS will commence negotiations for the Agreement's extension no earlier than four weeks from date of this notification unless otherwise instructed by the Board.

If you have any questions, you may contact me or your staff may contact Anna Gorman, COO of CP, at (626) 525-5396 or by email at AGorman@dhs.lacounty.gov.

CRG:az

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

SOLE SOURCE CHECKLIST

Department Name: _____

- ☐ New Sole Source Contract
- ☐ Sole Source Amendment to Existing Contract
- Date Existing Contract First Approved: _____

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

Erika Bonilla

Chief Executive Office

Date

Agreement No.: H-705979

AGREEMENT FOR WEB-BASED ONE-e-APP SYSTEM AND RELATED SERVICES
BETWEEN COUNTY OF LOS ANGELES AND THE CENTER TO PROMOTE
HEALTHCARE ACCESS, INC. D.B.A. ALLUMA

Amendment No. 5

THIS AMENDMENT is made and entered into this ____ day of _____, 2022,

By and between

COUNTY OF LOS ANGELES
(hereafter "County")

And

THE CENTER TO PROMOTE
HEALTHCARE ACCESS, INC.,
D.B.A. ALLUMA
(hereafter "Contractor")

Business Address:
360 Grand Ave., Unit 190
Oakland, CA 94610

WHEREAS, reference is made to that certain document entitled "AGREEMENT FOR WEB-BASED ONE-e-APP SYSTEM AND RELATED SERVICES BETWEEN COUNTY OF LOS ANGELES AND THE CENTER TO PROMOTE HEALTHCARE ACCESS, INC. D.B.A. ALLUMA (FORMERLY D.B.A. SOCIAL INTEREST SOLUTIONS)" dated March 5, 2014, and further identified as Agreement No.: H-705979, including any amendments and any other modifications thereto (cumulatively hereafter referred to as "Agreement"); and

WHEREAS, on December 6, 2022, the Board delegated authority to the Director of Health Services, or designee, to, among other delegations, (i) extend the term of the Agreement for one year and three months, (ii) increase the Maximum Contract Sum, which includes Pool Dollars that are roll over funds from the previous term, (iii) incorporate administrative changes to the Agreement, including but not limited to: addition, modification, or removal of any relevant terms and conditions and to comply with changes in applicable law, (iv) approve necessary changes to the Statement of Work (SOW) and/or to the work component pricing with no change to Maximum Contract Sum, and (v) implement additional programmatic and administrative changes, and (vi) use Pool Dollars to provide for additional work described in the Agreement as needed, subject to the review and approval by County Counsel, and, if applicable, the Office of the Chief Information Office; and

WHEREAS, the Agreement is slated to expire on December 31, 2022; and

WHEREAS, it is the intent of the parties hereto to: (i) amend the Agreement to extend its term from January 1, 2023 through March 31, 2024, (ii) increase the Maximum Contract Sum by a total of \$1,899,540 for the extension term, which includes Pool Dollars for additional work in an amount not to exceed the current maximum amount of \$435,950 that are roll over funds from the previous term, and (iii) provide for other changes set forth herein; and

WHEREAS, the Agreement, Sub-paragraph 6.3 (Amendments) provides that such changes may be made in the form of an Amendment, which is formally approved and executed by the parties; and

WHEREAS, the Contractor warrants that it continues to possess the competence, expertise and personnel necessary to provide services consistent with the requirements of the Agreement and consistent with the professional standard of care for these services.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall be effective upon execution by both parties.
2. The Agreement, Paragraph 7.0 (Term), is deleted in its entirety and replaced to read as follows:

"7.0. TERM

The term of this Agreement shall commence on March 5, 2014, and shall expire on March 31, 2024, unless sooner extended or terminated, in whole or in part, as provided in this Agreement."

3. The Agreement, Paragraph 8.2 (Maximum Contract Sum), Subparagraph 8.2.1, is deleted in its entirety and replaced to read as follows:

"8.2 MAXIMUM CONTRACT SUM

- 8.2.1 The "Maximum Contract Sum" under this Agreement is Nine Million, Eighty-Three Thousand, Six Hundred Seventy-One Dollars (\$9,083,671) and is allocated as set forth in revised Exhibit D-3 (Pricing Schedule). The Maximum Contract Sum shall be the total monetary amount that can be paid by County to Contractor for supplying all the tasks, deliverables, goods, services and other Work provided by Contractor under this Agreement as set forth in Exhibit D-3 (Pricing Schedule), but is not a commitment or offer on part of County to spend such sums allocated under the Maximum Contract Sum for Additional Work. Contractor shall perform and complete all Work required of Contractor by this Agreement during the Initial Term, any exercised Option Term, or any extension

Term in exchange for the amounts to be paid to Contractor as set forth in this Agreement, but in any event, not in excess of the Maximum Contract Sum."

4. The Agreement, Paragraph 10.0 INVOICES AND PAYMENTS, Subparagraph 10.9 (INVOICE SCHEDULE) is deleted in its entirety and replaced to read as follows:

"10.9 INVOICE SCHEDULE

On September 1, 2022, Contractor shall be entitled to invoice County in the amount of \$237,960 for monthly System Maintenance Fees of \$59,490 per month for the period of September 1, 2022 through December 31, 2022.

On January 1, 2023, Contractor shall be entitled to invoice County in the amount of \$443,520 for System Maintenance Fees for the period of January 1, 2023 through March 31, 2023.

On April 1, 2023, Contractor shall be entitled to invoice County in the amount of \$443,520 for System Maintenance Fees for the period of April 1, 2023 through June 30, 2023.

On July 1, 2023, Contractor shall be entitled to invoice County in the amount of \$337,500 for System Maintenance Fees for the period of July 1, 2023 through September 30, 2023.

On October 1, 2023 and thereafter, Contractor shall be entitled to invoice County monthly in advance in the amount of \$112,500 per month for System Maintenance Fees until the termination or expiration of the Agreement."

5. The Agreement, Exhibit A (Additional Terms and Conditions), Sub-Paragraph 6.1 (Termination for Convenience) is deleted in its entirety and replaced to read as follows:

"6.1 TERMINATION FOR CONVENIENCE

This Agreement may be terminated, in whole or in part from time to time, by the County in its sole discretion for any reason. Termination of Work hereunder shall be effected by delivery to Contractor of a notice of termination specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which termination becomes effective shall be: (i) no less than ninety (90) days after written notice; and (ii) no sooner than October 1, 2023."

6. The Agreement is modified to add Exhibit A (Additional Terms and Conditions), Paragraph 66 (SOC II Audit), Paragraph 67 (Storage and Transmission of County Confidential Information), Paragraph 68 (Return or Destruction of County Confidential Information), Paragraph 69 (Security Audit) and Paragraph 70 (Access Control) to read as follows:

"66.0 SOC II AUDIT

The Contractor agrees to conduct an annual System and Organization Controls (SOC 2 type II) audit or equivalent (i.e. The International Organization for Standardization (ISO) and the International Electrotechnical Commission (IEC) 27001:2013 certification audit or Health Information Trust Alliance (HITRUST) Common Security Framework certification audit) of its internal controls for security, availability, integrity, confidentiality, and privacy. The Contractor shall have a process for correcting control deficiencies that have been identified in the audit, including follow up documentation providing evidence of such corrections. The results of the audit and the Contractor's plan for addressing or resolving the audit findings shall be shared with Departmental Information Security Officer within ten (10) business days of the Contractor's receipt of the audit results. The Contractor agrees to provide County with the current audit certifications upon request.

67.0 STORAGE AND TRANSMISSION OF COUNTY CONFIDENTIAL INFORMATION

All County Confidential Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the Departmental Information Security Officer.

The Contractor will encrypt County Confidential Information transmitted on networks outside of the Contractor's control with Transport Layer Security (TLS) 1.2 or above or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by the Departmental Information Security Officer.

All mobile devices storing County Confidential Information shall be managed by a mobile device management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/personal computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the Departmental Information Security Officer.

68.0 RETURN OR DESTRUCTION OF COUNTY CONFIDENTIAL INFORMATION

The Contractor shall return or destroy County Confidential Information in the manner prescribed in this paragraph.

a. Return or Destruction. Upon County's written request, or upon expiration or termination of this Agreement for any reason, Contractor shall (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Confidential Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Contract; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in subsection (i) above. For all documents or materials referred to in subsections (i) and (ii) of this Subparagraph that the County requests be returned to the County, the Contractor shall provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in subsections (i) and (ii) of this Subparagraph that the County requests be destroyed, the Contractor shall provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Subparagraph. Upon termination or expiration of the Agreement or at any time upon the County's request, the Contractor shall return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.

b. Method of Destruction. The Contractor shall destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise

reconstructed; and (ii) purging, or destroying electronic media containing County Confidential Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Confidential Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Confidential Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Agreement or at any time upon the County's request. On termination or expiration of this Agreement, the County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

69.0 SECURITY INCIDENTS

The Contractor shall promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any attempted or successful unauthorized (i) access, use, disclosure, modification, destruction, sharing, application, examination, analysis, release, transfer, or divulging in any other manner (whether oral, electronic, or in writing) of County Confidential Information; (ii) interference with any equipment or interconnected system or subsystem of equipment or technology assets; or (iii) significant violation of County policy ("Incident"), within twenty-four (24) hours of detection of the Incident. All notifications shall be submitted via encrypted email and telephone. Incident does not include unsuccessful attempts to penetrate computer networks or servers maintained or utilized by Contractor that are immaterial incidents that occur on a routine basis and that do not constitute an actual threat to the County and the County Confidential Information.

County Chief Information Security Officer and Chief Privacy Officer email

CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

Jeffrey Aguilar
Chief Information Security Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 253-5600

Chief Privacy Officer:

Lillian Russell
Chief Privacy Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 351-5363

Departmental Information Security Officer:

EHD@dhs.lacounty.gov and helpdesksup@dhs.lacounty.gov

Vahe Haratounian
Department of Health Services Information Security Officer
Health Services Administration
313 North Figueroa, Suite 317
Los Angeles, CA 90012
(323) 409-8000

- a. Include the following Information in all notices:
 - i. The date and time of discovery of the Incident,
 - ii. The approximate date and time of the Incident,
 - iii. A description of the type of County Confidential Information involved in the reported Incident, and
 - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
 - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- b. Cooperate with the County to investigate the Incident and seek to identify the specific County Confidential Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor shall provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.
- c. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.

- d. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- e. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Confidential Information.

Notwithstanding any other provisions in this Agreement, the Contractor shall be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Confidential Information caused by the Contractor's weaknesses, negligence, errors, or lack of information security or privacy controls or provisions.

70.0 ACCESS CONTROL

Subject to and without limiting the requirements under Paragraph 67 (Storage and Transmission of County Confidential Information), County Confidential Information (i) may only be made available and accessible to those parties explicitly authorized under the Agreement or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Paragraph 67 (Storage and Transmission of County Confidential Information)) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the Departmental Information Security Officer in writing. The foregoing requirements shall apply to back-up media stored by the Contractor at off-site facilities.

The Contractor shall implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor

authentication, use of virtual private networks (VPN), authorization, and event logging;

- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Confidential Information is removed in a timely manner;
 - d. Applications will include access control to limit user access to County Confidential Information and application system functions;
 - e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor shall record, review and act upon all events in accordance with Incident response policies set forth in Paragraph 69 (Security Incidents); and
 - f. In the event any hardware, storage media, or removable media (as described in Paragraph 67 (Storage and Transmission of County Confidential Information)) must be disposed of or sent off-site for servicing, the Contractor shall ensure all County Confidential Information, has been eradicated from such hardware and/or media using industry best practices pursuant to Paragraph 67 (Storage and Transmission of County Confidential Information)."
7. The Agreement, Exhibit D-2 (Pricing Schedule), is deleted in its entirety and replaced by Exhibit D-3 (Pricing Schedule) attached hereto and incorporated herein by reference. Any reference to Exhibit D-2 in the Agreement shall hereafter be replaced by Exhibit D-3.
8. Except for the changes set forth hereinabove, the Agreement shall not be changed in any respect by this Agreement.

/

/

/

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by the County's Director of Health Services, or authorized designee, and Contractor has caused this Amendment to be executed on its behalf by its duly authorized officer(s), on the day, month, and year first above written.

COUNTY OF LOS ANGELES

By: _____ for
Christina R. Ghaly, M.D.
Director of Health Services

CONTRACTOR

THE CENTER TO PROMOTE
HEALTHCARE ACCESS, INC., D.B.A.
ALLUMA

By: Steve Spiker
Signature

Stephen Spiker
Printed Name

Chief of Programs & Technology
Title

APPROVED AS TO FORM:
DAWYN HARRISON
Acting County Counsel

By: _____
Lillian Anjargolian
Deputy County Counsel

PRICING SCHEDULE

EXHIBIT D-3

This Exhibit D-3 sets forth the pricing and payment terms for the work to be provided by Contractor pursuant to the Agreement, including the Software License, Implementation Services, System Maintenance, Support, and Additional Work. The System shall accommodate the number of users as set forth in Section 3.4 (Hosting Infrastructure) of Exhibit B (Statement of Work).

1.0 MAXIMUM CONTRACT SUM

The Maximum Contract Sum shall be County's maximum obligation by Contract Year (CY) during the entire term of the Agreement, and shall include (i) System Implementation Fees, (ii) System Maintenance Fees, (iii) Support Fees for Ongoing Training and Reporting, (iv) Support for Additional New Concurrent Users, and (v) Pool Dollars for Additional Work that may be provided by Contractor upon County's request and approval. The payment schedule for the Fees below is set forth in Section 2 (Payment Schedule).

| Work Component ¹ | One-Time Fees | CY1 | CY2 | CY3 | CY4 | CY5 | CY6 | CY7 | CY8 | CY9 ⁴ (Effective 9/1/22 - 12/31/22) | CY9/CY10 ⁵ (Effective 1/1/23 - 3/31/24) | Total Fees by Work |
|--|--------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|--|--|--------------------|
| A. System Implementation | \$1,181,500 | | | | | | | | | | | \$1,181,500 |
| B. System Maintenance ² | | \$418,525 | \$439,201 | \$460,911 | \$483,707 | \$507,642 | \$527,774 | \$548,913 | \$571,108 | \$237,960 | \$1,899,540 | \$6,095,281 |
| C. Support (Training and Reporting) | | \$125,000 | \$131,250 | \$137,813 | \$144,703 | \$151,938 | \$159,535 | \$167,512 | \$175,887 | \$0.00 | \$0.00 | \$1,193,638 |
| D. Support for Additional New Concurrent Users (per 150 Concurrent Users) ³ | | | | | | | | | | | | \$177,302 |
| E. Pool Dollars | | | | | | | | | | | | \$435,950 |
| Total Fees by CY | \$1,181,500 | \$543,525 | \$570,451 | \$598,724 | \$628,410 | \$659,580 | \$687,309 | \$716,424 | \$746,996 | \$237,960 | \$1,899,540 | \$9,083,671 |

PRICING SCHEDULE

- ¹ For Contract Years 1-8, each work component is subject to a 5% increase from the previous Contract Year.
- ² For Contract Years 1-8, the System Maintenance Fee may be adjusted to reflect the actual support for concurrent users (i.e., the addition of concurrent users beyond the number of users set forth in Exhibit B (Statement of Work)). \$5,000 of said Fee per Contract Years 1-8 are specifically allocated for Contractor's administrative overhead costs that are not subject to the 5% increase as described in Footnote 1.
- ³ Commencing on CY 1, support for each additional new concurrent user shall be \$130 per user.
- ⁴ CY9 is comprised of a 25% fee increase for only System Maintenance for the period of September 1, 2022 through December 31, 2022.
- ⁵ CY9/CY10 is comprised of Total Fees of \$1,899,540 for only System Maintenance for the period of January 1, 2023 through March 31, 2024. The breakdown of Total Fees for CY9/CY10 are as follows:
- \$443,520 for System Maintenance Fees for the period of January 1, 2023 through March 31, 2023,
 - \$443,520 for System Maintenance Fees for the period of April 1, 2023 through June 30, 2023,
 - \$337,500 for System Maintenance Fees for the period of July 1, 2023 through September 31, 2023,
 - \$337,500 for System Maintenance Fees for the period of October 1, 2023 through December 31, 2023,
 - \$337,500 for System Maintenance Fees for the period of January 1, 2024 through March 31, 2024.

2.0 PAYMENT SCHEDULE

A. SYSTEM IMPLEMENTATION

System Implementation fees will be paid in 30 days installments in arrears as follows:

| Days After Effective Date | Payment Amount | Percentage of Total System Implementation Fees |
|----------------------------|--------------------|--|
| 30 | \$236,300 | 20% |
| 60 | \$236,300 | 20% |
| 90 | \$236,300 | 20% |
| 120 | \$236,300 | 20% |
| Following Final Acceptance | \$236,300 | 20% |
| Totals | \$1,181,500 | 100% |

The final payment for System Implementation Fees will be made following Final Acceptance.

PRICING SCHEDULE**B. SYSTEM MAINTENANCE FEES**

System Maintenance Fees for Contract Year 1 through Contract Year 8 will be paid in monthly installments in arrears in accordance with the Agreement.

The County will pay the Contractor the monthly System Maintenance Fee of \$59,490 for the period of September 1, 2022 through December 31, 2022 for Contract Year 9 as an advance payment in the amount of \$237,960 upon receiving an invoice in accordance with the Agreement, 10.0 INVOICES AND PAYMENTS, Subparagraph 10.9 (INVOICE SCHEDULE).

The County will pay the Contractor the System Maintenance Fee of \$1,899,540 for the period of January 1, 2023 through March 31, 2024 for Contract Year 9/Contract Year 10, upon receiving an invoice in accordance with the Agreement, 10.0 INVOICES AND PAYMENTS, Subparagraph 10.9 (INVOICE SCHEDULE).

C. SUPPORT FOR TRAINING AND REPORTING

Support for ongoing Training and Reporting will be paid in accordance with the Agreement, upon approval by County. Support for ongoing Training and ongoing Reporting is inclusive of associated travel and lodging expenses.

D. SUPPORT FOR ADDITIONAL NEW CONCURRENT USERS

The threshold shall be set at 150 additional concurrent users per Contract Calendar Year. If fewer than 150 additional concurrent users are added to the System within any given Contract Year, the payments provided in Section 1 shall not apply.

E. POOL DOLLARS FOR ADDITIONAL WORK

All payment approved and paid by County shall correspondingly reduce the maximum Pool Dollars available for Additional Work as described in the Agreement and Exhibit B (Statement of Work).

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

| | | | | | | | | |
|--|---|--|--|---|--|--|---|--|
| CLUSTER AGENDA REVIEW DATE | 11/09/2022 | | | | | | | |
| BOARD MEETING DATE | 12/6/2022 | | | | | | | |
| SUPERVISORIAL DISTRICT AFFECTED | <input type="checkbox"/> All <input checked="" 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) | CHILDREN AND FAMILY SERVICES | | | | | | | |
| SUBJECT | Approve a 9-year lease renewal for 49,414 square feet of office space and 218 onsite parking spaces at 801 Corporate Center Drive, Pomona | | | | | | | |
| PROGRAM | Regional Office | | | | | | | |
| 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: N/A | | | | | | | |
| DEADLINES/ TIME CONSTRAINTS | The existing lease has been on month-to-month holdover since the current lease expired on March 31, 2022. | | | | | | | |
| COST & FUNDING | <table border="1" style="width: 100%;"> <tr> <td style="width: 50%;"> Total cost: \$13,221,000 over 9 years </td><td style="width: 50%;"> Funding source: The rental costs will be funded 45 percent by Federal & State Funds and 55 percent Net County Costs. </td></tr> <tr> <td colspan="2"> TERMS (if applicable): The proposed lease will have an annual cost of \$1,000,634 for the first year, wherein the landlord will be responsible for payment of all operating expenses, including utilities, janitorial and repair and maintenance to the building. The landlord is contributing \$1,235,350 towards Tenant Improvements for new carpet and paint, repairs and refurbishments to the premises. </td></tr> <tr> <td colspan="2"> Explanation: Sufficient funding to cover the proposed rent for the first year of the lease term is included in the Fiscal Year (FY) 2022-2023 Rent Expense budget and will be billed back to DCFS. Beginning in FY 2023-24, ongoing funding for costs associated with the proposed lease will be part of the budget for DCFS until lease termination. </td></tr> </table> | | Total cost: \$13,221,000 over 9 years | Funding source: The rental costs will be funded 45 percent by Federal & State Funds and 55 percent Net County Costs. | TERMS (if applicable): The proposed lease will have an annual cost of \$1,000,634 for the first year, wherein the landlord will be responsible for payment of all operating expenses, including utilities, janitorial and repair and maintenance to the building. The landlord is contributing \$1,235,350 towards Tenant Improvements for new carpet and paint, repairs and refurbishments to the premises. | | Explanation: Sufficient funding to cover the proposed rent for the first year of the lease term is included in the Fiscal Year (FY) 2022-2023 Rent Expense budget and will be billed back to DCFS. Beginning in FY 2023-24, ongoing funding for costs associated with the proposed lease will be part of the budget for DCFS until lease termination. | |
| Total cost: \$13,221,000 over 9 years | Funding source: The rental costs will be funded 45 percent by Federal & State Funds and 55 percent Net County Costs. | | | | | | | |
| TERMS (if applicable): The proposed lease will have an annual cost of \$1,000,634 for the first year, wherein the landlord will be responsible for payment of all operating expenses, including utilities, janitorial and repair and maintenance to the building. The landlord is contributing \$1,235,350 towards Tenant Improvements for new carpet and paint, repairs and refurbishments to the premises. | | | | | | | | |
| Explanation: Sufficient funding to cover the proposed rent for the first year of the lease term is included in the Fiscal Year (FY) 2022-2023 Rent Expense budget and will be billed back to DCFS. Beginning in FY 2023-24, ongoing funding for costs associated with the proposed lease will be part of the budget for DCFS until lease termination. | | | | | | | | |
| PURPOSE OF REQUEST | Approval of the recommended actions will authorize and provide the necessary office space needs for DCFS. | | | | | | | |
| BACKGROUND (include internal/external issues that may exist including any related motions) | The County has leased the subject location since April 1, 2012. The facility adequately meets the office space needs of DCFS. The holdover is subject to landlord's consent and they may elect to terminate the County's tenancy with 60 days' notice. | | | | | | | |
| 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: Continue to provide services and maintain a strong presence in the community. | | | | | | | |
| DEPARTMENTAL CONTACTS | Name, Title, Phone # & Email: Michael Navarro, Lease Section Chief, 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

December 6, 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:

**NINE-YEAR LEASE
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
801 CORPORATE CENTER DRIVE, POMONA
(FIRST DISTRICT) (3 VOTES)**

SUBJECT

Approval of a proposed nine-year lease renewal to provide the Department of Children and Family Services (DCFS) continued use of 49,414 square feet of office space and 218 on-site parking spaces for its regional office.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed lease renewal is exempt from the California Environmental Quality Act (CEQA), for the reasons stated in this Board letter and in the record of the project.
2. Authorize the Chief Executive Officer, or her designee, to execute the proposed lease renewal with Small Giant, Inc. (Landlord), for approximately 49,414 square feet of office space and 218 on-site parking spaces located at 801 Corporate Center Drive, Pomona, CA 91768 (Premises) to be occupied by DCFS. The estimated maximum first year base rental cost is \$1,000,634 which includes three months of base rent abatement. The estimated total lease renewal cost is \$13,221,000 over the nine-year term. The rental costs will be funded 45 percent by State and federal funds and 55 percent by net County cost (NCC) that is already included in DCFS' existing budget. The department will not be requesting additional NCC for this lease renewal.

Board of Supervisors
HILDA L. SOLIS
First District

HOLLY J. MITCHELL
Second District

SHEILA KUEHL
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

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

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The County has leased the Premises since April 1, 2012, for use by DCFS. These Premises serve as the DCFS regional office for the city of Pomona and its surrounding areas and provides direct services to families in crisis and a full-service direct child-protection system. The lease expired on March 31, 2022, and is currently on a month-to-month holdover basis, with no additional holdover fee charged by the Landlord. DCFS has requested to renew this lease so that it may continue to provide services at this location.

There are 276 staff at these Premises and approximately 150 visitors per day. The facility serves a high concentration of clients residing in the area and remains in a central location that is easily accessible by major freeways and public transportation routes.

DCFS would like to remain in its current location due to the high cost of relocating, and lack of suitable space alternatives in their service area. The proposed lease renewal meets DCFS' space requirements, including their parking demands.

Although teleworking is possible, most of the DCFS functions at this facility require direct in-person services. These services include supervised visitation, client interviews, and collaboration from other DCFS programs to support the daily operational needs of children and families. Parent-child visitation is one of the strongest determinants of a successful and expeditious reunification as it pertains to the goals of programs offered by DCFS. This facility will bring in staff from other DCFS programs to help support Children's Social Workers to carry out their day-to-day work and achieve better space utilization. Workflow re-arrangement has been implemented and currently facilitates remote work when possible.

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

Implementation of Strategic Plan Goals

The Countywide Strategic Plan Goal 3 -*"Realize Tomorrow's Government Today"* - provides that our increasingly dynamic, and complex environment, challenges our collective abilities to respond to public needs and expectations. We want to be an innovative, flexible, effective, and transparent partner focused on advancing the common good.

The proposed lease is also consistent with Strategic Asset Management Goal of Strengthen connection between service priorities and asset decisions and Key Objective No.1 - Maintain Asset Inventory.

The proposed lease supports the above goals and objective by allowing DCFS to continue operating in a location directly in the community which provides easy access to information and responsive services.

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

FISCAL IMPACT/FINANCING

The aggregate cost associated with the proposed lease renewal over the entire term is \$13,221,000 as shown on Enclosure B-1. The rental costs will be funded 45 percent by State and federal funds and 55 percent by NCC that is already included in DCFS' existing budget. DCFS will not be requesting additional NCC for this action.

Sufficient funding to cover the proposed rent for the first year of the proposed lease renewal term is included in the Fiscal Year (FY) 2022-23 Rent Expense budget and will be billed back to DCFS. DCFS has sufficient funding in its 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 lease renewal will be part of the budget for the DCFS.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

- Upon commencement of the proposed lease renewal, the annual rental rate will increase from \$24.42 per square foot, per year to \$27.00 per square foot, per year including parking. Base rent is subject to fixed annual increases of 3 percent.
- The Landlord is providing a turn-key build-out within the Premises at no additional cost to the County, which includes, but is not limited to, new LED lighting, new carpet and paint per County specifications, and refurbishment of furniture, fixtures, and equipment. The estimated cost of the Landlord's tenant improvement work is \$1,235,350 (\$25.00 per square foot).
- Landlord, at its expense (exclusive of the tenant improvement work), shall repair/replace exterior doors and slab within the premises, modernize the common corridor, elevator lobby, and common area restrooms, and restripe the parking area of the building.

- Landlord shall, at its sole cost and expense, be responsible for any work to bring the building or Premises in compliance with applicable City, County, State and Federal building codes, regulations and ordinances required for legal occupancy
- The Landlord is responsible for all operating and maintenance cost of the building and all utilities and janitorial costs. The County has no responsibility for any operating and maintenance costs.
- The estimated maximum first year rental cost of \$1,334,178, including parking, is adjusted to \$1,000,634 after deducting a one-time credit of \$333,545 for three months of free rent.
- A comparison of the existing lease and the option terms are shown on Enclosure B-2.
- A nine-year term with no option to extend.
- The County has the right to terminate the proposed lease renewal early any time after 84 months, with nine months' notice subject to a fee equal to the cost of the unamortized tenant improvement work, not to exceed \$275,149.78.
- Holdover at the proposed lease renewal expiration is permitted on the same lease terms and conditions and the monthly base rent during the holdover period will be at the base rent at the time of the lease renewal expiration, subject to adjustments from time to time in accordance with the lease renewal. No additional holdover fee will be charged by the Landlord.
- The proposed lease renewal will be effective upon the first day of the first calendar month following approval of the lease by the Board and full execution of the lease renewal by both parties.

The Chief Executive Office (CEO) conducted a market search of available office space for lease but was unable to identify any sites that could accommodate this requirement more economically. Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$26.40 and \$33.60 per square foot, per year. The base annual rental rate of \$27.00 per square foot, per year for the proposed lease renewal represents a rate that is within the market range for the area. Further, relocation to a new building would require costly new tenant improvements and disrupt services as well as take significant time. We recommend the proposed facility as the most suitable to meet the County's space requirements.

The CEO has communicated with co-working office space companies about office space for the applicable programs, and they have informed us that their co-working office space does not have available space large enough to house this requirement in the Pomona area.

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

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

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

ENVIRONMENTAL DOCUMENTATION

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

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

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:OM:FC:gb

Enclosures

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

**Department of Children & Family Services
801 Corporate Center Dr., Pomona**

Asset Management Principles Compliance Form¹

| | | | | | |
|---|---|--|------------|-----------|------------|
| 1. | <u>Occupancy</u> | | Yes | No | N/A |
| A | Does lease consolidate administrative functions? | | X | | |
| B | Does lease co-locate with other functions to better serve clients? | | X | | |
| C | Does this lease centralize business support functions? | | X | | |
| D | Does this lease meet the guideline of 200 sq. ft of space per person? No. Ratio is approximately 179 square feet per person. | | | X | |
| E | Does lease meet the 4/1000 sq. ft. parking ratio guideline? 4.4/1000 ratio. | | X | | |
| F | Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location? | | X | | |
| 2. | <u>Capital</u> | | | | |
| A | Is it a substantial net County cost (NCC) program? | | 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? | | | | |
| F | Is Building Description Report attached as Enclosure C? | | X | | |
| G | Was build-to-suit or capital project considered? This is a renewal of existing space. | | | X | |
| 3. | <u>Portfolio Management</u> | | | | |
| A | Did department utilize CEO Space Request Evaluation (SRE)? | | X | | |
| B | Was the space need justified? | | X | | |
| C | If a renewal lease, was co-location with other County departments considered? | | X | | |
| D | Why was this program not co-located with other County departments? | | | | |
| | 1. ____ The program clientele requires a "stand alone" facility. | | | | |
| | 2. <u>x</u> No suitable County occupied properties in project area. | | | | |
| | 3. ____ No County-owned facilities available for the project. | | | | |
| | 4. ____ Could not get City clearance or approval. | | | | |
| | 5. ____ The Program is being co-located. | | | | |
| E | Is lease a full-service lease? | | 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? – REMOVE Footnotes and this note once form is prepared] | | | | | |

OVERVIEW OF THE PROPOSED BUDGETED LEASE COSTS

801 Corporate Center Drive, Pomona
DCFS

Leased Area 49,414
Term 108 months / 9 years

| | Per RSF Per Month (\$) | Per RSF Per Year (\$) |
|---------------|---------------------------|--------------------------|
| FSG Base Rent | \$2.25 | \$27.00 |

Annual FSG Base Rent Adjustment 3%

| | 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 | Total 9 Year Rental Costs |
|---|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|------------------------------|
| Annual FSG Base Rent Costs ¹ | \$1,334,178 | \$1,374,203 | \$1,415,429 | \$1,457,892 | \$1,501,629 | \$1,546,678 | \$1,593,078 | \$1,640,871 | \$1,690,097 | \$13,554,000 |
| Rent Abatement ² | (\$333,545) | | | | | | | | | (\$334,000) |
| Total Paid to Landlord | \$1,000,634 | \$1,374,203 | \$1,415,429 | \$1,457,892 | \$1,501,629 | \$1,546,678 | \$1,593,078 | \$1,640,871 | \$1,690,097 | \$13,221,000 |

¹ The Annual FSG Base Rent includes increases fixed at 3 percent per annum.
² Base Rent abated for months 2 through 4 of the Lease Term.
³ This analysis assumes there is no low voltage expense budgeted.
⁴ Landlord is performing the Landlord Work & TI Work at their sole cost and expense.
***Calculation note: All numbers are rounded up to ensure sufficient funds available to pay the specified expense.**

COMPARISON OF THE PROPOSED LEASE TO EXISTING LEASE

| | Existing Lease: 801 Corporate Center Dr., Pomona | Proposed Lease 801 Corporate Center Dr., Pomona | Change |
|---|---|--|-----------------------|
| Area (Square Feet) | 49,414 sq.ft. | 49,414 sq.ft. | No change |
| Term (years) | 10 years | 9 years ⁽¹⁾ | -1 year |
| Annual Base Rent (Base rent includes 218 parking spaces) | \$1,206,639.84 (\$24.42 per sq. ft. annually) | \$1,334,178.00 (\$27.00 per sq. ft. annually) | \$127,538.16 annually |
| Rent Abatement | Not Applicable | -\$333,545.50 ⁽²⁾ | -\$333,545.50 |
| Total Paid to Landlord | \$1,206,639.84 | \$1,000,633.50 | -\$206,005.84 |
| Rental rate adjustment | Annual CPI adjustments capped at 4 percent with no minimum. | Annual adjustments fixed at 3 percent. | Fixed vs fluctuating. |

(1) Early Termination right anytime following the 7th anniversary of the Commencement Date

(2) Base Rent abated for months 2 through 4 of the Lease Term.

DEPARTMENT OF CHILDREN FAMILY SERVICES

SPACE SEARCH – 3 MILE RADIUS FROM 801 CORPORATE CENTER DRIVE,
POMONA

| LACO | Facility Name | Address | Ownership | Proprietor | Gross SqFt | SQ FT Available |
|------|---|---------------------------------------|-----------|------------------------------|------------|-----------------|
| 0556 | Sheriff - Aero/Parks Bureau - Office | 1911 Mckinley Ave La Verne 91750 | Leased | Sheriff | 2400 | None |
| A238 | DCSS - Pomona | 3179 W Temple Ave Pomona 91768 | Leased | Child Support Services | 50756 | None |
| A670 | DCFS - Corporate Center | 801 Corporate Center Dr Pomona 91768 | Leased | Children and Family Services | 49414 | None |
| A036 | Probation - Pomona Valley Area Office | 1660 W Mission Blvd Pomona 91766 | Leased | Probation | 21680 | None |
| D602 | DPSS - Pomona WS District Office | 2040 W Holt Ave Pomona 91768 | Owned | Public Social Services | 54265 | None |
| F437 | PW Flood - Puddingstone Office | 150 E Puddingstone Dr San Dimas 91773 | Owned | Public Works | 240 | None |
| 4135 | Brackett Field - Administration Building - 1 | 1615 W Mckinley Ave La Verne 91750 | Owned | Public Works | 9393 | None |
| 5946 | Frank G. Bonelli Regional Park - Boat Inspection Office | 120 Via Verde San Dimas 91773 | Owned | Parks and Recreation | 755 | None |
| 5941 | Frank G. Bonelli Regional Park | 120 Via Verde San Dimas 91773 | Owned | Parks and Recreation | 764 | None |
| X561 | Frank G. Bonelli Regional Park - Regional Headquarters Building | 120 Via Verde San Dimas 91773 | Owned | Parks and Recreation | 2646 | None |
| T059 | Bonelli - Park Services Bureau Sub - Station Trailer | 120 Via Verde San Dimas 91773 | Owned | Sheriff | 1391 | None |
| A019 | Air Operations 24 - Hr Multi - Mission Squad | 1889 Mckinley Ave La Verne 91750 | Leased | Fire Department | 9600 | None |

FACILITY LOCATION POLICY ANALYSIS

Proposed lease: Nine-year lease for the Department of Children and Family Services– 801 Corporate Center Drive, Pomona – First District.

A. Establish Service Function Category – Regional office providing direct services for the city of Pomona and surrounding areas

B. Determination of the Service Area – The proposed lease will allow DCFS to continue operations of multiple programs in an area that serves a high volume of clients.

C. Apply Location Selection Criteria to Service Area Data

- Need for proximity to service area and population: Continued need for existing operation in the current location due to high concentration of clients in the area.
- Need for proximity to existing County facilities: Positive co-location with County Department partners such as Mental Health, Public Social Services, and Child Support Services Department.
- Need for proximity to Los Angeles Civic Center: N/A. the current site provides a geographically appropriate location directly within DCFS' service area. The site is approximately 27 miles east of Downtown Los Angeles and is easily accessible by freeway with access to public transportation.
- Economic Development Potential: N/A
- Proximity to public transportation: The location is adequately served by local transit services, including Foothill Transit Bus lines, Metro local bus lines, and Metrolink San Bernardino and Riverside rail lines. The office is within a half mile proximity to the interstate 10 freeway, highway 71 and highway 57.
- Availability of affordable housing for County employees: The surrounding area provides for affordable housing and rental opportunities.
- Use of historic buildings: N/A
- Availability and compatibility of existing buildings: There is no space available in existing County-owned buildings to meet the DCFS' service needs.
- Compatibility with local land use plans: The City of Pomona has been notified of the proposed County use which is consistent with its use and zoning for office space at this location.
- Estimated acquisition/construction and ongoing operational costs: The aggregate cost associated with the proposed lease over the entire term is \$13,221,000 and is inclusive of parking and utilities.

D. Analyze results and identify location alternatives

The Chief Executive Office (CEO) conducted a market search of available office space for lease but was unable to identify any sites that could accommodate this requirement more economically. Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$26.40 and \$33.60 per square foot, per year. The base annual rental rate of \$27.00 per square foot, per year for the proposed lease renewal represents a rate that is within the market range for the area. Further, relocation to a new building would require costly new tenant improvements and disrupt services as well as take significant time. 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 renewal will provide adequate and efficient office space for 276 employees consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012. There are no available buildings in the area that meet the Department's requirements.

**COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE**

LEASE AGREEMENT

COUNTY OF LOS ANGELES - Tenant

SMALL GIANT, INC – Landlord

801 CORPORATE CENTER DRIVE

SUITE 100 & 201

POMONA, CALIFORNIA

TABLE OF CONTENTS

| | Page |
|--|------|
| 1. BASIC LEASE INFORMATION | 1 |
| 1.1 Terms | 1 |
| 1.2 Exhibits to Lease..... | 4 |
| 2. PREMISES..... | 4 |
| 2.1 Lease of Premises | 4 |
| 2.2 Measurement of Premises | 4 |
| 3. COMMON AREAS..... | 4 |
| 4. COMMENCEMENT AND EXPIRATION DATES | 5 |
| 4.1 Term | 5 |
| 4.2 Intentionally Omitted | 5 |
| 4.3 Intentionally Omitted | 6 |
| 4.4 Early Termination..... | 6 |
| 4.5 Lease Expiration Notice..... | 6 |
| 5. RENT | 6 |
| 5.1 Base Rent..... | 6 |
| 5.2 Base Rent Adjustments..... | 6 |
| 5.3 Rent Abatement..... | 6 |
| 6. USES | 6 |
| 7. HOLDOVER..... | 7 |
| 8. COMPLIANCE WITH LAW | 7 |
| 9. DAMAGE OR DESTRUCTION | 7 |
| 9.1 Damage | 7 |
| 9.2 Tenant Termination Right..... | 7 |
| 9.3 Damage In Last Year | 8 |
| 9.4 Default By Landlord | 8 |
| 10. REPAIRS AND MAINTENANCE | 8 |
| 10.1 Landlord Representations | 8 |
| 10.2 Landlord Obligations..... | 10 |
| 10.3 Tenant Obligations..... | 11 |
| 10.4 Tenant's Right to Repair | 11 |
| 11. SERVICES AND UTILITIES | 12 |
| 11.1 Services..... | 12 |
| 11.2 Utilities | 13 |
| 12. TAXES | 14 |
| 13. LANDLORD ACCESS | 14 |
| 14. TENANT DEFAULT | 14 |
| 14.1 Default | 14 |
| 14.2 Termination..... | 14 |
| 14.3 No Effect on Indemnity..... | 15 |
| 15. LANDLORD DEFAULT | 15 |
| 15.1 Remedies | 15 |
| 15.2 Waiver | 15 |
| 15.3 Emergency..... | 15 |
| 16. ASSIGNMENT AND SUBLETTING | 16 |
| 16.1 Assignment and Subletting | 16 |
| 16.2 Sale | 16 |
| 17. ALTERATIONS AND ADDITIONS..... | 17 |
| 17.1 Landlord Consent..... | 17 |

| | | | |
|-----|-------|---|----|
| | 17.2 | End of Term | 17 |
| 18. | | CONDEMNATION | 17 |
| | 18.1 | Controlling Terms..... | 17 |
| | 18.2 | Total Taking | 17 |
| | 18.3 | Partial Taking..... | 17 |
| | 18.4 | Restoration | 18 |
| | 18.5 | Award | 18 |
| | 18.6 | Waiver of Statute | 18 |
| 19. | | INDEMNIFICATION..... | 18 |
| | 19.1 | Landlord's Indemnity | 18 |
| | 19.2 | Tenant's Indemnity..... | 19 |
| 20. | | INSURANCE | 19 |
| | 20.1 | Waiver | 19 |
| | 20.2 | General Insurance Provisions – Landlord Requirements..... | 19 |
| | 20.3 | Insurance Coverage Types And Limits..... | 22 |
| | 20.4 | Landlord Requirements..... | 22 |
| 21. | | PARKING | 23 |
| | 21.1 | Tenant's Rights | 23 |
| | 21.2 | Remedies | 23 |
| 22. | | ENVIRONMENTAL MATTERS..... | 24 |
| | 22.1 | Hazardous Materials | 24 |
| | 22.2 | Landlord Indemnity | 24 |
| 23. | | ESTOPPEL CERTIFICATES..... | 25 |
| 24. | | TENANT IMPROVEMENTS | 25 |
| | 24.1 | Landlord Work..... | 25 |
| | 24.2 | Tenant Improvement Work..... | 25 |
| | 24.3 | Completion/Close Out..... | 25 |
| | 24.4 | Delay..... | 25 |
| | 24.5 | Change Requests..... | 25 |
| | 24.6 | Tenant Remedies..... | 25 |
| | 24.7 | Notice of Nonresponsibility..... | 25 |
| 25. | | LIENS..... | 25 |
| 26. | | SUBORDINATION AND MORTGAGES | 25 |
| | 26.1 | Subordination and Non-Disturbance | 25 |
| | 26.2 | Existing Deeds of Trust..... | 25 |
| | 26.3 | Notice of Default | 25 |
| 27. | | SURRENDER OF POSSESSION..... | 26 |
| 28. | | SIGNAGE..... | 26 |
| 29. | | QUIET ENJOYMENT | 26 |
| 30. | | GENERAL | 26 |
| | 30.1 | Headings | 26 |
| | 30.2 | Successors and Assigns | 26 |
| | 30.3 | Brokers | 26 |
| | 30.4 | Entire Agreement..... | 27 |
| | 30.5 | Severability | 27 |
| | 30.6 | Notices..... | 27 |
| | 30.7 | Governing Law and Venue..... | 27 |
| | 30.8 | Waivers..... | 27 |
| | 30.9 | Time of Essence | 27 |
| | 30.10 | Consent | 27 |
| | 30.11 | Community Business Enterprises | 28 |

30.12 Memorandum of Lease28

30.13 Counterparts28

31. AUTHORITY.....28

32. ACKNOWLEDGEMENT BY LANDLORD28

32.1 Consideration of GAIN Program Participants28

32.2 Solicitation of Consideration.....29

32.3 Landlord Assignment29

32.4 Smoking in County Facilities30

33. IRREVOCABLE OFFER.....31

EXHIBITS

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

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is entered into as of the _____ day of _____, 2022 between SMALL GIANT, INC, a California corporation ("Landlord"), and COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant" or "County").

Landlord and Tenant agree:

1. BASIC LEASE INFORMATION

1.1 Terms

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

| | |
|-------------------------------------|--|
| (a) Landlord's Address for Notices: | 3440 Wilshire Blvd Suite 800 Los Angeles, CA 90010-2255 Email: _____ |
| (b) Tenant's Address for Notices: | County of Los Angeles Chief Executive Office - Real Estate Division 320 West Temple Street, 7th Floor Los Angeles, CA 90012 Attention: Director of Real Estate With a copy to: County of Los Angeles Office of the County Counsel 648 Kenneth Hahn Hall of Administration 500 West Temple Street, Suite 648 Los Angeles, CA 90012-2713 Attention: Property Division |
| (c) Premises: | Approximately 49,414 rentable square feet, designated as Suite(s) 100 & 201, in the Building (defined below), as shown on <u>Exhibit A</u> attached hereto including 218 unreserved non-tandem parking spaces. |

| | |
|--|---|
| (d) Building: | The Building located at 801 Corporate Center Drive, Pomona, California, which is currently assessed by the County Assessor as APN 8707-001-041 (collectively, the "Property"); |
| (e) Term: | Nine (9) years, commencing upon the first day of the first calendar month following approval of this Lease by the Board of Supervisors' and full execution of this Lease by both Parties (the "Commencement Date"), and terminating at midnight on the day before the ninth (9th) annual anniversary of the Commencement Date (the "Termination Date"), subject to earlier termination by Tenant as provided herein. The phrase "Term of this Lease" or "the Term hereof" as used in this Lease, or words of similar import, shall refer to the initial Term of this Lease. |
| (f) Estimated Commencement Date: | August 1, 2022 |
| (g) Irrevocable Offer Expiration Date: (see Section 33) | October 1, 2022 |
| (h) Base Rent: | \$2.25 per rentable square foot per month (i.e., \$111,181.50 per month / \$1,334,178.00 per year) |
| (i) Early Termination (see Section 4.4) | Tenant will have the right to terminate the Lease for any reason after the 84th month of the initial Term following the Commencement Date upon nine (9) months prior written notice. |
| (j) Rentable Square Feet in the Premises: | 49,414 rentable square feet |
| (k) Initial Departmental Use: | Department of Children Family Services, subject to Section 6. |
| (l) Parking Spaces: | 218 unreserved non-tandem parking spaces in the Building's parking area, at no cost to the Tenant. |
| (m) Tenant's Hours of Operation: | 7 a.m. to 6 p.m. Monday through Friday, and 9 a.m. to 1 p.m. on Saturdays |
| (n) Asbestos Report: | A report dated August 18, 2022 prepared by Masek Consulting Services, Inc., a licensed California Asbestos contractor. |

| | |
|----------------------------|---|
| (o) Seismic Report | A report dated October 25, 2021 prepared by the Department of Public Works. |
| (p) Disabled Access Survey | A report dated October 13, 2021 prepared by ADA Compliance Masters, Inc. |

| | |
|------------------------------|--|
| 1.2 <u>Exhibits to Lease</u> | Exhibit A - Floor Plan of Premises Exhibit B - Commencement Date Memorandum and Confirmation of Lease Terms Exhibit C - HVAC Standards Exhibit D - Cleaning and Maintenance Schedule Exhibit E - Subordination, Non-Disturbance and Attornment Agreement Exhibit F - Tenant Estoppel Certificate Exhibit G - Community Business Enterprises Form Exhibit H - Memorandum of Lease Exhibit I - Approved Plans Exhibit J - Scope of Work |
|------------------------------|--|

2. PREMISES

2.1 Lease of Premises

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

2.2 Measurement of Premises

Tenant is currently in possession of the Premises. Landlord and Tenant stipulate that the rentable square footage in 1.1 (c) above is correct.

3. COMMON AREAS

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

4. COMMENCEMENT AND EXPIRATION DATES

4.1 Term

The term of this Lease shall be for a period of nine (9) years, commencing upon the first day of the first calendar month following approval of this Lease by the Board of Supervisors and full execution of the Lease by both parties, and ending

one hundred eight months thereafter unless otherwise terminated by Tenant as provided herein.

4.2 Intentionally Omitted

4.3 Intentionally Omitted

4.4 Early Termination

Tenant shall have the right to terminate this Lease at any time after the Early Termination date specified in Section 1.1, by giving Landlord not less than sixty (60) days prior written notice, executed by Tenant's Chief Executive Officer or his/her designee and subject to Tenant paying the unamortized cost of the TI Work not to exceed \$275,149.78.

4.5 Intentionally Omitted

5. RENT

5.1 Base Rent

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

5.2 Base Rent Adjustments

The Base Rent shall escalate by three percent (3%) upon each anniversary of the Commencement Date throughout the Term of the Lease on a compounded and cumulative basis.

5.3 Rent Abatement

The Base Rent shall be abated for three (3) months of the Lease Term applicable towards months two (2) through four (4).

6. USES

Landlord agrees that the demised Premises, together with all appurtenances thereto, shall be used by the Tenant for the government department set forth in Section 1.1, any other County Department the County designates, any other governmental purposes,; or other lawful purposes that do not materially adversely interfere with other uses in the Building,

during Tenant's Hours of Operation, after Tenant's Hours of Operation, and on weekends and holidays. Notwithstanding the foregoing the demised Premises shall not be used by the Tenant for (i) any "public facing" uses which may be related to Mental Health, Social Services, Drug Rehabilitation, and/or Probationary services, and/or (ii) any uses which may materially increase the number of daily visitors to the Building.

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 sixty (60) days written notice from Landlord or Tenant's Chief Executive Officer or his/her designee at the last monthly Base Rent payable under this Lease, (as such Base Rent shall be adjusted in accordance with section 5.2 of the Lease), plus any other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease.

8. COMPLIANCE WITH LAW

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

9. DAMAGE OR DESTRUCTION

9.1 Damage

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises may be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than two hundred ten (210) days, then Landlord shall promptly, at Landlord's expense, repair such damage, and this Lease shall continue in full force and effect. If all or any portion of the Premises shall be made unusable by fire or other casualty, Landlord shall immediately secure the area to prevent injury to persons and/or vandalism to the improvements. Landlord shall promptly, but in any event within twenty (20) days, cause an architect or general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required to substantially complete the repair and restoration of the Premises and make the Premises leasable again using standard working methods. The failure to do so shall be a material default hereunder. Base Rent shall abate to the extent that the Premises are unusable by Tenant.

9.2 Tenant Termination Right

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises will not be restored to a complete architectural unit of the same value, condition and character

that existed immediately prior to such casualty in less than two hundred ten (210) days for any reason, then Tenant may terminate this Lease by giving Landlord written notice within ten days after Tenant's receipt of written notice from Landlord or its agents specifying such time period of repair; and this Lease shall terminate and the Base Rent shall be abated from the date the Premises became unusable. If Tenant does not elect to terminate this Lease, then Landlord shall promptly commence and diligently prosecute to completion the repairs to the Building or Premises, provided that insurance proceeds are available to repair the damages.

9.3 Damage In Last Year

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

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

9.4 Default By Landlord

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

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

10. REPAIRS AND MAINTENANCE

10.1 Landlord Representations

- (a) Landlord represents to Tenant that, unless otherwise stated herein, as of the date hereof and on the Commencement Date:
 - i. The Premises, the Building, and all Common Areas (including electrical, heating, ventilating, and air conditioning ("HVAC"), mechanical, plumbing, gas and fire/life safety systems in the Building and similar building service systems) comply with all current laws, codes, and ordinances, including but not limited to the Americans With Disabilities Act, and are in good working order and condition;

- ii. Notwithstanding the above, Landlord shall complete the agreed-upon ADA work as described in the Disabled Access Survey within six (6) months after the Commencement Date. The Building and the Premises comply with all covenants, conditions, restrictions and insurance underwriter's requirements;
 - iii. The Premises, the Building and the Common Areas are free of the presence of Hazardous Materials (as hereinafter defined); and
 - iv. Landlord has not received any notice from any governmental agency that the Building or the Premises are in violation of any law or regulation.
- (b) Landlord represents, based upon a professional inspection of the Premises and the Building and the Asbestos Report (as defined in Section 1.1) that the Premises and the Building contain no asbestos containing materials (other than as may be reflected in the Asbestos Report). Landlord shall, prior to Tenant's occupancy, abate, at Landlord's sole cost and expense, all asbestos-containing materials to the extent required by law and provide Tenant with an updated report from a licensed California Asbestos contractor to that effect.
- (c) CASp Inspection:

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

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

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

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

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

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

10.2 Landlord Obligations

- (a) Landlord shall keep and maintain the Property in good condition and repair and promptly make repairs to and perform maintenance upon and replace as needed:
- i. the structural elements of the Building, including without limitation, all permanent exterior and interior walls, floors and ceilings, foundations, roof, concealed plumbing, stairways, concealed electrical systems and intra-building telephone network cables;
 - ii. mechanical (including HVAC), electrical, plumbing and fire/life systems serving the Building;
 - iii. the Common Areas;
 - iv. exterior windows of the Building; and
 - v. elevators serving the Building.
- (b) Landlord, at its sole cost and expense, shall also perform all maintenance and repairs to the Premises, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted, unless such repair or maintenance is needed as a result of Tenant's gross negligence or willful misconduct. Landlord's repair obligations include, without limitation, repairs to, or replacements of:
- i. the floor covering

- ii. interior partitions;
 - iii. doors, door frames and hardware;
 - iv. the interior side of demising walls
 - v. signage;
 - vi. emergency exit signage and battery replacement;
 - vii. HVAC equipment dedicated to the mechanical rooms housing Tenant's computer servers and related equipment (provided Landlord's costs related to said HVAC equipment shall be reimbursed by Tenant); and
 - iv. Light fixtures, bulbs, tubes and ballasts.
 - v. Parking areas (including resurfacing, restriping, landscaping, sweeping, and provision of adequate lighting as applicable).
 - vi. Slab: Moisture Treatment or Slab Seal (as needed to prevent vinyl floor bubbling)
- (c) Landlord shall, to the best of its ability, provide all reports, maintenance records, or other documentation as may be requested from time to time.
 - (d) Landlord shall provide, maintenance, repairs, water, HVAC, and other services to the Premises and common area to a standard similar to other comparable class office buildings in the Pomona area sub-market.

10.3 Tenant Obligations

Without limiting Landlord's repair and maintenance obligations, and subject to Section 20.4 hereof, Tenant shall be responsible for (i) the cost of repairing any area of the Property damaged by Tenant or by Tenant's agents, employees, invitees or visitors, and (ii) the repair of low voltage electronic, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Tenant. All repairs and replacements shall:

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

10.4 Tenant's Right to Repair

- (a) If Tenant provides written notice (or oral notice in the event of an emergency, such as damage or destruction to or of any portion of the Building structure and/or the Building systems, and/or anything that could

cause material disruption to Tenant's business) to Landlord of an event or circumstance which requires the action of Landlord with respect to repair and/or maintenance, and if Landlord fails to provide such action within a reasonable period of time given the circumstances after the giving of such notice, but in any event not later than five (5) days after the giving of such notice, then Tenant may proceed to take the required action (provided, however, that no such notice shall be required in the event of an emergency which threatens life or where there is imminent danger to property or a possibility that a failure to take immediate action could cause a material disruption in Tenant's normal and customary business activities). Tenant shall have access to the Building to the extent necessary to perform the work contemplated by this provision. If such action was required under the terms of this Lease to have been taken by Landlord and was not taken by Landlord within such period (unless such notice was not required as provided above), and Tenant took such required action, then Tenant shall be entitled to prompt reimbursement by Landlord of Tenant's reasonable costs and expenses in having taken such action plus interest thereon at ten percent (10%) per annum. If not reimbursed by Landlord within thirty (30) days after written notice, then Tenant shall be entitled to deduct from Base Rent payable by Tenant under this Lease the amount set forth in its invoice for such work. The remedies provided in this Section are in addition to the remedies provided in Section 15.

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

11. SERVICES AND UTILITIES

11.1 Services

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

Landlord shall furnish heating, ventilation and air conditioning ("HVAC"), during Tenant's Hours of Operations in amounts required for the use and occupancy of the Premises for normal office purposes to a standard comparable to other similar buildings and not less than the standard set forth in Exhibit C attached hereto. In addition, Landlord shall furnish HVAC at all times (i.e., twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year) to the mechanical rooms housing Tenant's computer servers and related equipment with Tenant reimbursing Landlord for repairs, maintenance and/or replacement in accordance with Section 10.2 (b) vii.

(b) Electricity

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

(c) Elevators

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

(d) Water

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

(e) Janitorial

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

(f) Access

Landlord shall furnish to Tenant's employees and agents access to the Building, Premises and Common Areas on a seven day per week, 24 hour per day basis, subject to compliance with such reasonable security measures as shall from time to time be in effect for the Building. If Landlord decides to implement an electronic access system, Landlord shall provide access cards or fobs to all Tenant employees for Building entry, elevators, and/or floor access, at Landlord's sole cost and expense. In the event Tenant elects to install its own electronic access system, then Tenant shall be responsible for all costs related thereto.

(g) Pest Control

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

11.2 Utilities

Landlord agrees to pay, at its sole cost, when due, all charges for the use of the sewer, effluent treatment (when and if imposed by any governmental authority), all water, sprinkler standby charges, electricity, gas, heating and common area power

and lighting, trash removal service, fire/life safety systems, charges associated with the HVAC (including in Tenant's computer and server rooms), and other utility rents and charges accruing or payable in connection with the Premises and the Common Areas during the Term of this Lease or any renewal, extension, or holdover thereof, whether the same are pro-rated or measured by separate meters. In the event Landlord fails or refuses to pay any or all of such charges when due, Tenant may give Landlord ten (10) calendar days prior written notice and thereafter pay directly such charges and deduct the payments from the next installments of rent due as a charge against the Landlord.

12. TAXES

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

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

13. LANDLORD ACCESS

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

14. TENANT DEFAULT

14.1 Default

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

- (a) the failure by Tenant to make any payment of Base Rent or any other payment required to be made by Tenant hereunder (except to the extent an offset is expressly permitted hereunder) as and when due, and the failure continues for a period of ten (10) days after written notice to Tenant;
- (b) the failure by Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease, where such failure shall continue for a period of thirty (30) days after written notice from Landlord specifying in detail the nature of the default; provided, however, if more than thirty (30) days are reasonably required for its cure then Tenant shall not be deemed to be in default if Tenant commences such cure, within said thirty (30)-day period and thereafter diligently prosecutes such cure to completion.

14.2 Termination

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

14.3 No Effect on Indemnity

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

15. LANDLORD DEFAULT

15.1 Remedies

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

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

15.2 Waiver

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

15.3 Emergency

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

16. **ASSIGNMENT AND SUBLETTING**

16.1 Assignment and Subletting

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

16.2 Sale

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

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

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

- iv. Proof of insurance
- (c) A W-9 form for new owner.

Tenant shall not be obligated to pay any rental amounts to any party other than the Landlord named herein until such time as all the requirements of this Section 16.2 are satisfied, at which time Tenant shall continue to pay its Base Rent due per the Lease (including any amounts which may have been unpaid as a result of the conditions of this Section 16.2 not being fully satisfied by Landlord).

17. ALTERATIONS AND ADDITIONS

17.1 Landlord Consent

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

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

17.2 End of Term

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

18. CONDEMNATION

18.1 Controlling Terms

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

18.2 Total Taking

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

18.3 Partial Taking

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

18.4 Restoration

Notwithstanding the preceding paragraph, if, within thirty (30) days after the Determination Date, Landlord notifies Tenant that Landlord, at its sole cost, will add to the remaining Premises and/or the Common Areas so that the Premises and the space available for parking, will be substantially the same (as reasonably determined by Tenant) after the Date of Taking as they were before the Date of Taking, and Landlord commences the restoration promptly and, subject to reasonable allowance for delays that are not caused by Landlord, completes it within one hundred twenty (120) days after Landlord so notifies Tenant, then this Lease shall continue in effect. In such event, all obligations of Tenant under this Lease shall remain in effect, except that Base Rent shall be equitably abated or reduced during the period from the Date of Taking until the completion of such restoration.

18.5 Award

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

18.6 Waiver of Statute

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

19. **INDEMNIFICATION**

19.1 Landlord's Indemnity

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

19.2 Tenant's Indemnity

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

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

20.1 Waiver

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

20.2 General Insurance Provisions – Landlord Requirements

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

(a) Evidence of Coverage and Notice to Tenant

- i. Certificate(s) of insurance coverage ("Certificate") satisfactory to Tenant, and a copy of an Additional Insured endorsement confirming that Tenant and its Agents (defined below) has been given insured status under the Landlord's General Liability policy,

shall be delivered to Tenant at the address shown below and provided prior to the start day of this Lease.

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

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

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

(b) Additional Insured Status and Scope of Coverage

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

endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

(c) Cancellation of or Changes in Insurance

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

(d) Failure to Maintain Insurance

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

(e) Insurer Financial Ratings

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

(f) Landlord's Insurance Shall Be Primary

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

(g) Waiver of Subrogation

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

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

Landlord's policies shall not obligate the Tenant to pay any portion of any Landlord deductible or SIR. The Tenant retains the right to require Landlord to reduce or eliminate policy deductibles and SIRs as respects

the Tenant, or to provide a bond guaranteeing Landlord's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

(i) Claims Made Coverage

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

(j) Application of Excess Liability Coverage

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

(k) Separation of Insureds

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

(l) Tenant Review and Approval of Insurance Requirements

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

20.3 Insurance Coverage Types And Limits

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

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

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

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

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

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

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

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

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

21. PARKING

21.1 Tenant's Rights

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

21.2 Remedies

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

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

22. ENVIRONMENTAL MATTERS

22.1 Hazardous Materials

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

22.2 Landlord Indemnity

Landlord shall indemnify, protect, defend (by counsel acceptable to Tenant) and hold harmless Tenant from and against any and all claims, judgments, causes of action, damage, penalties, fines, taxes, costs, liabilities, losses and expenses arising at any time during or after the Term as a result (directly or indirectly) of, or in connection with, the presence of Hazardous Materials on, under or about the Premises, Building or Common Areas or other violation of laws relating to Hazardous Materials other than those caused by Tenant. This indemnity shall include, without limitation, the cost of any required or necessary repair, cleanup or detoxification, and the preparation and implementation of any closure, monitoring

or other required plans, as such action is required by local or state laws or any governmental agency. Landlord shall promptly deliver to Tenant a copy of any notice received from any governmental agency during the Term of this Lease concerning the presence of Hazardous Materials in the Building or the Premises. Landlord's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Lease. A default by Landlord under this Section shall constitute a material default under this Lease.

23. ESTOPPEL CERTIFICATES

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

24. TENANT IMPROVEMENTS

24.1 Landlord Work

- (a) Landlord, at its sole cost and expense, shall be responsible for the following work: (i) Landlord shall have a 3rd party HVAC subcontractor certify the HVAC system in the Premises is in good operating order and meets the County performance specifications per the Lease. Landlord shall then make any applicable repairs and/or replacements as required, (ii) In the Main Building Lobby install new LED lighting, new paint, and deep clean floor tile in the main Building Lobby, (iii) In the Common Corridor & Elevator Lobby replace carpet, new paint, make lighting uniform throughout, infill three sky lights with new ceiling grid (or ceramic tinting on existing skylights), LED lighting, and R-19 insulation, (iv) Clean all HVAC air ducts serving the Premises, (v) Repair/replace (as required) exterior doors within the Premises to be in good operating order, making sure doors close properly and weather seals are in good condition to ensure there are no gaps, (vi) Landlord shall modernize the restrooms in the common areas including, new finishes (new paint and tile flooring), LED lighting, partitions, lavatories, counter-tops, and touchless fixtures (sinks, towel, and soap dispensers), and new piping for toilets, (vii) restripe the parking area of the Building, and (viii) Landlord shall provide Slab Moisture Treatment or Slab Seal (as needed to prevent vinyl floor bubbling).
- (b) Landlord shall, at its sole cost and expense, be responsible for any work to bring the Building or Premises in compliance with applicable City, County, State and Federal building codes, regulations and ordinances required for legal occupancy, including without limitation ADA and fire life safety code requirements and any required work related to asbestos abatement, fire sprinkler system, or conversion of air conditioning systems to eliminate use of CFC refrigerants that are harmful to the atmosphere. Any work undertaken to meet applicable code requirements necessitated to complete the work described in this Article 24 shall be included as part of the Landlord Work.

24.2 Tenant Improvement Work

Landlord, at its sole cost and expense, shall complete the tenant improvements within the Premises in accordance with the final space plan dated February 28, 2022 attached as Exhibit I, using Building standard materials and finishes approved by Tenant in writing (Approved Plan) and scope of work prepared by Caliber Construction dated March 25, 2022 attached as Exhibit J, however, this scope of work shall not represent Landlord's maximum contribution (collectively, the "TI Work"). The TI Work shall include, but not limited to, new LED lighting, new carpet and paint per County specifications (including lifting any furniture systems), and refurbishment of Tenant's furniture, fixtures, and equipment and the cleaning of any and all areas affected by the TI Work. Any Tenant Improvement "work" performed within the Premises shall be done after Tenant's Hours of Operation and in coordination with Tenant's designated Project Manager so to minimize any disruption to Tenant. Landlord reserved the right to select a contractor other than Caliber Construction provided that the scope of work does not change.

24.3 Completion/Close Out

Landlord, at its sole costs and expense, shall be responsible for selecting a reputable and licensed architect to create any construction drawings (as required) in accordance with the Approved Plans. Landlord shall file for a building permit, if such a permit is required, to construct the Landlord Work and TI Work (the "Work") within sixty (60) days following the Commencement Date, including detailed plans (as required), finishes and specifications. Landlord, at its sole cost and expense, shall contract with a reputable and licensed General Contractor to then complete the Work. The Work shall be coordinated with Tenant's assigned Project Manager ("PM") in advance of Landlord commencing any of the Landlord Work and/or TI Work and the work must be performed after Tenant's Hours of Operation, Monday thru Friday, anytime Saturday & Sunday so to minimize any disruption to Tenant, unless waived or modified by Tenant's PM in writing to Landlord. Landlord will have regular meetings with Tenant, as needed to ensure proper coordination and to minimize any disruption to Tenant's operations. The parties agree that the estimated time for completion of said Tenant Improvement Work is one hundred and eighty (180) days from the date of issuance of the building permit subject to those Delays as outlined below.

Upon completion of the TI Work, Landlord shall notify Tenant in writing and, within ten (10) calendar days of Tenant's receipt of such notice, Landlord and Tenant shall conduct a "walk-through" inspection of the Premises. During the walk-through inspection, Landlord shall prepare a punch-list of known or apparent deficiencies or incomplete work required to be corrected or completed by Landlord as specified in Paragraph 24.2(b). Landlord, at Landlord's sole cost and expense, shall cause all punch-list items to be repaired or completed as soon as reasonably possible, but in no event later than thirty (30) days following the walk-through inspection.

Upon completion of the Work, Landlord will provide Tenant with a copy of any final as-built plans (as required) and provide Tenant with the total cost of the TI Work along with all supporting documentation and lien release waivers.

24.4 Delay.

Completion may be delayed day for day by:

- a. Acts or omissions of Tenant or its employees or agents (including any change orders requested by Tenant), or
- b. Any act of God which Landlord could not have reasonably foreseen and provided for, or
- c. Any strikes, boycotts or like obstructive acts by employees or labor organizations which Landlord cannot overcome with reasonable effort and which Landlord could not have reasonably foreseen and provided for, or
- d. Any war or declaration of a state of national emergency, or
- e. The imposition by government action or authority of restrictions upon the procurement of labor or materials necessary for the completion of the Tenant Improvement Work.
- f. Any delays caused by governmental authority related to the design and construction of the TI Work and Landlord Work.

24.5 Change Requests

All Tenant-initiated and approved change requests shall not exceed a total cost of Five Thousand Dollars (\$5,000), and Landlord shall not be required to accept any particular change request if the total cost of prior Tenant-initiated change requests exceeds Five Thousand Dollars (\$5,000). The Chief Executive Officer or his/her designee is hereby authorized to approve change requests on behalf of Tenant. Tenant shall pay for change request costs in a lump sum. Landlord, or Landlord's contractor, shall submit to the Chief Executive Officer or his/her designee with each change request (a) the specific cost of the requested change; (b) the cumulative net total cost of all change requests previously approved; and (c) an estimate of the number of days by which construction time will be increased or shortened if the change request is approved. Each change request must be signed and dated by the Chief Executive Officer or his/her designee in order to be considered approved. Tenant shall have the right to audit the cost of the changes at any time after the Commencement Date. If Tenant requests a rent reduction due to its audit of these costs, Tenant shall provide Landlord with a copy of the audit summary as part of its request.

24.6 Tenant Remedies

If Landlord fails to obtain the building permit, if applicable within the period described above or if the TI Work and Landlord Work have not been completed within two hundred and forty (240) days from receipt of an approved plan and the building permit, then Tenant shall receive a day-for-day rent abatement for each day of delay, subject to any acceptable Delays described in Section 24.4.

24.7 Notice of Nonresponsibility.

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

25. LIENS

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

26. SUBORDINATION AND MORTGAGES**26.1 Subordination and Non-Disturbance**

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

26.2 Existing Deeds of Trust

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

26.3 Notice of Default

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

27. SURRENDER OF POSSESSION

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

28. SIGNAGE

Tenant's current signage shall remain. This includes lobby directory signage, suite identification signage and monument signage. Tenant shall be permitted to install signs at the Premises that conform with any and all applicable laws and ordinances.

29. QUIET ENJOYMENT

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

30. GENERAL

30.1 Headings

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

30.2 Successors and Assigns

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

30.3 Brokers

Landlord and Tenant each represent and warrant to each other that it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease other than Cushman & Wakefield, Inc. (the "Agent") and shall indemnify and hold harmless each other against any loss, cost, liability or expense incurred by the other party as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made in variance with this representation. The terms of any commissions due shall be pursuant to a separate commission agreement between Landlord and Agent.

30.4 Entire Agreement

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

30.5 Severability

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

30.6 Notices

The parties shall give all notices in writing by (i) personal delivery, (ii) national-recognized, next-day courier service, or (iii) first-class registered or certified mail, postage prepaid, to the Landlord's Address for Notice and Tenant's Address for

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

30.7 Governing Law and Venue

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

30.8 Waivers

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

30.9 Time of Essence

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

30.10 Consent

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

30.11 Community Business Enterprises

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

30.12 Memorandum of Lease

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

30.13 Counterparts; Electronic Signatures

This Lease and any other documents necessary for the consummation of the transaction contemplated by this Lease may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form

of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Lease and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Lease had been delivered had been signed using a handwritten signature. Landlord and Tenant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Lease is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Lease based on the foregoing forms of signature. If this Lease has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

31. AUTHORITY

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

32. **ACKNOWLEDGEMENT BY LANDLORD**

Landlord acknowledges that it is aware of the following provisions:

32.1 **Consideration of GAIN Program Participants**

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

32.2 **Solicitation of Consideration**

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

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

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

32.3 **Landlord Assignment**

- (a) Landlord may assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof (including the right to receive rental payments but excluding its duties and obligations hereunder), and Landlord may execute any and all instruments providing for the payment of Base Rent directly to an assignee or transferee, but only if the conditions set forth in this Section are met.
- (b) Any document or agreement purporting to assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease, or any portion thereof, as security for the Landlord's obligation to repay any monetary obligation, is hereinafter referred to as a "Security Agreement." Any Security Agreement which is executed without full compliance with the requirements of this Section shall be void.
- (c) Each assignee or transferee under the Security Agreement shall certify and agree in writing that such assignee or transferee has read and is familiar with the requirements of Sections 5950-5955 of California Government Code, which prohibits the offer or sale of any security constituting a

fractional interest in this Lease or any portion thereof, without the prior written consent of the Tenant. Notwithstanding the foregoing, the Tenant hereby acknowledges and agrees that Landlord shall have the right to encumber the Property with CMBS (commercial mortgage backed securities) financing or other traditional real estate financing. However, Landlord may not encumber the Property through any type of bond financing vehicle, including but not limited to certificate of participation financing.

- (d) Violation by Landlord of the provisions of Section 5951 of the California Government Code will constitute a material breach of this Lease, upon which the Tenant may impose damages in an amount equal to the greater of \$500,000 or 10% of the aggregate principal portion of all rental payments payable by the Tenant during the entire Term of this Lease, it being expressly agreed that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and nature of the violation it would be impracticable and extremely difficult to fix actual damages. In addition, the Tenant may exercise or pursue any other right or remedy it may have under this Lease or applicable law.
- (e) Landlord shall give Tenant written notice and a copy of each and every assignment, transfer, hypothecation or encumbrance of Landlord's interest in this Lease and any instrument relating thereto (including, but not limited to, instruments providing for the payment of Base Rent directly to an assignee or transferee) at least thirty (30) days prior to the effective date thereof.
- (f) Landlord shall not furnish any information concerning Tenant or the subject matter of this Lease (including, but not limited to, offering memoranda, financial statements, economic and demographic information, and legal opinions rendered by the office of counsel for the Tenant) to any person or entity, except with Tenant's prior written consent. Landlord shall indemnify, defend and hold Tenant and its officers, agents and employees harmless from and against all claims and liability alleged to arise from the inaccuracy or incompleteness of any information furnished by Landlord in violation of this Section 32.3.
- (g) The provisions of this Section 32.3 shall be binding upon and applicable to the parties hereto and their respective successors and assigns. Whenever in this Section Landlord is referred to, such reference shall be deemed to include Landlord's successors or assigns, and all covenants and agreements by or on behalf of Landlord herein shall bind and apply to Landlord's successors and assigns, whether so expressed or not.

32.4 Smoking in County Facilities. The Surgeon General of the United States has concluded that passive smoke exposure is the third leading cause of preventable death in the United States. The United States Environmental Protection Agency has found second-hand smoke to be a known carcinogen. It is recognized that the County has a responsibility to establish, maintain and promote a healthful and safe working environment and to reduce health and safety risks of its employees and

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

33. IRREVOCABLE OFFER

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

34. COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL

34.1. At Landlord's sole cost, Landlord shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of Landlord and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Landlord Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Lease, and/or (3) coming into contact with the public while performing services under this Lease (collectively, "In-Person Services").

34.2. Landlord Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-

19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").

- 34.3. Prior to assigning Landlord Personnel to perform In-Person Services, Landlord shall obtain proof that such Landlord Personnel have been fully vaccinated by confirming Landlord Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Landlord who follow the CDPH vaccination records guidelines and standards. Landlord shall also provide written notice to County before the start of work under this Lease that its Landlord Personnel are in compliance with the requirements of this section. Landlord shall retain such proof of vaccination for the document retention period set forth in this Lease, and must provide such records to the County for audit purposes, when required by County.
- 34.4. Landlord shall evaluate any medical or sincerely held religious exemption request of its Landlord Personnel, as required by law. If Landlord has determined that Landlord Personnel is exempt pursuant to a medical or sincerely held religious reason, the Landlord must also maintain records of the Landlord Personnel's testing results. The Landlord must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Landlord Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Lease, and/or (3) coming into contact with the public while performing services under this Lease:
- a. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.
 - b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
 - b. Engage in proper physical distancing, as determined by the applicable County department that the Lease is with.
- 34.5. In addition to complying with the requirements of this section, Landlord shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19.

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

LANDLORD:

SMALL GIANT, INC, a California corporation

DocuSigned by:
By: Salvador Han
Salvador Han Seok Han
Chief Executive Officer

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT
Chief Executive Officer

By: _____
John T. Cooke
Assistant Chief Executive Officer

ATTEST:

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

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
Interim County Counsel

By: _____
Senior Deputy

EXHIBIT B**COMMENCEMENT DATE MEMORANDUM
AND CONFIRMATION OF LEASE TERMS**

Reference is made to that certain Lease Agreement ("Lease") dated _____, 20____, between County of Los Angeles, a body corporate and politic ("Tenant"), and SMALL GIANT, INC, a California corporation ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the building located at 801 Corporate Center Drive, Pomona, California ("Premises"),

Landlord and Tenant hereby acknowledge as follow:

- 4) Landlord delivered possession of the Premises to Tenant in a Substantially Complete condition on _____ ("Possession Date");
- 5) Tenant has accepted possession of the Premises and now occupies the same;
- 6) The Lease commenced on _____ ("Commencement Date");
- 7) The Premises contains 49,414 rentable square feet of space; and
- 8) Base Rent per month is \$111,181.50, which shall escalate by three percent (3%) upon each anniversary of the Commencement Date throughout the Term on a cumulative and compounding basis, in accordance with the Base Rent schedule provided below (subject to Section 5.3 Rent Abatement):

| Year | Rent/SF/ Month | Annual rent/SF | Monthly | Annual |
|-------------|---------------------------|---------------------------|----------------|-----------------|
| 1 | \$2.25 | \$27.00 | \$111,181.50* | \$1,334,178.00* |
| 2 | \$2.32 | \$27.81 | \$114,516.95 | \$1,374,203.34 |
| 3 | \$2.39 | \$28.64 | \$117,952.45 | \$1,415,429.44 |
| 4 | \$2.46 | \$29.50 | \$121,491.03 | \$1,457,892.32 |
| 5 | \$2.53 | \$30.39 | \$125,135.76 | \$1,501,629.09 |
| 6 | \$2.61 | \$31.30 | \$128,889.83 | \$1,546,677.97 |
| 7 | \$2.69 | \$32.24 | \$132,756.53 | \$1,593,078.30 |
| 8 | \$2.77 | \$33.21 | \$136,739.22 | \$1,640,870.65 |
| 9 | \$2.85 | \$34.20 | \$140,841.40 | \$1,690,096.77 |

* The Base Rent shall be abated for three (3) months of the Lease Term applicable towards months two (2) through four (4).

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

Tenant:

Landlord:

COUNTY OF LOS ANGELES,
a body corporate and politic

a

By:

Name

Its

By:

Name

Its

EXHIBIT C

HEATING, VENTILATION AND AIR CONDITIONING

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

EXHIBIT D

CLEANING AND MAINTENANCE SCHEDULE

A. DAILY (Monday through Friday)

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

B. WEEKLY

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

C. MONTHLY

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

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

D. QUARTERLY

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

E. SEMI-ANNUALLY

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

F. ANNUALLY

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

G. AS NEEDED

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

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

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

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

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

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

H. GENERAL

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

EXHIBIT E

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

Space above for Recorder's Use

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

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

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

Factual Background

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

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

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

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

Agreement

Therefore, the parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

To Lender: _____

To Borrower: _____

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

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

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

By: _____
Name: _____
Title: _____

BORROWER: *[Insert name of Landlord]*

By: _____
Name: _____
Title: _____

LENDER: *[Insert name of Lender],*

By: _____
Name: _____
Title: _____

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

STATE OF CALIFORNIA)
) SS.
COUNTY OF)

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

personally appeared _____
Name of Signer(s)

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

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

WITNESS my hand and official seal.

Signature (Seal)

EXHIBIT F

TENANT ESTOPPEL CERTIFICATE

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

Attn: _____

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

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

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

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

 (b) The current Rent is set forth above.

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

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

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

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

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

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

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

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

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

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

COUNTY OF LOS ANGELES,
a body corporate and politic

By: _____
Name: _____
Title: _____

EXHIBIT G**COMMUNITY BUSINESS ENTERPRISE FORM**

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

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

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

II. PERCENTAGE OF MINORITY/WOMEN OWNERSHIP IN FIRM

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

2. Total Number of Ownership/Partners, Etc.: _____

III. MINORITY/WOMEN-OWNED FIRM CERTIFICATION

| 3. Provide the percentage of ownership in each | All Employee | Women | Is your firm currently certified as a minority owned business firm by the: State of California? <input type="checkbox"/> Yes <input type="checkbox"/> No City of Los Angeles? <input type="checkbox"/> Yes <input type="checkbox"/> No Federal Government? <input type="checkbox"/> Yes <input type="checkbox"/> No |
|--|--------------|-------|--|
| Black/African American | | | |
| Hispanic/Latin American | | | |
| Asian American | | | |
| Portuguese American | | | |
| American Indian/Alaskan Native | | | |
| All Others | | | |
| | | | Section D. OPTION TO PROVIDE REQUESTED INFORMATION |
| | | | <input type="checkbox"/> We do not wish to provide the information required in this form. |
| | | | Firm Name: _____ |
| | | | Signature/Title: _____ |
| | | | Date: _____ |

EXHIBIT H

MEMORANDUM OF LEASE

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

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

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

MEMORANDUM OF LEASE

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

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

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

Dated: _____, 20__.

LANDLORD:

By: _____
Its: _____

By: _____
Its: _____

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT
Chief Executive Officer

By: _____
John T. Cooke
Assistant Chief Executive Officer

ATTEST:

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

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
Acting County Counsel

By: _____
Deputy

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

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

On _____, before me,

_____ Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
personally appeared _____,
Name of Signer(s)

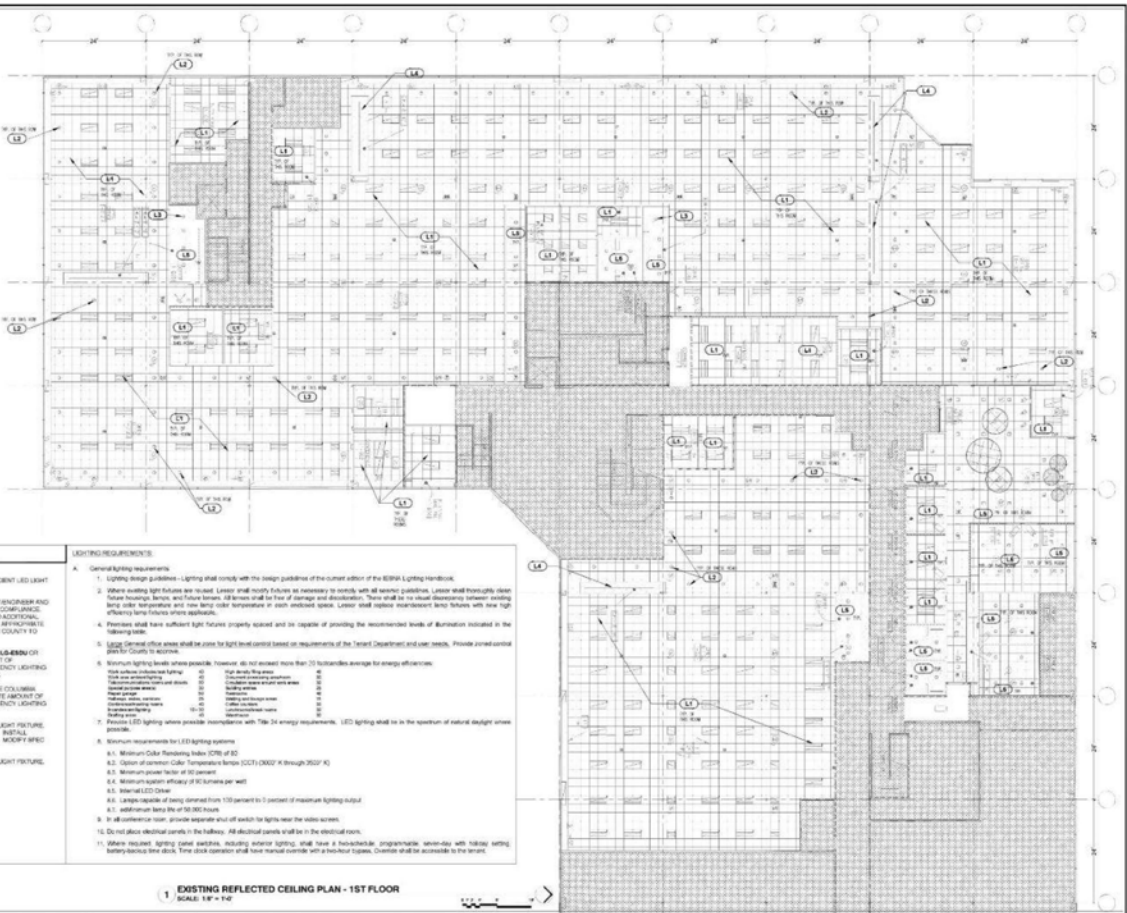
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal.























































Signature (Seal)

Suite 100



1 EXISTING REFLECTED CEILING PLAN - 1ST FLOOR
SCALE: 1/8" = 1'-0"

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

| | | | |
|---|------------|-------------------|--|
| DATE | 02/28/2022 | APPROVALS | DEPARTMENT OF CHILDREN AND FAMILY SERVICES |
| signature | | Director | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |
|  | - | Client Department | |

ASSIGNED DATE 8/26/19

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
801 CORPORATE CENTER DRIVE, POMONA, CA 91768

COUNTY OF LOS ANGELES
INTERNAL SERVICES DEPARTMENT
OPERATIONS SERVICES
1100 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA, 90002

FILE NO.
SHEET NO.

A-3

2. *How*

Exhibit J SCOPE OF WORK

Caliber
CONSTRUCTION, INC.

March 25, 2022

240 NORTH ORANGE AVENUE
BREA, CALIFORNIA 92821-4026
TEL: 714-255-2700
FAX: 714-255-2730

WWW.CALIBERCONSTRUCTIONINC.COM
LICENSE NO. 635842

Mr. Sean Kern
Cushman & Wakefield
sean.kern@cushwake.com

Re: LA County ISD Budget
Located at 801 Corporate Center Dr., Pomona

Mr. Kern,

We suggest you allow **\$ 1,238,174.00** as a budget for the above referenced project. Our estimate is based on A-1 – A-4 dated 2.28.22, a site visit and is further defined as follows.

Inclusions and Qualifications:

1. **General Conditions:** Project manager and full-time field superintendent
2. **Clean up/Protection:** Protection of common area finishes to remain, progress clean up and final janitorial clean up.
3. **Trash Bins/Dumpsters:** Dumpsters for all construction debris.
4. **Millwork:** Replace counter top and pedestal per M1/detail 2 (corian top or equal, no spec provided).
5. **Drywall & Metal Studs:** Patch all walls at all old switch locations due to new Title 24 lighting controls.
6. **Ceramic Tile:** Allowance of \$2,500 included for grout repairs (more information required to provide hard pricing).
7. **Acoustical Ceilings:** Remove and re-install approximately 42,656 SF of existing ceiling tiles to allow proper access for new lighting and lighting control wiring. Provide up to 20% (8,640 SF) of replacement tile due to damage or stains on existing.
8. **Flooring:** Install FF1 carpet & base and FF2 LVT per plan. Demo all flooring and move furniture as required for demolition and install. All computers and electronics to be powered down and disconnected by others. All personal items to be boxed up and removed from all furniture prior to commencement of work.
9. **Paint & Wallcoverings:** Paint existing cabinet doors only at (12) locations. Paint all walls, drywall ceilings and soffits per plan. Wall prep and moving furniture as needed for proper clearances included.
10. **Electrical:** Remove existing light fixtures and install all new LED lighting and Title 24 compliant lighting controls. See Exhibit A for detailed scope description. Design engineering included.
11. All work to be performed during off hours and in SIX simultaneous phase. Clear and easy access to be provided in areas of construction.

SCOPE OF WORK

Exclusions: We have excluded cost of the following items if required unless mentioned above.

1. Any Building Department permit & processing fees, plan check fees, art ordinance fees, assessments, taxes, deposits, or bonds.
2. City recycling deposits.
3. Overtime labor premiums.
4. Architect fees.
5. Testing or handling of hazardous waste (i.e. asbestos, mold, etc).
6. Repair of unforeseen obstructions in slab, walls or ceilings.
7. Repair of drywall cracks due to building movement or expansion.
8. Moving of furniture, equipment or product unless noted above.
9. Temporary water or power.
10. Addition, relocation or removal of alarm, telephone, data, fire life safety wiring or equipment.
11. Repair or upgrading of existing system deficiencies in HVAC, electrical, plumbing, fire sprinkler, or fire life safety systems.
12. Building department corrections.
13. Slab moisture or treatment.
14. Construction power consumption charges.
15. Additional General Condition fees due to delays such as long lead times on materials, changes in scope of work, permit delays, etc.
16. ADA upgrades.
17. Cost of testing or special inspections.
18. Seismic upgrades to existing ceilings.
19. Purchase or installation of furniture partitions.
20. Signage or graphics.
21. Security costs for after-hours work.
22. Course of construction property insurance premiums, deductibles, performance bond or builders all risk insurance.
23. Cost associated with 2014 California Building Code revisions or modifications unless noted above.

The above price is good for 30 days and is based on clear and easy access. All work to be done simultaneously.

Thank you for the opportunity to be of service to you at this time. Please do not hesitate to contact me with any further questions.

Sincerely,

CALIBER CONSTRUCTION, INC.

Mike Roy

Mike Roy
Senior Estimator

MR/nc

Accepted By _____ Date _____

SCOPE OF WORK

Exhibit A

Lighting

- 12 17' LED Linear Pendant (\$250.00 per foot allowance)
- 4 8' Recessed LED Linear Pendant (\$2,000 Allowance)
- 95 Lithonia LDN6 35/20 LO6AR 6" Can Light
- 256 Provide and Install Columbia LCAT22-35MLG-ESDU 2x2 (One for One Swap)
- 367 Provide and Install Columbia LCAT24-35MLG-ESDU 2x4 (One for One Swap)

Lighting Controls

- 2 Title 24 Acceptance Testing
- 20 Wattstopper DW-311 Wall Motion Sensor Switch with 0-10v Dimming
- 69 Wattstopper LMDC-100 Ceiling Sensor
- 14 Wattstopper LMLS-500 Daylight Sensor
- 64 Wattstopper LMRC-111 Room Controller
- 51 Wattstopper LMSW-105W 5 Button Switch

Removal & Disposal

- 16 Removal and Disposal of 16' Linear Fixture
- 100 Removal and Disposal of 2x2 Fixture
- 367 Removal and Disposal of 2x4 Fixture
- 251 Removal and Disposal of Downlight Fixture

| Caliber | | | |
|--------------------|-------------------------------|---------------------|--|
| Construction, Inc. | | Estimate Summary | |
| Project: | LA County ISD - Budget | | |
| | 801 Corporate Center Dr. | | |
| | Pomona | | |
| Estimate Date: | 22-Mar-22 | Total Square Feet: | |
| Revised: | 25-Mar-22 | Cost Per Sq. Foot: | |
| | | | |
| Total: | \$1,238,174 | | |
| | | | |
| CSI No. | Trade | Total | |
| 01000 | General Conditions | 89,483 | |
| 01200 | Allowances | 0 | |
| 01740 | Clean up/Protection | 40,664 | |
| 01750 | Trash Bins/Dumpsters | 5,400 | |
| 01560 | Fencing | 0 | |
| 02400 | Demolition | 0 | |
| 03000 | Concrete | 0 | |
| 05100 | Modular Office | 0 | |
| 06100 | Rough Carpentry | 0 | |
| 06400 | Millwork | 7,500 | |
| 07200 | Insulation | 0 | |
| 07500 | Roofing | 0 | |
| 07600 | Sheet Metal | 0 | |
| 08100 | Doors Frames & Hardware | 0 | |
| 08300 | Specialty Doors | 0 | |
| 08330 | Overhead Doors | 0 | |
| 08800 | Glass & Glazing | 0 | |
| 09200 | Plaster | 0 | |
| 09260 | Drywall & Metal Studs | 10,320 | |
| 09300 | Ceramic Tile | 3,750 | |
| 09510 | Acoustical Ceilings | 87,300 | |
| 09600 | Flooring | 357,897 | |
| 09650 | Warehouse Floor/Epoxy | 0 | |
| 09700 | Marlite | 0 | |
| 09900 | Paint & Wallcoverings | 56,159 | |
| 10140 | Signage | 0 | |
| 10220 | Toilet Partitions | 0 | |
| 10280 | Toilet Accessories | 0 | |
| 10440 | Fire Extinguishers/Cabinets | 0 | |
| 11130 | Dock Equipment | 0 | |
| 11200 | Appliances | 0 | |
| 12200 | Window Coverings | 0 | |
| 21000 | Fire Sprinklers | 0 | |
| 22000 | Plumbing | 0 | |
| 23000 | HVAC | 0 | |
| 26000 | Electrical | 498,050 | |
| 28310 | Fire Life Safety | 0 | |
| 31000 | Earthwork | 0 | |
| 32120 | Asphalt & Striping | 0 | |
| 01210 | Permits & Licenses | 0 | |
| 01240 | Architect Fees | 0 | |
| | Landscape & Irrigation | 0 | |
| | Miscellaneous | 0 | |
| | Misc. 3 | 0 | |
| | Misc. 4 | 0 | |
| | Contingency | 0 | |
| | | | |
| | Subtotal | 1,156,523 | |
| | Liability Insurance | 11,565 | |
| | Subtotal | 1,168,089 | |
| | Overhead & Profit | 70,085 | |
| | Total | \$ 1,238,174 | |