



**OPERATIONS CLUSTER
AGENDA REVIEW MEETING**

DATE: January 4, 2023
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 – Carlos Arreola/Anthony Baker**
2. **INFORMATIONAL ITEM(S):**
 - A) Board Letter:
APPROVE SOLE SOURCE AMENDMENT NUMBER FOUR TO EXTEND AGREEMENT NUMBER 42201 WITH DATAWORKS PLUS, LLC FOR CONTINUED MAINTENANCE AND SUPPORT SERVICES FOR THE DIGITAL MUGSHOT SYSTEM
LASD/CIO – Alex Madera, Contracts Manager and
Lt. Derek Sabatini, Project Director
 - B) Board Letter:
REQUEST APPROVAL TO AWARD ONE VEHICLE AND VEHICLE-RELATED EQUIPMENT AUCTION SERVICES CONTRACT
ISD – Christie Carr, Division Manager
 - C) Board Letter:
EIGHT-YEAR LEASE
SHERIFF'S DEPARTMENT
12440 IMPERIAL HIGHWAY, SUITE 116, NORWALK
CEO/RE - Michael Navarro, Leasing Section Chief

CONTINUED ON PAGE 2

D) Board Letter:
SEVEN-YEAR LEASE
PROBATION DEPARTMENT
1299 EAST ARTESIA BOULEVARD, CARSON
CEO/RE - Michael Navarro, Leasing Section Chief

E) Board Letter:
FACILITY REINVESTMENT PROGRAM APPROVE CAPITAL AND
EXTRAORDINARY MAINTENANCE PROJECTS AND BUDGETS,
APPROPRIATION ADJUSTMENT, USE OF JOB ORDER CONTRACTING
CEO/CP - Amir Alam, CEO Manager and
ISD - Thomas DeSantis, P&PM Division Manager

3. **PRESENTATION/DISCUSSION ITEMS:**

None available.

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

5. **Adjournment**

FUTURE AGENDA TOPICS

CALENDAR LOOKAHEAD:

None available.

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	1/4/2023		
BOARD MEETING DATE	1/24/2023		
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)	Sheriff's Department		
SUBJECT	Board approval to extend Agreement Number 42201 with DataWorks Plus LLC.		
PROGRAM	Digital Mugshot System Maintenance and Support Services		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: In compliance with Board Policy 5.100 – Amendments to extend the term of the current contract beyond its original term are “Sole Source Amendments”.		
DEADLINES/ TIME CONSTRAINTS	The current Agreement expires on February 7, 2023.		
COST & FUNDING	Total cost: \$1,046,255.58	Funding source: Automated Fingerprint Identification System (AFIS) Fund	
	TERMS (if applicable): Two years.		
	Explanation: This is a zero-net-County-cost amendment.		
PURPOSE OF REQUEST	Extension of the current Agreement for Digital Mugshot System Maintenance and Support Services for an additional two-year period, from February 8, 2023, through and including February 7, 2025.		
BACKGROUND (include internal/external issues that may exist including any related motions)	As a critical component of the LACRIS network, the system provides law enforcement agency access to a computerized investigative tool that matches subject photos against existing criminal booking photos utilizing highly sophisticated proprietary functions customized for the County's needs.		
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: • Alex Madera, Contracts Manager, (213) 229-3276, AMadera@lasd.org • Lt. Derek Sabatini, Project Director (562) 345-4319, DSSabatini@lasd.org		

January 24, 2023

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

Dear Supervisors:

**APPROVE SOLE SOURCE AMENDMENT NUMBER FOUR TO
EXTEND AGREEMENT NUMBER 42201 WITH DATAWORKS PLUS, LLC
FOR CONTINUED MAINTENANCE AND SUPPORT SERVICES FOR
THE DIGITAL MUGSHOT SYSTEM
(ALL DISTRICTS) (3 VOTES)**

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

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board approval of Sole Source Amendment Number Four (Amendment) to extend Agreement Number 42201 (Agreement) with Dataworks Plus, LLC (Dataworks) for continued maintenance and support services (Services) of the Department's Digital Mugshot System, known as Los Angeles Photo Manager (LAPH) system.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and sign the attached Amendment to the Agreement with Dataworks to, among other things, (1) extend the Term of the Agreement for two years, beyond the current expiration date of February 7, 2023, and (2) increase the Maximum Contract Sum by \$1,046,255.58.
2. Delegate authority to the Sheriff, or his designee, to terminate the Agreement for convenience, either in whole or in part, if necessary, with 30 calendar days written notice following the Department completing the solicitation and selection process for a replacement contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The LAPH system is a critical part of the Los Angeles County Regional Identification System (LACRIS) network. The LAPH system captures, stores, archives, and retrieves personal identification images and data within the network with highly sophisticated proprietary functions designed specifically for the County.

This Amendment is necessary to ensure the continued operation of the LAPH system while the Department conducts an RFP for a replacement system. The Department anticipates posting a solicitation in early 2023.

The LAPH system is proprietary to Dataworks. Dataworks does not license, certify, nor otherwise endorse any third party to maintain its proprietary technology.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The Services provided under this Agreement support the County's Strategic Plan, Goal 3, Integrated Services Delivery; maximizing the opportunities to measurably improve client and community outcomes, and leverage resources through the continuous integration of public safety services.

FISCAL IMPACT/FINANCING

The cost for the proposed extension term is \$1,046,255.58 and increases the Maximum Contract Sum to \$5,682,962.52.

The Agreement is funded in whole by the Automated Fingerprint Identification System (AFIS) fund at zero-net-cost to County.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In 2008, following a competitive solicitation, the Department acquired the LAPH system which included software licensing, maintenance, and support under an Internal Services Department (ISD) issued Master Agreement (MA). The MA expired on September 30, 2013.

On January 16, 2014, ISD executed a Purchase Order (PO) on behalf of the Department to purchase four additional servers to improve the response time for the facial recognition software and expand the number of concurrent users for training and real-time LAPH system queries.

On November 17, 2014, ISD executed a PO on behalf of the Department to upgrade the LAPH software, add a Cal-Photo XML interface, add case management software with pose correction, and provide a mobile gateway solution to allow LAPH system access using mobile devices.

The Agreement requires Dataworks to be in compliance with all Board and County Chief Executive Office requirements.

In compliance with Board Policy 6.020, Chief Information Office Board Letter Approval, the Office of the Chief Information Officer (OCIO) reviewed the information technology (IT) components (management, design, development, acquisition, expansion, or purchase of IT systems and/or related services) of this request and recommends approval. The OCIO determined the recommended actions do not include any new IT items that would necessitate a formal written CIO Analysis.

The Amendment has been reviewed and approved as to form by County Counsel.

CONTRACTING PROCESS

On February 8, 2015, your Board authorized the Sheriff to enter into Sole Source Agreement 42201 with Dataworks to provide continuing proprietary maintenance and support services to the County's digital mugshot system.

On July 7, 2022, the Department submitted to your Board, an advance notification of its intent to enter into negotiations for a Sole Source Amendment to extend the Agreement with Dataworks.

The Department has targeted the first calendar quarter of 2023 to release a Request for Proposals to purchase a replacement digital mugshot system as well as ongoing services.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this action will ensure continued Services for, and uninterrupted operation of, the Department's Digital Mugshot System.

CONCLUSION

Upon Board approval, please return two adopted copies of this Board letter and two original executed copies of the Amendment to the Department's Contracts Unit.

Sincerely,

Reviewed by:

ROBERT G. LUNA, SHERIFF

PETER LOO
ACTING CHIEF INFORMATION OFFICER

RGL:ALT:AM:am

(Fiscal Administration Bureau - Contracts Unit)

c: Board of Supervisors, Justice Deputies
Celia Zavala, Acting Executive Officer, Board of Supervisors
Fesia Davenport, Chief Executive Officer
Sheila Williams, Senior Manager, Chief Executive Office (CEO)
Rene Phillips, Manager, CEO
Jocelyn Ventilacion, Principal Analyst, CEO
Bryan Bell, Budget Analyst, CEO
Dawyn R. Harrison, Interim County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Cammy C. DuPont, Principal Deputy County Counsel
Peter Loo, Interim Chief Information Officer, Chief Information Office (CIO)
April L. Tardy, Undersheriff
Jason A. Skeen, Chief of Staff, Office of the Sheriff
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Brian Yanagi, Chief, Technology and Support Division (TSD)
Glen C. Joe, Assistant Division Director, ASD
Chris Kovac, Commander, TSD
James C. Peterson, Captain, TSD, Data Systems Bureau (DSB)
Rick M. Cavataio, Director, Fiscal Administration Bureau (FAB)
Angelo Faiella, Assistant Director, FAB, Contracts Unit
Derek S. Sabatini, Lieutenant, DSB
Rene Garcia, Lieutenant, ASD
Adam R. Wright, Sergeant, ASD
Kristine D. Corrales, Deputy, ASD
Christian Hai, Information Technology Specialist I, DSB, LACRIS
Alex Madera, Manager, FAB, Contracts Unit
(Contracts/Board Letter – Dataworks Plus, LLC)

**AMENDMENT NUMBER FOUR TO
AGREEMENT NUMBER 42201 FOR
DIGITAL MUGSHOT SYSTEM MAINTENANCE AND SUPPORT SERVICES**

This Amendment Number Four (Amendment) to Agreement Number 42201 (Agreement) is entered into by and between County of Los Angeles (County) and Dataworks Plus, LLC (Contractor), effective upon earliest execution by either party hereto.

- A. WHEREAS, on January 27, 2015, County and Dataworks Plus, LLC (Dataworks) entered into the Agreement for Digital Mugshot System Maintenance and Support Services for the Term of February 8, 2015 through February 7, 2019; and
- B. WHEREAS, on January 29, 2019, County and Contractor entered into Amendment Number One to (1) extend the Term of the Agreement for an additional two-year period from February 8, 2019, through February 7, 2021, plus two one-year Option Terms, (2) increase the Maximum Contract Sum of the Agreement, (3) update Exhibit C (Price Sheet and Equipment List) of the Agreement, (4) revise County-mandated provisions regarding the GAIN/GROW Program, Assignment by Contractor, Quality Assurance Plan, Safely Surrendered Baby Law, and Local Small Business Enterprise (SBE) Preference Program, (5) add the County-mandated provisions regarding Technology Errors & Omissions Insurance, Privacy/Network Security (Cyber) Liability, Default Method of Payment: Direct Deposit or Electronic Funds Transfers, County's Zero Tolerance Policy on Human Trafficking, Compliance with Fair Chance Employment Practices, and Compliance with the County Policy of Equity, and (6) add Exhibit S, Compliance with Fair Chance Employment Hiring Practices Certification, to the Agreement; and
- C. WHEREAS, on January 26, 2021, County and Contractor entered into Amendment Number Two to (1) extend the Term of the Agreement for the first one-year Option Term from February 8, 2021, through and including February 7, 2022, (2) update the County-mandated provision regarding Insurance Coverage, and (3) add the County-mandated provision regarding Prohibition from Participation in Future Solicitation(s).
- D. WHEREAS, on February 15, 2022, County and Contractor entered into Amendment Number Three to (1) extend the Term of the Agreement for the second one-year Option Term from February 8, 2022, through and including February 7, 2023, (2) update the County-mandated provisions regarding Assignment and Delegation/Mergers or Acquisitions, Counterparts and Electronic Signatures and Representations, and Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List, and (3) add the County-mandated provision regarding COVID-19 Vaccinations of County Contractor Personnel.
- E. Whereas the Agreement will expire on February 7, 2023; and

**AMENDMENT NUMBER FOUR TO
AGREEMENT NUMBER 42201 FOR
DIGITAL MUGSHOT SYSTEM MAINTENANCE AND SUPPORT SERVICES**

- F. WHEREAS, County and Contractor agree to (1) extend the Term of the Agreement for an additional two-year period from February 8, 2023 through February 7, 2025, (2) increase the Maximum Contract Sum by \$1,046,255.58 from \$4,636,706.94 to \$5,682,962.52, (3) update the County-mandated provisions regarding Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law, Notice to Employees regarding the Safely Surrendered Baby Law, and Compliance with Fair Chance Employment Hiring Practices, and (4) update Exhibit C (Price Sheet and Equipment List) of the Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and for good and valuable consideration, County and Contractor hereby agree to amend the Agreement as follows:

1. Section 7 (Term) of the Agreement is deleted in its entirety and replaced as follows to extend the Term of the Agreement through February 7, 2025.

7. TERM

7.1 The Term of this Agreement will commence February 8, 2015, and must terminate on February 7, 2025, unless terminated earlier in whole or in part, as provided in this Agreement.

7.2 County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise an extension option.

7.3 Contractor must notify the Department when this Agreement is within six months from the expiration of the Term as provided for hereinabove. Upon occurrence of this event, Contractor must send written notification to the County Project Director at the address herein provided in Subparagraph 3.1.1 (County Project Director) of this Agreement.

2. Paragraph 8.2 (Maximum Contract Sum) of the Agreement is deleted in its entirety and replaced as follows to increase the Maximum Contract Sum by \$1,046,255.58 from \$4,636,706.94 to \$5,682,962.52 for the additional two-year period:

8.2 Maximum Contract Sum

The Maximum Contract Sum under this Agreement will be the total monetary amount that would be payable by County to Contractor for providing required Work under this Agreement for the Term, including an

**AMENDMENT NUMBER FOUR TO
AGREEMENT NUMBER 42201 FOR
DIGITAL MUGSHOT SYSTEM MAINTENANCE AND SUPPORT SERVICES**

allocation of \$460,000 in contingency funds, to cover System-related professional services requested by County and other exclusions identified in Section 21.0 (Exclusions) of Exhibit B (Statement of Work) of this Agreement. The Maximum Contract Sum for this Agreement, including such contingency funds and applicable taxes authorized by County hereunder, may not in any event, expressly or by implication, exceed \$1,046,255.58, and must be allocated as set forth in Exhibit C (Price Sheet and Equipment List) of this Agreement. Contractor acknowledges and agrees that the Maximum Contract Sum is an all-inclusive, not-to-exceed price that is an agreed upon assessment of the amount to be paid by County to Contractor for the Term of this Agreement.

3. Section 49.0 (Safely Surrendered Baby Law) of Exhibit A (Additional Terms and Conditions) of the Agreement is deleted in its entirety and replaced as follows to update the County-mandated provision:

49.1 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit I (Safely Surrendered Baby Law), in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

49.2 Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor must notify and provide to its employees and must require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I (Safely Surrendered Baby Law) of the Agreement. Additional information is available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

4. Section 67.0 (Compliance with Fair Chance Employment Practices) of Exhibit A (Additional Terms and Conditions) of the Agreement is deleted in its entirety and replaced as follows to update the County-mandated provision:

**AMENDMENT NUMBER FOUR TO
AGREEMENT NUMBER 42201 FOR
DIGITAL MUGSHOT SYSTEM MAINTENANCE AND SUPPORT SERVICES**

8.10 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. Contractor's violation of this Section of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement.


5. Exhibit C (Price Sheet and Equipment List) to the Agreement is deleted in its entirety and replaced with revised Exhibit C (Price Sheet and Equipment List, amended and restated under Amendment #4 as of 02/08/23) to add the additional two-year period.
6. Except as expressly provided in this Amendment, all other terms, and conditions of the Agreement will remain the same and in full force and effect.
7. Contractor represents and warrants that the person executing this Amendment for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of this Amendment and that all requirements of Contractor have been fulfilled to provide such actual authority.

**AMENDMENT NUMBER FOUR TO
AGREEMENT NUMBER 42201 FOR
DIGITAL MUGSHOT SYSTEM MAINTENANCE AND SUPPORT SERVICES**

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Amendment Number Four to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and Contractor has caused this Amendment Number Four to be executed on its behalf by its duly authorized officer.

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

DATAWORKS PLUS, LLC
Signed: 
Printed: Todd Pastorini
Title: VP/General Manager
Date: 11/16/2022

APPROVED AS TO FORM:
DAWYN R. HARRISON
Interim County Counsel


By: 
CAMMY C. DUPONT
Principal Deputy County Counsel

EXHIBIT C
PRICE SHEET AND EQUIPMENT LIST
(Amended and Restated Under Amendment #4 as of 02/08/23)

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Original Agreement					
Maintenance and Support Cost		Year 2	Year 3	Year 4	Total 4 Year Cost
	Feb 8, 2015 - Feb 7, 2016	Feb 8, 2016 - Feb 7, 2017	Feb 8, 2017 - Feb 7, 2018	Feb 8, 2018 - Feb 7, 2019	
Current Equip Configuration	\$ 251,492.15	\$ 252,070.57	\$ 252,070.57	\$ 252,070.57	\$ 1,007,703.86
Upgrade Equip/SW Milestone 1	\$ -	\$ 122,100.00	\$ 133,200.00	\$ 133,200.00	\$ 388,500.00
Upgrade Equip/SW Milestone 2	\$ -	\$ 66,600.00	\$ 88,800.00	\$ 88,800.00	\$ 244,200.00
Total Yearly Cost	\$ 251,492.15	\$ 440,770.57	\$ 474,070.57	\$ 474,070.57	\$ 1,640,403.86
Contingency Fund					\$ 460,000.00
Original Maximum Contract Sum					\$ 2,100,403.86

Amendment #1					
Maintenance and Support Cost	Year 1	Year 2	Year 3	Year 4	Total 4 Year Cost
	Feb 8, 2019 - Feb 7, 2020	Feb 8, 2020- Feb 7, 2021	Feb 8, 2021 - Feb 7, 2022	Feb 8, 2022- Feb 7, 2023	
Current Equip Configuration	\$ 429,967.57	\$ 445,927.57	\$ 445,927.57	\$ 445,927.57	\$ 1,767,750.28
Upgrade Cognitec Engine	\$ 195,000.00	\$ 11,500.00	\$ 11,500.00	\$ 11,500.00	\$ 229,500.00
Upgrade Rank One Engine	\$ 330,000.00	\$ 46,000.00	\$ 46,000.00	\$ 46,000.00	\$ 468,000.00
Upgrade Equip	\$ -	\$ 71,052.80	\$ -	\$ -	\$ 71,052.80
Total Yearly Cost	\$ 954,967.57	\$ 574,480.37	\$ 503,427.57	\$ 503,427.57	\$ 2,536,303.08
Original Maximum Contract Sum					\$ 2,100,403.86
Amendment #1 Maximum Contract Sum					\$ 4,636,706.94

Amendment #4			
Maintenance and Support Cost	Year 1 (2/8/23-2/7/24)	Year 2 (2/8/24-2/7/25)	Total 2 Year Cost
Price Per Year:	\$ 523,127.79	\$ 523,127.79	\$ 1,046,255.58
Amendment #1 Maximum Contract Sum:			\$ 4,636,706.94
Amendment #4 Maximum Contract Sum:			\$ 5,682,962.52

Time-and-Material Rate:

8 a.m. - 5 p.m. (Monday - Friday local time)	\$180 per hour, 2 hours minimum charge
After 5 p.m., Saturday, Sunday, and Holidays	\$260 per hour, 2 hours minimum charge

Contractor must replace failed equipment pursuant to Paragraph 22.5 of Section 22.0 (Assumptions) of the Statement of Work, with similar or better quality equipment, at no cost to the County, within a mutually agreed upon time frame, throughout the Term of the Agreement.

Contractor must perform teardown, move, and reconfiguration (TMR) services at no cost to the County. Refer to Paragraph 4.2 of Exhibit B (Statement of Work) of the Agreement.

Equipment/software Acceptance Date: 5/6/2014

EXHIBIT C
PRICE SHEET AND EQUIPMENT LIST
AMENDED AND RESTATED UNDER AMENDMENT NUMBER FOUR as of 02/08/23

Page 2 of 4

EQUIPMENT LIST

Hardware purchased from DataWorks Plus (DWP) Job Number 15-00145:

- One Dell N4032F Networking Switch
 - Service Tag: F17Q0Z1
- Three Dell PE R730xd 2.3GHs Servers
 - Service Tags: 95CCB42, 9QTHB42 9MZHB42
- One Dell PowerVault MD3600i
 - Service Tag: 2SRQB42
- One Dell N4064 Networking Switching
 - Service Tag: 9W0Q0Z1
- One Dell KMM Console
 - Serial Number: 0040335246
- Four Dell PowerEdge R630 2.3GHz Servers
 - Service Tags: B2YKB42, B2YNB42, B2YMB42, B2YLB42
- One Dell KVM Switch
 - Serial Number: 0510209228

Hardware purchased from DWP Job Number 18-01329:

- Four Dell PowerEdge R640 Servers
 - Service Tags: J13XH63, J13ZH63, J13YH63, J140J63

Digital PhotoManager™/NIST Manager Plus™ Application Server Software:

- Digital PhotoManager™ Server Edition for Active/Active Cluster
- Digital PhotoManager™ Index Server
- NIST Manager Plus™ Server Edition for Active/Active Cluster
- WebWorks Server™ Edition for 6 servers (Built in Failover/load balancing)
- WebWorks Plus™ for 250 Concurrent User
- WebWorks Express™ for Unlimited Concurrent Users
- NISTWorks™ for 10 Concurrent Users

Backup Server Processing Software:

- Digital PhotoManager™/NIST Manager Plus™ Standby SQL Server Application Software
- Microsoft Windows Enterprise Server 2012
- Microsoft SQL Server 2012 Standard Edition

Facial Recognition Server:

- Microsoft Windows Enterprise Server 2012
- Face Plus Server Edition using the Cognitec engine
- Mobile Face Recognition
- Face Recognition Watchlist

EXHIBIT C
PRICE SHEET AND EQUIPMENT LIST
AMENDED AND RESTATED UNDER AMENDMENT NUMBER FOUR as of 02/08/23

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Tattoo Recognition Server:

- Tattoo Matching Server Edition

Composite Drawing Server with Dual Processor:

- Microsoft Windows Enterprise Server 2012
- Faces 4.0 Composite drawing software for 25 Concurrent connections
- Microsoft Terminal server 25 connections

Interfaces:

- Cal-Photo
- LAFIS
- Web service for image enabling LA RMS applications
- California DOJ Justice Identity Manager

DWP Job Number 14-00927:

Facial Recognition Upgrade

- Engine Upgrades:
 - Add 1,000,000 image templates of B7 (Cognitec Engine)
 - Upgrade 7,000,000 total image templates to B7 (Cognitec Engine)
- Case Management:
 - Add Case Management with Pose Correction
- Mobile Facial Recognition:
 - Web-Based Client for iOS, Android (current versions) & Windows 8 tablet
 - Facial Recognition Mobile Application for 250 devices
- Reporting/Transaction
 - DataWorks Plus Local Reporting/Transaction Controller Server:
 - Dell PowerEdge R620
 - Intel® Xeon® E5-2620 2.00GHz, 15M Cache, 7.2GT/s QPI, Turbo, 6C, 95W, Max Mem 1333MHz
 - 16GB RDIMM, 1600MT/s, Low Volt, Dual Rank, x4 Data Width
 - (2) 500GB 7.2K RPM SATA 2.5-in HotPlug Hard Drive
 - SW RAID 1 for S110
 - Single, Hot-plug Power Supply, NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet
 - Broadcom 5720 QP 1Gb Network Daughter Card
 - Windows Server®2012 Standard
 - No Monitor
 - DataWorks Plus RAPID-ID Transaction Controller Software & Reports:
 - DataWorks Plus RAPID-ID Reporting Module
 - DataWorks Plus Transaction Controller Module
 - FBI/RISC Portal Service

EXHIBIT C
PRICE SHEET AND EQUIPMENT LIST
AMENDED AND RESTATED UNDER AMENDMENT NUMBER FOUR as of 02/08/23

Page 4 of 4

- LOCAL AFIS Interface Protocol
- RAPID-ID Software for current LACRIS Bluecheck Deployment (4,000 Units):
DataWorks Plus' RAPID-ID Software includes the device server access,
license, and user documentation.

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

Chief Executive Office

Date

SOLE SOURCE QUESTIONNAIRE

It is the policy of the County, to solicit the maximum number of bids/proposals for a commodity or service from the largest relevant market and to select vendors on a competitive basis.

There are certain acquisitions which when in the best interest of the County, can only be obtained from a sole source. Sole source acquisitions must be justified in sufficient detail to explain the basis for suspending the usual competitive procurement process.

NOTE: Please refer to Procedure P-3700 of the ISD Purchasing Policies on Procedures Manual.

DOCUMENTATION FOR SOLE SOURCE JUSTIFICATION FOR DIGITAL MUGSHOT SYSTEM MAINTENANCE AND SUPPORT SERVICES MUST INCLUDE RESPONSES TO THE FOLLOWING QUESTIONS:

Justification – Commodity/Services

1. What is being requested?

Continued maintenance and support services for the Department's use of a proprietary Digital Mugshot System.

2. Why is the product needed? – How will it be used?

The maintenance and support services are necessary for the continued use of the DataWorks Plus, LLC's Digital Mugshot System (the "System") while the Department completes the solicitation process for a successor contract.

3. Is this brand of product the only one that meets the user's requirements? If yes, what is unique about the product?

Both the services and System are proprietary to DataWorks Plus, LLC.

4. Have other products/vendors been considered? If yes, which products/vendors have been considered and how did they fail to meet the user's requirements?

Not applicable.

- 5. Will purchase of this product avoid other costs, e.g. data conversion, training, purchase of additional hardware, etc.?**

Not applicable.

- 6. Is the product proprietary or is it available from various dealers? Have you verified this?**

The Services are proprietary.

- 7. Reasonableness of Price. Does the County obtain a special or pricing not available to the private sector? How does County pricing compare with other governmental entities?**

Not applicable.

- 8. If this purchase is an upgrade of existing equipment, what is the dollar value of existing equipment and the purchase order number for the existing equipment?**

Not applicable.

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	1/4/2023	
BOARD MEETING DATE	1/24/2023	
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)	Internal Services Department (ISD)	
SUBJECT	Request approval of the Vehicle and Vehicle-Related Equipment Live Auction Services Contract.	
PROGRAM	N/A	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	The current contract expires on 12/31/22.	
COST & FUNDING	Total cost: Zero cost contract; Revenue generating contract.	Funding source: N/A
	TERMS (if applicable): Initial term of four years, with two additional two-year renewal options and six month-to-month extensions, effective upon Board approval.	
	Explanation: The contract provides a means to sell the County's surplus vehicles and vehicle-related equipment to the public, and the County receives the revenue from the sale of these items. In addition to the sales revenue, the County receives a percentage of the buyer's premium. The generated revenue is based upon the volume of County vehicles and vehicle-related equipment sold at auctions. Under the proposed contract, the County will receive 100 percent of the sales revenue for all vehicles and vehicle-related equipment sold. The contractor will recover their operating costs by charging the purchaser a buyer's premium of 10 percent of the sales price. The contractor will retain 90 percent of this premium and will rebate 10 percent of the buyer's premium back to the County.	
PURPOSE OF REQUEST	1. Authorize the Director of the Internal Services Department, or his designee, to award and execute the attached contract (Attachment 1) with JJ Kane Associates d.b.a. Ken Porter Auctions to provide vehicle and vehicle-related equipment live auction services effective upon Board approval, for a period of four years, with two additional two-year renewal options and six month-to-month extensions. 2. Authorize the Director, ISD to exercise the renewal options and month-to-month extensions in accordance with the attached contract. 3. Authorize the Director of ISD to execute applicable contract amendments should the original contracting entity merge, be acquired, or otherwise have a change of entity, execute applicable amendments to make necessary changes which affect the scope of services and/or features to existing services to meet the County's needs, and make changes to the terms and conditions to align with Board policy changes and directives.	
BACKGROUND	The County has a wide range of surplus vehicles and vehicle-related equipment which require disposal, including but not limited to, passenger cars, trucks, trailers, and construction equipment. Under the proposed contract, the contractor will provide vehicle and vehicle-related equipment auction services, of such surplus, that are accessible by all County departments through the ISD administered contract. Over the last three fiscal years, under the revenue-generating contract, the County received vehicle sales revenue averaging \$2.5 million per year.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
DEPARTMENTAL CONTACTS	Christie Carr, Division Manager; 323- 267-3101; ccarr@isd.lacounty.gov	



SELWYN HOLLINS
Director

County of Los Angeles
INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue
Los Angeles, California 90063

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

"Trusted Partner and Provider of Choice"

January 24, 2023

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

Dear Supervisors:

**REQUEST AUTHORITY TO AWARD VEHICLE AND VEHICLE-RELATED
EQUIPMENT LIVE AUCTION SERVICES CONTRACT
(ALL DISTRICTS – 3 VOTES)**

SUBJECT

Request approval to award one vehicle and vehicle-related equipment live auction services contract for use by various County departments.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director of the Internal Services Department (ISD), or his designee, to award and execute the attached contract (Attachment 1) with JJ Kane Associates d.b.a. Ken Porter Auctions (Ken Porter Auctions) to provide vehicle and vehicle-related equipment live auction services effective upon Board approval, for a period of four years, with two additional two-year renewal options and six month-to-month extensions.
2. Authorize the Director, of ISD, or his designee to exercise the renewal options and month-to-month extensions in accordance with the attached contract.
3. Authorize the Director of ISD, or his designee, to execute applicable contract amendments should the original contracting entity merge, be acquired, or otherwise have a change of entity, execute applicable amendments to make necessary changes which affect the scope of services and/or features to

existing services to meet the County's needs, and make changes to the terms and conditions to align with Board policy changes and directives.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The County has a wide range of surplus vehicles and vehicle-related equipment which require disposal, including but not limited to, passenger cars, trucks, trailers, and construction equipment. The County's surplus fleet vehicles and vehicle-related equipment are currently disposed of through the public auction process provided under a contract administered by ISD. The current contract provides a means to sell the County's surplus vehicles and vehicle-related equipment to the general public, and the County receives the revenue from the sale of these items. In addition to the sales revenue, the County receives a percentage of the buyer's premium.

Under the proposed contract, the recommended contractor will provide vehicle and vehicle-related equipment auction services that are accessible by all County departments, and ISD will continue to manage the contract under the same revenue generating structure. The contractor will be responsible for conducting a minimum of two public auctions per month at Contractor's facilities or other facilities specified by the County, using both live public and online service delivery methods. The contractor is also responsible for picking up vehicles and/or vehicle-related equipment from County locations and safeguarding them until auction and providing all advertising for each auction.

Recommendation number one requests delegated authority to the Director of ISD to execute the proposed contract to provide vehicle and vehicle-related equipment auction services.

Approval of recommendation number two and three will allow ISD to effectively manage the contract through the contract term.

Approval of the recommended contract will ensure County departments continue to have the opportunity to generate revenue through the timely sale of surplus vehicles and vehicle-related equipment.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended contract supports the County's Strategic Plan Strategy III.3 - Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, specifically Strategy III.3.1 (Maximize Revenue) and Strategy III.3.2 (Manage and Maximize County Assets) by maximizing the use of County assets and implementing a process to leverage resources to help fund County initiatives through a centralized contract that provides auction services of County vehicle and vehicle-related assets Countywide.

FISCAL IMPACT/FINANCING

Under the proposed contract, the County will receive 100 percent of the sales revenue for all vehicles and vehicle-related equipment sold. The recommended contractor will recover their operating costs by charging the purchaser a buyer's premium of 10 percent of the sales price. The contractor will retain 90 percent of this premium and will rebate 10 percent of the buyer's premium back to the County. The revenue share percentages for the contract are fixed for the initial term of the contract and any extension years that should be exercised.

The generated revenue is based upon the volume of County vehicles and vehicle-related equipment sold at auctions. Over the last three fiscal years, the County received vehicle sales revenue averaging \$2.5 million per year. Historically, four County departments have utilized the contract (Fire Department, ISD, Public Works, and the Sheriff's Department), and each received revenue based on the sale of its vehicles and vehicle-related equipment.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County Code (Chapters 2.81.910 and 2.122.080) authorizes the Director, ISD to dispose of surplus County property. The proposed contract will be awarded under this authority effective upon Board approval for a period of four years, with two additional two-year renewal options and six month-to-month extensions. Due to the nature of the services, the contract does not allow for a cost of living adjustment.

The contract contains all the Board's required contract provisions and are unchanged from the Sample Contract that was issued with the Request for Proposals (RFP). The required limits of applicable insurance coverage are also included. The terms and conditions of the recommended contract have also been approved as to form by County Counsel.

Due to the highly specialized and technical nature of the services, the proposed contract is not a Proposition A contract and, therefore, not subject to the Living Wage Program (County Code Chapter 2.201). It has been determined that the services under this contract do not impact Board Policy No. 5.030, "Low Cost Labor Resource Program," because of the specialized nature of the services.

CONTRACTING PROCESS

On September 2, 2022, ISD released a Request for Proposals (RFP) for vehicle and vehicle-related equipment live auction services and posted the solicitation and contracting opportunity announcement on the County's "Doing Business with Us" web site (Attachment 2) which was released to approximately 26 vendors.

To increase opportunities and participation from County Preference Program vendors (i.e., Local Small Business Enterprise, Disabled Veteran Business Enterprise, or Social Enterprise and the Community Business Enterprise program), ISD regularly hosts outreach efforts such as vendor events with the Office of Small Business and other County departments to advertise contracting opportunities.

A mandatory virtual proposer's conference was held on September 15, 2022, with four firms in attendance.

As a result of the competitive solicitation, two proposals were received on October 12, 2022, and reviewed for compliance with the minimum requirements criteria stated in the RFP. Both proposals were determined to be in compliance with the minimum requirements criteria. A committee of subject matter experts evaluated the proposals in accordance with the evaluation process identified in the RFP and has ranked Ken Porter Auctions as the highest ranked proposer. ISD conducted a debriefing meeting with the second proposer on November 17, 2022. During the debriefing, ISD provided evaluator's notes, comments, and an explanation of scores to the second proposer.

A summary of Community Business Enterprise Program information for the recommended vendor is attached (Attachment 3). On final analysis, selections were made without regard to gender, race, creed, or color or national origin.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no negative impact on current services or projects. Approval of the recommendations will ensure the County can continue to dispose of surplus vehicles and vehicle-related equipment through auctions and receive the revenue associated with sales.

CONCLUSION

Upon approval by the Board, it is requested that the Executive Office, Board of Supervisors return one stamped copy of the approved Board Letter to the Director of ISD. Approval of the recommended contract will allow ISD to continue successfully managing the County's vehicle and vehicle-related equipment live auction services.

Respectfully submitted,

SELWYN HOLLINS
Director

SH:MO:LG:CC:ew

Attachments

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

ATTACHMENT 1



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

**JJ KANE ASSOCIATES d.b.a.
KEN PORTER AUCTIONS**

FOR

**VEHICLE AND VEHICLE-RELATED EQUIPMENT
LIVE AUCTION SERVICES**

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STANDARD EXHIBITS

- A** Statement of Work and Attachments
- B** Pricing Schedule
- C** Intentionally Omitted
- D** County's Administration
- E** Contractor's Administration
- F** Form(s) Required at the Time of Contract Execution (COVID-19 Vaccination Certification of Compliance and Confidentiality Forms)
- G** Safely Surrendered Baby Law

UNIQUE EXHIBITS

- H** Intentionally Omitted
- I** Intentionally Omitted
- J** Intentionally Omitted

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

- K** Information Security and Privacy Requirements

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND**

**JJ KANE ASSOCIATES d.b.a.
KEN PORTER AUCTIONS**

FOR

VEHICLE AND VEHICLE-RELATED EQUIPMENT LIVE AUCTION SERVICES

This Contract ("Contract") made and entered into this ____ day of _____ 2023 by and between the County of Los Angeles, hereinafter referred to as County and JJ Kane Associates d.b.a. Ken Porter Auctions, hereinafter referred to as "Contractor". Ken Porter Auctions is located at 4510 Muth Way, Jurupa Valley, CA 92509.

RECITALS

WHEREAS, the County may contract with private businesses for Vehicle and Vehicle-Related Equipment Live Auction Services when certain requirements are met; and

WHEREAS, the Contractor is a private (public, non-profit) firm specializing in providing Vehicle and Vehicle-related Equipment Live Auction Services; and

WHEREAS, this Contract is therefore authorized under California Government Code Section 31000, which authorizes the Board of Supervisors to contract for special services and under California Government Code Section 25504, which authorizes the Purchasing Agent to dispose of surplus property;

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

1 APPLICABLE DOCUMENTS

Exhibits A through K are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

Exhibit A	Statement of Work and Attachments
Exhibit B	Pricing Schedule
Exhibit C	Intentionally Omitted
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	Forms Required at the Time of Contract Execution (COVID-19 Vaccination Certification of Compliance and Confidentiality Forms)
Exhibit G	Safely Surrendered Baby Law

Unique Exhibits:

Exhibit H	Intentionally Omitted
Exhibit I	Intentionally Omitted
Exhibit J	Intentionally Omitted

Information Security and Privacy Requirements

Exhibit K	Information Security and Privacy Requirements
-----------	---

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

2 DEFINITIONS

2.1 Standard Definitions:

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein must be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1.1 Board of Supervisors (Board): The Board of Supervisors of the County of Los Angeles acting as governing body.

- 2.1.2 Buyer's Premium:** A fee that is added to the sale price of all items purchased at auctions and paid by the buyer.
- 2.1.3 Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.
- 2.1.4 Contract Discrepancy Report:** A report issued by the County to the Contractor detailing performance issue(s) as related to work stated in the Contract and SOW and provides the Contractor a means to explain and correct deficiencies as to preclude a recurrence of the issue(s).
- 2.1.5 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this contract.
- 2.1.6 Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.1.7 County Contract Monitor:** Person(s) with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services, and other work provided by Contractor.
- 2.1.8 County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.1.9 County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.1.10 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.11 Department Head:** The Director of County's Internal Services Department.
- 2.1.12 Departmental Surplus Vehicle Coordinator (DSVC):** This individual is responsible for coordinating service requirements for his/her respective County department.
- 2.1.13 Facility(ies):** Property(ies) owned and/or operated by the County of Los Angeles.
- 2.1.14 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.15 Gross Sales:** Sale price(s) collected at auction by Contractors from buyers for County vehicles and vehicle related equipment sold.

- 2.1.16 Incidental Services:** County approved repairs, parts, and services including, but not limited to, removal of decals, bumper stickers any identifiers of Los Angeles County, and paint over the area, removal of light bars, battery replacements, mechanical repairs, replacement parts associated with mechanical repairs, and other charges as preapproved by County.
- 2.1.17 Internal Services Department (ISD):** The County Department responsible for administration of the Contract.
- 2.1.18 Minimum Acceptable Price:** Amount determined by County Project Manager. This is the least amount County will accept for a given item(s).
- 2.1.19 Net Sales Proceeds:** Total Gross Sales less any charges for Incidental Services.
- 2.1.20 Performance Requirements Summary (PRS) Chart:** The chart is Exhibit 2 of Appendix B (Statement of Work Exhibits). The chart identifies key performance indicators that will be evaluated and monitored by County to ensure that Contractor meets the required services under this Contract. In addition, it provides the methods of monitoring and the assessment of deductions/fees for each service that is not satisfactory met and/or provided.
- 2.1.21 Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.1.22 Subcontract:** An agreement by the contractor to employ a subcontractor to provide services to fulfill this contract.
- 2.1.23 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to contractor in furtherance of contractor's performance of this contract, at any tier, under oral or written agreement.

3 WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2** If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this contract, the same will be deemed to be a gratuitous effort on the part of the contractor, and the contractor must have no claim whatsoever against the County.

4 TERM OF CONTRACT

4.1 The term of this Contract will be four (4) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The County will have the sole option to extend this Contract term for up to two (2) additional two (2) year periods and six (6) month to month extensions, for a maximum total Contract term of eight (8) years and six (6) months. Each such extension option may be exercised at the sole discretion of the Director of ISD or his/her designee as authorized by the Board of Supervisors.

The County maintains a database that track/monitor contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

4.3 The Contractor must notify ISD when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to ISD at the address herein provided in Exhibit D (County's Administration).

5 CONTRACT SUM

5.1 Payment to County

5.1.1 Contractor shall pay County within six (6) business days of the end of each auction the Net Sales Proceeds from the sale of vehicle and vehicle-related equipment at scheduled auctions as set forth in Exhibit B (Pricing Schedule).

5.1.2 Payment shall be made by check or draft issued and payable to:

Internal Services Department

And mailed or otherwise delivered to:

County of Los Angeles

Internal Services Department

1100 N Eastern Ave

Los Angeles, CA 90063

5.2 Additional County Approved Repairs, Parts, and Services

Prior to each auction, Contractor shall notify CPM of any proposed repairs, parts, and additional services for vehicles or vehicle related equipment to be sold. CPM will review and approve/disapprove such repairs, parts, and additional services in writing. Contractor shall make the repairs, buy the parts, and perform the additional services approved by County prior to the auction at which the vehicle or vehicle related equipment is to be sold.

5.3 Additional Payment Requirements

- 5.3.1 The Contractor shall be entitled to collect payment for any Incidental Services pre-approved by County. Charges for Incidental Services shall be in accordance with Exhibit B (Pricing Schedule).
- 5.3.2 The Contractor shall be allowed to charge a Buyer's Premium, on the gross sales price of vehicles and/or vehicle-related equipment, from the successful purchaser.
- 5.3.3 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. The Contractor shall be paid only for the tasks, goods, and services specifically authorized herein.

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D (County's Administration). The County will notify the Contractor in writing of any change in the names or addresses shown.

6.2 County's Project Director

The role of the County's Project Director may include:

- 6.2.1 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- 6.2.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County's Project Manager

The role of the County's Project Manager is authorized to include:

- 6.3.1 Meeting with the Contractor's Project Manager on a regular basis; and
- 6.3.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.
- 6.3.3 The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.4 County's Contract Project Monitor

The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The Project Monitor reports to the County's Project Manager.

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit E (Contractor's Administration). The Contractor will notify the County in writing of any change in the names or addresses shown.

7.2 Project Manager

7.2.1 The Contractor's Project Manager is designated in Exhibit E (Contractor's Administration). The Contractor must notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.2.2 The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.4 Contractor's Staff Identification

Contractor will provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor must comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

7.5.2 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.5.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

7.6.1 Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under this Paragraph 7.6 will be conducted by contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.6.3** Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4** Contractor must sign and adhere to the provisions of Exhibit F1 (Contractor Acknowledgement and Confidentiality Agreement).
- 7.6.5** Contractor will cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F3 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

The authority to execute Amendments varies between departments and types of contracts.

- 8.1.1** For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the contractor and by Director of ISD or his/her designee.
- 8.1.2** The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the contractor and by Director of ISD or his/her designee.
- 8.1.3** The Director of ISD or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 (Term of Contract). The contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the contractor and by Director of ISD or his/her designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

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

8.2.2 The contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the contractor may have against the County.

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

8.3 Authorization Warranty

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

8.4 Budget Reductions

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

8.5 Complaints

The contractor must develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Complaint Procedures

- 8.5.1.1** Within seven (7) business days after the Contract effective date, the contractor must provide the County with the contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.1.2** The County will review the contractor's policy and provide the contractor with approval of said plan or with requested changes.
- 8.5.1.3** If the County requests changes in the contractor's policy, the contractor must make such changes and resubmit the plan within two (2) business days for County approval.
- 8.5.1.4** If, at any time, the contractor wishes to change the contractor's policy, the contractor must submit proposed changes to the County for approval before implementation.
- 8.5.1.5** The contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within one (1) business days of receiving the complaint.
- 8.5.1.6** When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.1.7** Copies of all written responses must be sent to the County's Project Manager within one (1) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

- 8.6.1** In the performance of this Contract, contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) will be conducted by contractor and performed by counsel selected by contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to

participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

The contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Additionally, contractor certifies to the County:

- 8.7.1** That contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.7.2** That contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.7.3** That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.7.4** Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in [Sections 2.203.010 through 2.203.090 of the Los Angeles County Code](#).

8.8.2 Written Employee Jury Service Policy

- 8.8.2.1** Unless the contractor has demonstrated to the County's satisfaction either that the contractor is not a "contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the contractor must have and adhere to a written policy that provides that its Employees will receive from the contractor, on an annual basis, no less than five days

of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the Employee's regular pay the fees received for jury service.

8.8.2.2 For purposes of this paragraph, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.

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

8.8.2.4 Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the contractor from the

award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, will be employed in any capacity by the contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the contractor who may financially benefit from the performance of work hereunder will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The contractor warrants that it is not now aware of any facts that create a conflict of interest. If the contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph will be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List

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

8.11 Consideration of Hiring GAIN-GROW Participants

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

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

The contractor is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the contractor may have with the County.

8.12.3 Non-responsible contractor

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

8.12.4 Contractor Hearing Board

8.12.4.1 If there is evidence that the contractor may be subject to debarment, the Department will notify the contractor in writing of the evidence which is the basis for the proposed debarment and will advise the contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative

proposed decision, which will contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- 8.12.4.3** After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4** If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- 8.12.4.5** The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 8.12.4.6** The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision

and recommendation to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County contractors.

8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's poster, Exhibit G (Safely Surrendered Baby Law) in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>,

8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

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

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

8.15 County's Quality Assurance Plan

8.15.1 The County or its agent(s) will monitor the contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing

and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

- 8.16.1** The contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the contractor or employees or agents of the contractor. Such repairs must be made immediately after the contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2** If the contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must be repaid by the contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

- 8.17.1** The contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The contractor must obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The contractor must retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2** The contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Counterparts and Electronic Signatures and Representations

This Contract may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Contract. The facsimile, email or electronic signature of the Parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

8.19 Fair Labor Standards

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

8.20 Force Majeure

8.20.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both contractor and such subcontractor, and without any fault or negligence of either of them. In such case, contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.20.3 In the event contractor's failure to perform arises out of a force majeure event, contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

This Contract will be governed by, and construed in accordance with, the laws of the State of California. The contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this

Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in the County of Los Angeles.

8.22 Independent Contractor Status

8.22.1 This Contract is by and between the County and the contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the contractor.

8.22.3 The contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the contractor and not employees of the County. The contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the contractor pursuant to this Contract.

8.22.4 The contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

The contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

8.24 General Provisions for all Insurance Coverage

8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. 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 Contractor pursuant to this Contract. The County in no

way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.

8.24.2.2 Renewal Certificates must be provided to County not less than ten (10) days prior to contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.

8.24.2.3 Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the contractor identified as the contracting party in this Contract. Certificates must 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 fifty thousand dollars (\$50,000), and list any County required endorsement forms.

8.24.2.4 Neither the County's failure to obtain, nor the County'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 contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

8.24.2.5 Certificates and copies of any required endorsements must be sent to:

County of Los Angeles
Internal Services Department
1100 North Eastern Avenue
Los Angeles, CA 90063
Attention: Contracting Division

8.24.2.6 Contractor also must promptly report to County any injury or property damage accident or incident, including any injury to

a contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to contractor. Contractor also must promptly notify County of any third party claim or suit filed against contractor or any of its subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against contractor and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) must be provided additional insured status under contractor's General Liability policy with respect to liability arising out of contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status must apply with respect to liability and defense of suits arising out of the contractor's acts or omissions, whether such liability is attributable to the contractor or to the County. The full policy limits and scope of protection also must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 Cancellation of or Changes in Insurance

Contractor must provide County with, or contractor's insurance policies must contain a provision that County will 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 must be provided to County 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 Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

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

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Must Be Primary

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

8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.11 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date will precede the effective date of this Contract. Contractor understands and agrees it will maintain such

coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

All liability policies must 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.

8.24.14 Alternative Risk Financing Programs

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

8.24.15 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

Garage Insurance: (written on ISO form CA 00 05 or its equivalent) including coverages with limits of not less than the following:

8.25.1 Garage Operations – Liability Other Than Covered Autos:

General Aggregate:	\$4 million
Products/Completed Operations Aggregate:	\$2 million
Personal and Advertising Injury:	\$1 million
Fire Legal Liability:	\$100,000
Each Occurrence:	\$1 million

Such insurance also shall apply to liability arising from or relating to mobile equipment entrusted to Contractor under the terms of this Contract.

Garage Operations – Liability for Covered Autos:

Automobile Liability for all Contractor’s “owned”, “non-owned” and “hired” vehicles, or coverage for “any auto”: \$1 million each
Accident

Garagekeepers Liability:

Coverage shall apply on a Direct Primary basis, and include In Transit, Comprehensive and Collision coverages, with limits not less than \$150,000 per vehicle.

Such insurance also shall apply to mobile equipment entrusted to Contractor under the terms of this Contract, with limits of not less than \$100,000 per piece of equipment.

8.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 Workers Compensation and Employers' Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County 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. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Unique Insurance Coverage

8.25.4.1 Professional Liability-Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than Five Hundred Thousand Dollars \$500,000 per claim and \$1 million aggregate. Further, Contractor understands and agrees it must maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.25.4.2 Crime Coverage

A Fidelity Bond or Crime Insurance policy with limits of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence. Such coverage must protect against all loss of money, securities, or other valuable property entrusted by

County to contractor, and apply to all of contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents must be named as an Additional Insured and Loss Payee as its interests may appear. This insurance must include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and must not contain a requirement for an arrest and/or conviction.

8.25.4.3 Cyber Liability Insurance

The Contractor must secure and maintain cyber liability insurance coverage with limits of \$2 million per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.26 Liquidated Damages

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

- 8.26.2** If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the contractor to correct the deficiency within specified time frames. Should the contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, or as specified in Attachment 2 (Performance Requirements Summary (PRS)) Chart of Exhibit A (Statement of Work and Attachments) hereunder, and that the contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the contractor; and/or (c) Upon giving five (5) days notice to the contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the contractor from the County, as determined by the County.
- 8.26.3** The action noted in Paragraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the contractor to recover the County cost due to the failure of the contractor to complete or comply with the provisions of this Contract.
- 8.26.4** This Paragraph must not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

- 8.28.1** The contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated

equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti discrimination laws and regulations.

8.28.2 Contractor certifies to the County each of the following:

8.28.2.1 That contractor has a written policy statement prohibiting discrimination in all phases of employment.

8.28.2.2 That contractor periodically conducts a self-analysis or utilization analysis of its work force.

8.28.2.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

8.28.2.4 Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.28.3 The contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.28.4 The contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.5 The contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.28.6 The contractor will allow County representatives access to the contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.

8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party must, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

The contractor must bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director of ISD, or designee will resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The contractor must notify its employees, and will require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the

Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract must be in writing and will be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D (County's Administration) and E (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director of ISD, or his/her designee) will have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party will in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 Public Records Act

8.36.1 Any documents submitted by the contractor; all information obtained in connection with the County's right to audit and inspect the contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 Publicity

8.37.1 The contractor must not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the contractor's need to identify its services and related clients to sustain itself, the County will not inhibit the contractor from publishing its role under this Contract within the following conditions:

8.37.1.1 The contractor must develop all publicity material in a professional manner; and

8.37.1.2 During the term of this Contract, the contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County will not unreasonably withhold written consent.

8.37.2 The contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 (Publicity) will apply.

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 The contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.2 In the event that an audit of the contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor

or accountant employed by the contractor or otherwise, then the contractor must file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s)

8.38.3. Failure on the part of the contractor to comply with any of the provisions of this subparagraph 8.38 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

- 8.38.3** If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the contractor, then the difference must be either: a) repaid by the contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the contractor, then the difference will be paid to the contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 Recycled Bond Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 Subcontracting

- 8.40.1** The requirements of this Contract may not be subcontracted by the contractor without the advance approval of the County. Any attempt by the contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2** If the contractor desires to subcontract, the contractor must provide the following information promptly at the County's request:
- 8.40.2.1** A description of the work to be performed by the subcontractor.
 - 8.40.2.2** A draft copy of the proposed subcontract; and
 - 8.40.2.3** Other pertinent information and/or certifications requested by the County.

- 8.40.3** The contractor must indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the contractor employees.
- 8.40.4** The contractor will remain fully responsible for all performances required of it under this Contract, including those that the contractor has determined to subcontract, notwithstanding the County's approval of the contractor's proposed subcontract.
- 8.40.5** The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The contractor is responsible to notify its subcontractors of this County right.
- 8.40.6** The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, contractor must forward a fully executed subcontract to the County for their files.
- 8.40.7** The contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8** The contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, contractor must ensure delivery of all such documents to:

Internal Services Division
Contracting Division, Contracts Section
1100 North Eastern Avenue
Los Angeles, CA 90063

8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the contractor, pursuant to [County Code Chapter 2.202](#).

8.42 Termination for Convenience

- 8.42.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.
- 8.42.2** After receipt of a notice of termination and except as otherwise directed by the County, the contractor must:
- 8.42.2.1** Stop work under this Contract on the date and to the extent specified in such notice, and
 - 8.42.2.2** Complete performance of such part of the work as would not have been terminated by such notice.
- 8.42.3** All material including books, records, documents, or other evidence bearing on the costs and expenses of the contractor under this Contract must be maintained by the contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

- 8.43.1** The County may, by written notice to the contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:
- 8.43.1.1** Contractor has materially breached this Contract; or
 - 8.43.1.2** Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - 8.43.1.3** Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.43.2** In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The

contractor will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.43.3 Except with respect to defaults of any subcontractor, the contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

8.44.1 The County may, by written notice to the contractor, immediately terminate the right of the contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the contractor's performance pursuant to this Contract. In the event of such termination, the County will be entitled to pursue the same remedies against the contractor as it could pursue in the event of default by the contractor.

8.44.2 The contractor must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

8.45.1.1 Insolvency of the contractor. The contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the contractor is insolvent within the meaning of the Federal Bankruptcy Code;

8.45.1.2 The filing of a voluntary or involuntary petition regarding the contractor under the Federal Bankruptcy Code;

8.45.1.3 The appointment of a Receiver or Trustee for the contractor; or

8.45.1.4 The execution by the contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

The contractor, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by the contractor, must fully comply with the County's Lobbyist Ordinance, [County Code Chapter 2.160](#). Failure on the part of the contractor or any County Lobbyist or County Lobbying firm retained by the contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County will not be obligated for the contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this

Contract, then this Contract will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will notify the contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances will not be affected thereby.

8.49 Waiver

No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

8.50.1 The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County will have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless contractor qualifies for an exemption or exclusion, contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with [Los Angeles County Code Chapter 2.206](#).

8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

Failure of contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" will constitute default under this contract. Without limiting the

rights and remedies available to County under any other provision of this contract, failure of contractor to cure such default within ten (10) days of notice will be grounds upon which County may terminate this contract and/or pursue debarment of contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

8.53 Time Off for Voting

The contractor must notify its employees and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law ([Elections Code Section 14000](#)). Not less than ten (10) days before every statewide election, every contractor and subcontractors must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of [Section 14000](#).

8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.57 Compliance with the County Policy of Equity

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected

characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

8.58 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision will survive the expiration, or other termination of this Agreement.

8.59 Injury and Illness Prevention Program

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

8.60 COVID-19 Vaccinations of County Contractor Personnel

8.60.1 At Contractor's sole cost, Contractor must comply with [Chapter 2.212](#) (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor 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 Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").

8.60.2 Contractor 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").

8.60.3 Prior to assigning Contractor Personnel to perform In-Person Services, Contractor must obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor 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 Contractors who follow the CDPH vaccination records guidelines and standards. Contractor must also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor must retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.

8.60.4 Contractor will evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor 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 Contract, and/or (3) coming into contact with the public while performing services under this Contract:

8.60.4.1 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.

8.60.4.2 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.

8.60.4.3 Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.

In addition to complying with the requirements of this section, Contractor must also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit F (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

9 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

9.2 Intentionally Omitted

9.3 Intentionally Omitted

9.4 Intentionally Omitted

9.5 Intentionally Omitted

9.6 Local Small Business Enterprise (LSBE) Preference Program

9.6.1 This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in [Chapter 2.204 of the Los Angeles County Code](#).

9.6.2 The Contractor will not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.

9.6.3 The Contractor will not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.

9.6.4 If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, will:

9.6.4.1 Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

9.6.4.2 In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and

- 9.6.4.3** Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.7 Social Enterprise (SE) Preference Program

- 9.7.1** This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in [Chapter 2.205 of the Los Angeles County Code](#).
- 9.7.2** Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 9.7.3** Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 9.7.4** If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor will:
- 9.7.4.1** Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
- 9.7.4.2** In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
- 9.7.4.3** Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the

Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.8 Disabled Veteran Business Enterprise (DVBE) Preference Program

9.8.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in [Chapter 2.211 of the Los Angeles County Code](#).

9.8.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.

9.8.3 Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.

9.8.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor will:

9.8.4.1 Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

9.8.4.2 In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

9.8.4.3 Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this contract, the above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

10 Survival

In addition to any terms and conditions of this Agreement that expressly survive expiration or termination of this Agreement by their terms, the following provisions shall survive the expiration or termination of this Agreement for any reason:

Paragraph 1 (Applicable Documents)

Paragraph 2 (Definitions)

Paragraph 3 (Work)

Paragraph 5.4 (No Payment for Services Provided Following Expiration/Termination of Agreement)

Paragraph 7.6 (Confidentiality)

Paragraph 8.1 (Amendments)

Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)

Paragraph 8.6.2

Paragraph 8.19 (Fair Labor Standards)

Paragraph 8.20 (Force Majeure)

Paragraph 8.21 (Governing Law, Jurisdiction, and Venue)

Paragraph 8.23 (Indemnification)

Paragraph 8.24 (General Provisions for all Insurance Coverage)

Paragraph 8.25 (Insurance Coverage)

Paragraph 8.26 (Liquidated Damages)

Paragraph 8.34 (Notices)

Paragraph 8.38 (Record Retention and Inspection/Audit Settlement)

Paragraph 8.42 (Termination for Convenience)

Paragraph 8.43 (Termination for Default)

Paragraph 8.48 (Validity)

Paragraph 8.49 (Wavier)

Paragraph 8.58 (Prohibition from Participation in Future Solicitation(s))

Paragraph 9.2 (Ownership of Materials, Software and Copyright)

Paragraph 9.3 (Patent, Copyright and Trade Secret Indemnification)

Paragraph 10 (Survival)

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be executed by the Director, Internal Services Department or designee and approved by County Counsel, and Contractor has caused this Contract to be executed in its behalf by its duly authorized officer, this _____ day of _____, 2023.

COUNTY OF LOS ANGELES

By _____

Director

Internal Services Department

By JJ Kane Associates d.b.a. Ken Porter Auctions

22-2948211

Contractor

Tax Identification Number

Signed: 

Printed: Gene Garman

Title: Auction Operations Manager

APPROVED AS TO FORM:

DAWYN R. HARRISON

Acting County Counsel

By elizabeth friedman
Senior Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK AND ATTACHMENTS

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SOW ATTACHMENTS

- 1** Contract Discrepancy Report (CDR)
- 2** Performance Requirements Summary (PRS)
- 3** Auction Consignment Form
- 4** Auction Repair Estimate

STATEMENT OF WORK (SOW)

1 SCOPE OF WORK

- 1.1 Contractor shall conduct a minimum of two (2) live public auctions per month at Contractor's facilities or other facilities specified by the County for County's surplus vehicles and vehicle-related equipment (hereinafter referred to as "County Item(s)") for the following County departments, including but not limited to:
 - Fire
 - Internal Services
 - Public Works
 - Sheriff
- 1.2 Contractor shall provide all necessary personnel to conduct pre-auction, auction day, and post auction services, handle the collection of monies, and the release of sold County Items to buyer(s).
- 1.3 Contractor shall be responsible for all advertising and marketing campaigns of all County Items prior to each auction.
- 1.4 Contractor shall be responsible for the safe transportation and the secure storage of all County Items released to Contractor for Live Public Auction.
- 1.5 Contractor must have the ability to conduct the live Online Auction as requested by the County.
- 1.6 Contractor shall endeavor to secure the maximum revenue for County Items offered for sale at auction.
- 1.7 Contractor shall sell County Items at appraised value or Minimum Acceptable Price (MAP) and may not be sold for less than appraised value or MAP

2 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor for review. The plan shall include, but may not be limited to the following:

- 2.1 Method of monitoring to ensure that Contract requirements are being met;
- 2.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem,

and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

3 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in the Contract, Paragraph 8.15 (County's Quality Assurance Plan).

3.1 Monthly Meetings

Contractor is required to attend a scheduled monthly meeting.

3.2 Contract Discrepancy Report (Attachment 1 of this Exhibit A)

Verbal notification of a Contract discrepancy will be made to the Contract Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report (CDR) shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within three (3) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR shall be submitted to the County Contract Project Monitor within five (5) workdays.

3.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

4 DEFINITIONS

4.1 **As Is:** Denotes that the Contractor is selling, and the buyer is buying an item in whatever condition it presently exists, and that the buyer is accepting the item "with all faults", whether or not immediately apparent.

4.2 **California Code of Regulations (CCR):** The codification of the general and permanent rules and regulations announced in the California Regulatory Notice Register by California state agencies. Title 13 of the CCR is specifically related to rules and regulations regarding the Motor Vehicle Code.

4.3 **County Item(s):** "County Item(s)" refer to the County's surplus vehicles and vehicle-related equipment.

4.4 **Data Security Guidelines:** All applicable security standards and guidelines that may be published from time to time by any credit card association, the National Automated Clearing House Association, any credit card issuer, any credit card processor, including the Automated Clearing House operating rules, the Payment

Card Industry (PCI) Data Security Standard (DSS) – (PCI DSS), and all applicable County information technology and security policies.

- 4.5 **Dealer:** A vehicle dealer possessing a Vehicle Dealer License issued by the California Department of Motor Vehicles (DMV).
- 4.6 **Demand Title:** Title (pink slip) provided on the day of the auction and transfers the responsibility of registering title of the County Items immediately to buyer with the California DMV.
- 4.7 **Dismantler:** A vehicle dismantler possessing a Vehicle Dismantler License issued by the California DMV that allows the dismantler to pick-up and disassemble vehicles that do not pass the smog test, were not repaired, or are considered wrecked, salvaged, or rebuilt.
- 4.8 **Live Public Auction:** A method of selling items wherein bidders come to participate in an auction at a pre-determined location. The items are described and listed and an auctioneer solicits bids, or offers, for each item. The highest bidder wins the auction.
- 4.9 **Minimum Acceptable Price (MAP):** Amount determined by County Project Manager (CPM). This is the least amount of revenue that the County will accept for any given County Item(s).
- 4.10 **Online Auction:** A method of selling items wherein bidders bid for items via the Internet during a specified bidding period. Online auctions facilitate transactions between buyers and sellers in different locations.
- 4.11 **Payment Card Industry (PCI) Data Security Standard (DSS) - PCI DSS:** A set of security controls that businesses are required to implement to protect credit card data. The requirements were developed and are maintained by the Payment Card Industry (PCI) Security Standards Council to reduce credit card fraud.
- 4.12 **Reserve Pricing:** An undisclosed minimum dollar value that the County will accept as the winning bid in an auction.

5 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

5.1 Personnel

The County will administer the Contract according to the Contract, Paragraph 6 (Administration of Contract – County). Specific duties will include:

- 5.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 5.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.

- 5.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8.1 (Amendments).
- 5.1.4 The CPM or applicable Departmental Surplus Vehicle Coordinators (DSVC) reserves the right, upon written or verbal notice to Contractor, to transport surplus County Items to Contractor's facility which shall be open to accept such Items between the hours of 8:00 a.m. and 5:00 p.m., Pacific Standard Time, Monday through Friday.
- 5.1.5 The CPM or applicable DSVC reserves the right to remove any County Items scheduled to be sold from the auction sale and from Contractor's facility any time prior to actual sale. If said County Items is removed from the auction facility, Contractor will be reimbursed for transporting said County Items to/from Contractor's facility. Such cost shall be set forth in Exhibit 9 (Pricing Schedule) of the Contract and deducted from County's Net Sales Proceeds.
- 5.1.6 The CPM or applicable DSVC will provide Contractor with an inventory list of all County Items with vehicle identification number planned to be offered at an auction ten (10) days prior to the date of such auction. However, additions to such list may be made up to five (5) days prior to the date of the auction, and deletions may be made up to the time of actual sale.
- 5.1.7 County may, at any time, establish the MAP for any County Items to be offered for sale by auction. Contractor shall make no sale below any set MAP and any exceptions must be submitted in writing and approved by the CPM or applicable DSVC.

CONTRACTOR

5.2 Project Manager

- 5.2.1 Contractor shall provide a full-time Project Manager or designated alternate. County must have access to the Project Manager during all hours, 365 days per year. Contractor shall provide a telephone number where the Project Manager may be reached on an eight (8) hour per day basis.
- 5.2.2 Project Manager shall act as a central point of contact with the County.
- 5.2.3 Project Manager will respond to emergencies within two (2) hours of notification telephone call or arrival on site.
- 5.2.4 Project Manager shall be responsible or liable for resolving any disputes arising out of transactions made by bidders with no delay in payment to County
- 5.2.5 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project

Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

5.3 Personnel

5.3.1 Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.

5.3.2 Contractor shall be required to background check their employees as set forth in Paragraph 7.5 (Background and Security Investigations), of the Contract.

5.4 Identification Badges

5.4.1 Contractor shall ensure their employees are appropriately identified as set forth in Paragraph 7.4 (Contractor's Staff Identification), of the Contract.

5.5 Materials and Equipment

5.5.1 The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

5.6 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Pacific Time, Monday through Friday, except for County Holidays, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.

6 HOURS/DAY OF WORK

The contractor will be required to provide vehicle and vehicle-related equipment auction services as identified in Exhibit A (Statement of Work). The contractor is not required to provide services on [County-recognized holidays](#). The County's Contract Project Monitor will provide a list of the County holidays to the contractor at the time the contract is approved, and annually, at the beginning of the calendar year.

7 UNSCHEDULED WORK

7.1 The County Project Manager or his designee may authorize the Contractor to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as

vandalism, acts of God, and third-party negligence; or to add to, modify or refurbish existing facilities.

- 7.2 Prior to performing any unscheduled work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds the Contractor's estimate, the County Project Director or his designee must approve the excess cost. In any case, no unscheduled work shall commence without written authorization.
- 7.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor shall contact County's Project Director for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. Contractor shall submit an invoice to County's Project Director within five (5) working days after completion of the work.
- 7.4 All unscheduled work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the time allotted.
- 7.5 The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

8 CONTRACTOR'S FACILITY

- 8.1 Contractor shall provide a County approved auction facility within the geographical boundaries of Los Angeles, Orange, San Bernardino, Riverside and Ventura Counties, to conduct auctions and shall include the following accommodations:
 - Ability to store a minimum of two hundred (200) County vehicles until sold and picked up by buyer, at no cost to County.
 - Ability to store a minimum of fifteen (15) large trucks and oversized vehicle-related equipment until sold and picked up by buyer, at no cost to County.
 - Ability to provide inside storage for five (5) luxury or other vehicles as specified by County until sold and picked up by buyer, at no cost to County.
 - Sufficient parking, on-site restroom facilities to accommodate customers and comply with the provisions of the Americans with Disabilities Act.
 - Security system(s) which includes, but is not limited to, surveillance cameras, security guards and an alarm system, to ensure the security of monies collected and the safety of County Items held at Contractor's facility from theft, unauthorized access, and other threats.
- 8.2 Contractor may request to conduct auctions at another facility approved by CPM or Departmental Surplus Vehicle Coordinators (DSVC).
- 8.3 Contractor's auction facility shall be available for site inspections by County personnel to include, but not limited to, the monitoring of auctions.

- 8.4 Contractor may not store County Items at a location(s) other than Contractor's facility unless otherwise specified by the CPM or applicable DSVC upon mutual written agreement.

9 TRANSPORTATION TO CONTRACTOR'S FACILITY

- 9.1 Contractor shall be responsible for the safe transportation and the secure storage of all County Items released for auction. Upon initial notification by County, Contractor shall pick up and transport all County Items that are scheduled to be sold within three (3) business days from request. Contractor shall notify the CPM or applicable DSVC the day before scheduled pickup. Contractor shall sign the Auction Consignment form, Attachment 3 to Exhibit A (Statement of Work) to verify receipt of County Items released by County.
- 9.2 Contractor shall ensure that any diesel-fueled motor vehicle with a gross weight greater than 10,000 pounds used to transport County vehicles and/or vehicle-related equipment shall not idle the vehicle's primary engine for more than five (5) minutes at any location.
- 9.3 Contractor shall not drive or intend to drive any of the County vehicles unless driven within Contractor's facility when required to complete a smog or safety inspection, or otherwise directed by the CPM or applicable DSVC upon mutual agreement in writing.
- 9.4 In the event County Items are lost, stolen, or damaged while being transported by Contractor to Contractor's facility, Contractor shall pay County for the appraised value or minimum acceptable price (MAP) of the County Items, whichever is higher. Contractor shall make payment to County within thirty (30) days of the loss.

10 PRE-AUCTION PREPARATION

10.1 General Pre-Auction Preparation Requirements

Contractor shall have access to the Department of Motor Vehicles (DMV) database and complete all DMV required documentation to include, but not limited to, confirming registration and ownership information is correct prior to selling a vehicle.

10.2 Repairs and/or Replacements to County Items – Damages Caused by Contractor

10.2.1 Contractor shall provide CPM or applicable DSVC with a written estimate for the repair and/or replacement of County Items damaged by Contractor employees or subcontractor's employees on the Auction Repair Estimate

form, Attachment 4 to Exhibit A (Statement of Work) while in Contractor's possession and shall be completed as follows:

- At the sole cost of Contractor.
- With prior approval by the CPM or applicable DSVC.
- Within the time frame specified by County.

10.2.2 Contractor shall make payment to County within thirty (30) days of invoice if it is determined by the CPM that the Contractor failed to properly repair or replace damaged County Items. In the event of a dispute on the repair or replacement of County Items between applicable DSVC and Contractor, the matter shall be referred to the CPM or designee, who shall be the final authority.

10.3 Repairs and/or Replacements Requested by County

10.3.1 Contractor shall provide CPM or applicable DSVC a written estimate for the repair and/or replacement of parts requested by County on the Auction Repair Estimate form, Attachment 4 to Exhibit A (Statement of Work), prior to commencing work, in writing or delivered in person. Justification for repairs or replacement may include, but not limited to, the ability to pass smog inspection, correcting a no start condition, or fixing a flat tire, etc.

10.3.2 Contractor shall obtain prior approval from the CPM or applicable DSVC. If the County does not approve work in writing, no payment shall be payable to the Contractor for that work.

10.3.3 Repairs or replacements shall be completed within three (3) business days of County's request unless additional time is approved by the CPM or applicable DSVC.

10.3.4 Repairs or replacements shall be performed at the hourly rates as specified in Exhibit 9 (Pricing Schedule) of the Contract. Contractor's mechanical repair labor rate billed to County shall not exceed the Motor Parts and Time Guide allowance issued by MOTOR Information Systems. Replacement parts, if applicable, shall be billed at Contractor's retail or wholesale price plus percentage indicated in Exhibit 9 (Pricing Schedule) of the Contract. Repair work or replacement parts, if requested by County, shall meet or exceed Original Equipment Manufacturers (OEM) specifications.

10.4 Review and Approval of Completed Repairs or Replacements

10.4.1 All completed repairs and replacements pursuant to Subsections 5.2 (Additional County Approved Repairs, Parts, and Services) of the Contract

shall be reviewed and approved/disapproved by the CPM or applicable DSVC.

10.4.2 In the event of a dispute on repair or replacement between applicable DSVC and Contractor, the matter shall be referred to the CPM or designee. If matter is still not resolved, dispute shall be escalated to the County Project Director, who shall be the final authority.

10.4.3 If CPM determines Contractor has failed to properly repair or replace damaged County Items, County may have a third party repair such vehicle and invoice Contractor for all cost incurred by County.

10.5 Safety Inspections

10.5.1 Contractor shall provide safety inspections pursuant to the California Vehicle Code.

10.5.2 Contractor shall notify the CPM or applicable DSVC, in writing, if a vehicle does not pass the safety inspection no later than two (2) days from inspection. Contractor shall provide the CPM or applicable DSVC with a copy of safety inspection results and an estimated cost of repair in order for the vehicle to pass safety inspections. The CPM or applicable DSVC, may at his/her option, have Contractor repair the vehicle at the hourly rates indicated on Exhibit 9 (Pricing Schedule) of the Contract or authorize the sale of vehicle to a licensed dealer or licensed dismantler.

10.6 Smog Certification

10.6.1 Contractor shall provide smog certificates or other certifications required by federal, state or local laws, rules, regulations and ordinances. The Contractor's cost for such service shall be set forth in Exhibit 9 (Pricing Schedule) of the Contract.

10.6.2 Contractor shall notify the CPM or applicable DSVC in writing if a vehicle does not pass the smog test. Contractor shall provide the CPM or applicable DSVC with copy of smog check results and an estimated cost of repair for the vehicle to pass the smog test. The CPM or applicable DSVC, may at his/her option, have Contractor repair the vehicle or authorize the sale of vehicle with a Bill of Sale and without a Title.

10.6.3 County vehicles with problems that are identified during the safety inspection, or fail the smog inspection, and are not repaired shall be sold to a licensed dismantler or a licensed dealer with prior approval from CPM or DSVC. Contractor shall clearly label and identify such vehicles with signs in

the windows and advise bidders of the above condition prior to accepting bids.

10.6.4 County vehicles that are wrecked, salvaged, or rebuilt shall be sold only to a licensed dismantler with either a non-repairable title or Bill of Sale and no title per instructions from CPM or DSVC. Contractor shall clearly label and identify such vehicles with signs in the windows and advise bidders of the above condition prior to accepting bids

10.7 Vehicle Preparation

10.7.1 Contractor may be required to prepare County Items for auction at County's discretion. The preparation may include, but may not be limited to the services:

- Removal of light bars from County Items, as instructed by County, using the following process and procedures: 1) Cut cable next to the 12 pin connector so only the connector is removed and the full length of the cable is retained with the light bar; 2) Unbolt and remove light bar (save all nuts, bolts, washers, etc with light bar); 3) Pull cable through hole in the roof without damaging the cable.
- Removal of decals, bumper stickers, or any other letterings of Los Angeles County as necessary and repaint that area of the vehicle and vehicle related equipment so there are no identifiable markings in a manner that is deemed acceptable by the CPM or applicable DSVC.
- Paint or partially paint County Items to eliminate the appearance of a law enforcement vehicle in accordance with California Vehicle Code Section 27604, unless otherwise specified by the CPM or applicable DSVC upon mutual written agreement.
- Paint or partially paint County Items to eliminate the appearance of a county vehicle (for instance, County of Los Angeles Fire Department, Department of Public Works, Department of Beaches and Harbors), unless otherwise specified by the CPM or applicable DSVC upon mutual written agreement.

10.7.2 Contractor shall notify the CPM or applicable DSVC in writing within three (3) business days if County Items include County license plates, light bars, and seals or identification markings are delivered to Contractor.

- 10.7.3 Contractor shall turn in any articles found in County vehicles within five (5) business days of receipt to the CPM or applicable DSVC with a written report identifying item(s) found and returned to County.
- 10.7.4 Removed light bars and license plates shall be logged and tracked by Contractor, as specified by County, and then hand delivered to the CPM or applicable DSVC within ten (10) days from the sale date. Contractor shall provide report to CPM or applicable DSVC with the return of such items.
- 10.7.5 Contractor shall not auction any items containing County license plates, light bars, and seals or identification markings including numbers unless otherwise specified by the CPM.
- 10.7.6 Contractor shall comply with all requirements of this section to prepare vehicle as specified and present it for sale at the auction within twenty-one (21) days from pickup from County facility unless otherwise specified in writing by CPM or DSVC.

10.8 Public Inspection

- 10.8.1 Contractor shall provide public notice at least five (5) business days prior to a scheduled auction.
- 10.8.2 Contractor shall provide for public inspection at least two (2) business days prior to a scheduled auction.
- 10.8.3 Contractor shall provide for a two (2) hour inspection period prior to scheduled auction.
- 10.8.4 Contractor's facility shall be open a minimum of sixteen (16) hours during said public inspection periods. Contractor shall provide sufficient staff to assist potential buyers during the auction inspection period

11 DAY OF AUCTION

11.1 General Requirements for Day of Auction

- 11.1.1 Contractor shall provide all necessary personnel required to conduct a Live Public Auction, including, but not limited to the sale of County Items, collection of monies, and the release of County Items.
- 11.1.2 Contractor shall not auction any County Items containing County license plates, light bars, and seals or identification markings unless otherwise specified by the CPM or applicable DSVC upon mutual written agreement.

- 11.1.3 Contractor shall use its knowledge, expertise, experience, advertising and good marketing practices in grouping and exhibiting County Items in order to obtain maximum revenue price to County. The CPM or applicable DSVC also reserves the right to request Contractor place its County Items in a more appropriate place during the auction sale.
- 11.1.4 Contractor shall provide and place display signs stating "movie car" prominently on the doors of vehicle if specified by the CPM or applicable DSVC upon mutual written agreement.
- 11.1.5 Upon mutual agreement with County, Contractor may include vehicles and vehicle-related equipment owned by other agencies or companies when auctioning County Items, provided such items owned by other agencies or companies can be readily separated and identified as other than County Items.
- 11.1.6 Contractor shall abide by requirements of California Civil Code 1812.607 for posting of signs with proper statutes, regulations, etc. Contractor shall post or distribute to the audience the terms and conditions, restrictions, and procedures whereby County Items will be sold at the auction. Contractor shall advise the bidder of known defective conditions of any County Items offered for sale before offering the County Items for auction.
- 11.1.7 Contractor or its agent shall be prohibited from purchasing any County Items assigned under this Contract.
- 11.1.8 Contractor shall video tape or digitally record the entire auction sale and deliver to the CPM or applicable DSVC a DVD of said auction within six (6) business days of the close of such auction.
- 11.1.9 Contractor shall provide a mechanic during auction for repair of minor breakdowns such as weak batteries and minor sabotage by customers, at no additional cost to County.

11.2 Requirements for Online Auction

- 11.2.1 Contractor shall conduct Online Auction simultaneously with Live Public Auction.
- 11.2.2 Contractor shall provide an online system to conduct auctions that meets system requirements outlined by County in this paragraph 11.2 and subject to County approval in writing. The online system may be a third-party application provided it meets the business, information security and privacy requirements required by the County and Exhibit K (Information Security and Privacy Requirements).

- 11.2.3 With prior written approval from the County, the Contractor may develop an Online Auction application or chooses to operate an Online Auction with a third-party auction application as a dealer, however the County reserves the right to approve of the application to ensure that it meets online system requirements identified by the County in this Section 11.2 to ensure adherence to service business requirements, compliance with information security and privacy requirements. and if the requirements are not met and not remediated within 60 days, the County may assess liquidated damages.
- 11.2.4 The online system shall not interact with any County computer hardware, software, or data base systems.
- 11.2.5 Contractor shall provide all maintenance and upgrades to the online system during the term of the contract. All maintenance and upgrades shall be provided at no cost to the County.
- 11.2.6 Contractor must have contingency plans to backup and recover information and a disaster recovery plan that covers internet failure, electricity failure, system failures, or any other failure.
- 11.2.7 Online system shall notify registered bidders of scheduled auctions where County Items are up for bid via the internet at least five (5) business days prior to the scheduled auction.
- 11.2.8 Online system shall have simple and uniform methods for bidders to submit bids and the highest bid price received must be posted on the bidding site for all bidders to view.
- 11.2.9 Online system shall have an internal method of recording all bids, identifying the winning bidder, and identifying the second highest bidder in those instances where the winning bidder reneges on completing the sale.
- 11.2.10 Online system shall provide sufficient audit trails that records the user IDs and date/time stamp for all transactions.
- 11.2.11 Online system shall notify a bidder if the bidder's bid has been rejected and such notification shall identify the reason for the rejection.
- 11.2.12 Contractor shall ensure that any Online Auction application developed or procured to sell county assets meets requirements in Exhibit K (Information Security and Privacy Requirements).
- 11.2.13 Contractor shall have three (3) years of experience operating online sales for auction applications. The Contractor may provide proof of developed

application with three (3) years of successful sales or provide proof of an account within a county approved auction application that shows three (3) years of success auctioned assets.

11.3 Collection of Bidders' Payments, Handling of Disputes, and Compliance with Payment Card Industry Data Handling

- 11.3.1 Online system must accept bidder's payment submitted by a secure online method.
- 11.3.2 Online system payments submitted by bidder's that generate any additional charges, transaction fees, etc. as a result of the bidder paying with, but not limited to, credit cards, debit cards, Pay Pal, wire transfer, etc. shall not be passed on to the County.
- 11.3.3 Online system must have a process of handling disputes, including, but not limited to, chargebacks, system hacking, returns, and other disputes involving payments or other complaints regarding the system.
- 11.3.4 Online system must provide a method of collecting payments from bidders and comply with current PCI DSS standards.
- 11.3.5 Online system must utilize PCI compliant equipment, systems, and network to perform auctioneering services for the County.
- 11.3.6 Contractor shall provide bill of sales for each respective sale that includes the name, address and telephone number of buyers.
- 11.3.7 Contractor shall provide the names, addresses and phone numbers of buyers. Contractor shall reasonably verify that the buyer does not work for Los Angeles County Internal Services Department (ISD).
- 11.3.8 County reserves the right to nullify a sale if asset is sold to Los Angeles County ISD employees.
- 11.3.9 Contractor will submit payment for sale of county assets by Cashier's Check or wire transfer

11.4 Requirements for Bidder Registration

- 11.4.1 Contractor shall register all bidders and issue bidder numbers to person(s) attending the Live Public Auctions.
- 11.4.2 Contractor shall accept proxy bids with proper registration and when the bidder has submitted a written request for a proxy within twelve (12) hours of start of auction.

12 CALIFORNIA DEPARTMENT OF MOTOR VEHICLES PROCESSING

12.1 Vehicle Processing – Contractor Responsibilities

- 12.1.1 Contractor shall complete all paperwork and submit fees as required by the DMV to include, but not limited to, the transfer and release of liability for County Items.
- 12.1.2 Contractor shall obtain all required signature from buyers and at the point of sale and furnish the applicable DMV forms as required.
- 12.1.3. Contractor shall transfer title prior to vehicle release and submit appropriate paperwork to DMV within thirty (30) days.
- 12.1.4. Contractor shall be responsible for processing and submitting the appropriate DMV paperwork, as necessary, for Out-of-State Sales.
- 12.1.5 Contractor shall dispose of all diesel and bio-diesel fuel vehicles in compliance with the California Code of Regulations and any other applicable rules and regulations.
- 12.1.6 Contractor may dispose of County Items not sold through auction by other means upon mutual written agreement with the CPM or applicable DSVC.

12.2 Summary of Auction Sales and Reporting

- 12.2.1 In accordance with Contract Paragraph 5.0 (Contract Sum), Contractor shall provide to the CPM or applicable DSVC the following within six (6) business days of each auction in which County Items were sold:
 - A summary of all sales transactions including, but not limited to the following in electronic format (i.e., csv, xls, etc) as requested by CPM or applicable DSVC:
 - County Department
 - Vehicle Identification Number (VIN)
 - Vehicle Description
 - County vehicle and fund organization numbers
 - Sale Price
 - Buyer's Premium amount and rate, if applicable
 - Total Gross Sales
 - Commission amount and rate, if applicable
 - Any County pre-approved charges for repairs, parts, or additional services and to which asset they pertain to.
 - Net Sales Proceeds

- Purchaser's information including, but not limited to:
 - Name of Purchaser (include driver's license number and state of issuance)
 - Name of Purchasing Company, if applicable (include Company License Number)
 - Address, City, State, Zip Code
 - Phone number
 - Email
 - Demand Title Certification signed and dated by the purchaser, if applicable

12.2.2 Contractor shall provide to the CPM or designee applicable DSVC a report of all unsold County Items in either hard copy or electronic format (i.e., csv, xls, etc.) as requested by CPM or applicable DSVC within six (6) working business days of close of each auction. Contractor shall receive specific directions from the CPM or applicable DSVC with respect to such items. Such unsold County Items may be:

- Picked up by authorized County employees at Contractor's facility.
- Stored by Contractor at Contractor's facility until the next auction/sale, at no expense to County.
- Returned to County location or discarded upon mutual written agreement with the CPM or applicable DSVC.

12.3 Payments to County

Contractor shall remit net sales proceeds of County Items via Cashier's Check or wire transfer to County within six (6) business days after the close of each auction.

13 ADVERTISING

13.1 Contractor shall conduct a marketing campaign prior to each auction including, but not limited to the following:

- Catalogues and/or Brochures which include description of County Items, minimum acceptable price (if applicable), make, year, and model description of County Items to be sold.
- Newspaper Advertising, Direct Mailings, and other appropriate media notifications which include description of County Items, minimum acceptable price (if applicable), make, year, and model description of County Items to be sold.

- All advertisements and/or announcements of the auction shall state that County Items will be sold “As Is”.
- All advertisements shall state that there are no express or implied warranties connected with the County Items being sold. Contractor shall bear all expenses as a result of the failure to so advise all buyers.
- Contractor shall provide a catalog or brochure to the County that contains County Items to be sold five (5) days prior to scheduled auction

14 GREEN INITIATIVES

- 14.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 14.2 Contractor shall notify County’s Project Manager of Contractor’s new green initiatives prior to the contract commencement.

15 PERFORMANCE REQUIREMENTS SUMMARY

- 15.1 A Performance Requirements Summary (PRS) chart, Attachment 2 of this Exhibit A, listing required services that will be monitored by the County during the term of this Contract is an important monitoring tool for the County.
- 15.2 All listings of services used in the PRS are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.
- 15.3 In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to the Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor’s performance.
- 15.4 As indicated in the PRS Chart attached hereto, a Contract Discrepancy Report (CDR), Attachment 1 to Exhibit A (Statement of Work) will be issued by the CPM or applicable DSVC to Contractor as a means to correct all deficiencies and to preclude a recurrence. The following progressive actions will occur:
 - Verbal notification to Contractor of unacceptable performance will be made by the CPM or applicable DSVC as soon as possible whenever a Contract discrepancy is identified.
 - Contractor must correct the problem within the time frame directed by the CPM or applicable DSVC.

- The CPM or applicable DSVC will perform a follow-up inspection and will evaluate Contractor's corrective action.
 - If the problem has not been corrected, the CPM or applicable DSVC will prepare a CDR with a deadline for completion.
 - Failure to respond to CDR will result in an assessment for non-compliance. The CPM will demand payment by Contractor in accordance with the assessment fee outlined in the PRS Chart, if applicable.
 - An assessment letter will be sent to the Contractor.
- 15.5 When the Contractor's performance does not conform to the requirements of the Contract, the County will have the option to apply the following non-performance remedies:
- Require Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
 - Demand payment by Contractor to County based on the assessment fee(s) set forth in the PRS.
 - Reduce, suspend or cancel the Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- 15.6 This section does not preclude the County's right to terminate the Contract upon ten (10) days written notice as provided for in the Contract in Section 8.42 (Termination for Convenience).

CONTRACT DISCREPANCY REPORT (Sample)

AUCTION LOCATION**USER COMPLAINT** (to be completed by Departmental Surplus Vehicle Coordinator)

Today's Date: _____

Contractor: _____

Phone Number: _____

DSVC Name: _____

Department: _____

Signed: _____ (DSVC)

Date of Unacceptable Performance: _____

Description of Unacceptable Performance: _____

_____**REVIEWED**

Signed: _____ (CPM) Date: _____

CONTRACTOR RESPONSE (to be completed by Contractor's Project Manager)

Date received from CPM: _____

Explanation for Unacceptable Performance: _____

_____Corrective Action Taken: _____

Signed: _____ (CPM) Date: _____

INSTRUCTIONS

DSVC: Email report to CPM. CPM will forward CDR to Contractor.

Contractor: Must respond to CPM in writing within five (5) working days of receipt of CDR.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW: Sub-paragraph 5.1.7 Minimum Acceptable Pricing (MAP)	Auctioned items may not be sold for less than appraised value or MAP.	Review County auction inventory report and buyer's receipt of sales.	\$50 per occurrence and Contractor shall reimburse County for difference between sale dollars and appraised value.
SOW: Sub-paragraph 5.2.3 Contractor's Response Time	Contractor shall provide a Project Manager who will respond to inquiries and emergencies within two (2) hours of notification telephone call or arrival on site.	Project Manager's timely response to County.	\$50 per occurrence
SOW: Subparagraph 8.3 Auction facility access	Contractor's auction facility shall be available for site inspections by County personnel to include, but not limited to, the monitoring of auctions.	Ability for authorized County personnel to access Contractor's facility to monitor and record bid prices.	\$100 per occurrence
SOW: Sub-paragraph 9.1 Timely pick-up and safe transport of vehicles and/or vehicle-related equipment	Contractor shall pick-up within three (3) days of request and safely transport vehicles and/or vehicle-related equipment from any location within Los Angeles County and deliver to the Contractor's site with no damage.	County inspection Review of logs.	\$100 per occurrence.
SOW: Sub-paragraph 9.3 Driving of County Vehicles	Contractor shall not drive or intend to drive any of the County vehicles, unless driven within Contractor's facility when required to complete a smog or safety inspection, or otherwise directed by the CPM or applicable DSVC upon mutual agreement in writing.	County inspection	\$100 per occurrence.

Attachment 2

SOW: Sub-paragraph 9.4 Damage to Vehicles During Transport	Contractor shall pay County for the appraised value or minimum acceptable price of the vehicle and/or vehicle-related equipment, whichever is higher if County vehicles and/or equipment are damaged during transport. Contractor shall make payment to County within thirty (30) days of the loss.	Receipt of payment within 30 days	\$25 per day after 30 days
SOW: Sub-paragraph 10.2.2 Failure to repair/replace damage to vehicles made by Contractor's staff	In the event of a dispute on repair or replacement between applicable DSVC and Contractor, the matter shall be referred to the CPM or designee, who shall be the final authority. If CPM determines Contractor has failed to properly repair or replace damaged vehicles and/or vehicle-related equipment, County will invoice Contractor for all damages incurred as determined by County. Contractor shall make payment within thirty (30) days of invoice.	Inspection of damaged vehicle and/or vehicle related equipment.	Receipt of payment is due within 30 days if repairs deemed unacceptable by County. An additional \$25 per day fee may be assessed after 30 days if payment is not received.
SOW: Sub-paragraph 10.5 Vehicle Safety Inspections	Contractor shall provide safety inspections pursuant to the California Vehicle Code. Selling of any vehicle that did not pass the safety inspection and not repaired with its Title is prohibited except to a licensed dealer or licensed dismantler upon prior approval from CPM or DSVC.	Contractor's documentation Review of logs	\$500 per occurrence
SOW: Sub-paragraph 10.6 Vehicle Smog Checks	Contractor shall provide smog checks and related certificates or other certifications required by federal, state or local laws, rules, regulations and ordinances. Selling of any vehicle that did not pass the vehicle smog with its Title is prohibited except to a licensed dealer or licensed dismantler upon prior approval from CPM or DSVC.	Contractor's documentation Review of logs	\$500 per occurrence
SOW: Sub-paragraph 10.6.4 Selling of Wrecked, Salvaged, Rebuilt County Vehicles	County vehicles that are wrecked, salvaged, or rebuilt shall be sold "As-Is" only to a licensed dismantler or a licensed dealer with either 1) Non-repairable title or 2) Bill of Sale and no title with prior approval from CPM or applicable DSVC.	Contractor's documentation Review of logs	\$500 per occurrence

Attachment 2

SOW: Sub-paragraph 10.7.1 Vehicle Preparation	Contractor shall paint or partially paint vehicles to eliminate the appearance of a law enforcement vehicle and all decals, bumper stickers, light bars, etc., and any other letterings of Los Angeles County as necessary. The sale of any vehicle that is not properly prepared as stated is prohibited unless otherwise specified by the CPM or applicable DSVC upon mutual written agreement.	County inspection of vehicle.	\$100 per occurrence
SOW: Sub-paragraph 10.7.3 Found articles in Vehicles	Contractor shall turn in any articles found in vehicles and/or vehicle-related equipment within five (5) business days of receipt to the CPM or applicable DSVC with a written report identifying item found and returned to County.	County inspection Review of logs/	\$10 per day after five (5) business days
SOW: Sub-paragraph 10.7.6 Vehicle Preparation	Contractor prepare vehicle as specified and present it for sale at the auction within twenty-one (21) days from pickup from County.	County inspection Contractor's Documentation	\$100 per day fee may be assessed after the 21 st day.
SOW: Sub-paragraph 10.8.1 Public Notice Five Days Prior to Auction	Contractor shall provide public notice at least five (5) business days prior to a scheduled auction.	Monitor notice of public auction.	\$50 per occurrence
SOW: Sub-Paragraph 10.8.2 Public Inspection Two Days Prior to Auction	Contractor shall provide public with a minimum two (2) day inspection of items for sale immediately prior to auction.	Monitor public inspection.	\$50 per occurrence.
SOW: Sub-Paragraph 10.8.3 Public Inspection Day of Auction	Contractor shall provide public with a two (2) hour inspection on day of auction.	Monitor public inspection.	\$50 per occurrence.

Attachment 2

SOW: Sub-paragraph 11.1.8 Recorded DVD of Auction	Contractor shall video tape or digitally record the entire auction sale and deliver to the CPM or applicable DSVC a DVD of said auction within six (6) business days of the close of such auction.	Receipt of DVD	\$25 per day after six (6) business days
SOW: Sub-paragraph 12.1 Vehicle Processing – Contractor Responsibilities	Contractor shall transfer title prior to release of vehicle and submit paperwork to DMV within thirty (30) days.	Receipt and review of report.	\$50 per day after thirty (30) days.
SOW: Sub-paragraph 12.2 Summary of Auction Sales	Contractor shall provide a summary report of vehicles and/or vehicle-related equipment sales within six (6) business days following the auction as specified by County.	Receipt and review of reports.	\$25 per day after six (6) business days.
SOW: Sub-paragraph 12.2.2 Listing of Unsold Items	Contractor shall provide County with a listing of all sold and unsold items within six (6) business days.	Receipt and review of report.	\$25 per day after six (6) business days.
SOW: Paragraph 13.0 Auction Marketing	Contractor shall conduct a marketing campaign prior to each auction including but not limited to online website banner advertising, online auction catalogs, social media catalogues and/or brochures newspaper advertising, direct mailings, and other appropriate media notifications.	Review website, catalogues, brochures and other appropriate media notifications.	\$100 per occurrence.
Contract: Paragraph 5.0 (Contract Sum) and SOW: Sub-paragraph 12.3 (Payments to County) Accurate and timely payment to County	Contractor shall provide net proceeds from auction sales within six (6) working days of close of each auction which includes the registering, licensing, and transferring of title to buyer.	Verify date of receipt of check and audit of Contractor's records.	A \$50 per day late fee may be assessed after the 6 th working day. \$100 per day late fee may be assessed after thirty (30) days.



**COUNTY OF LOS ANGELES
AUCTION CONSIGNMENT FORM TO (CONTRACTOR NAME)**

DATE:

AUCTION LOCATION:

STREET ADDRESS

CITY

STATE

ZIP

AUCTION CONTACT

PHONE#

PHONE#

VEHICLE LOCATION:

NAME

STREET ADDRESS

CITY

STATE

SITE CONTACT

ZIP

PHONE#

PLEASE TYPE OR PRINT ALL INFORMATION CLEARLY.

[illegible]

Vehicles transported by Auction Company? (If No, County will transport vehicle.) Are the vehicles ready for pick up?		<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
Comments:			
<div style="border: 1px solid black; height: 100px;"></div>			
COUNTY DEPARTMENT:		<input type="checkbox"/> ISD	<input type="checkbox"/> FIRE
DEPT. CONTACT:		<input type="checkbox"/> SHERIFF	<input type="checkbox"/> PUBLIC WORKS
CONTACT E-MAIL:		PHONE#	FAX#
Auction Company Representative: I hereby acknowledge taking possession of the vehicle/equipment described above on behalf of the named auction company.			
PRINT NAME		SIGNATURE	DATE

AUCTION REPAIR ESTIMATE

Auction Company Name: _____

Sublet Vendor Name: _____

Customer Information

Contact Name: _____

Phone: _____

Department: _____

Fax: _____

Email: _____

Vehicle Information

Vehicle ID: _____

Size: _____

Mileage: _____

Year: _____

Make: _____

Model: _____

Engine: _____

Trans Type: _____

Fuel Type: _____

Labor

Description

Total

1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
Total			\$ -

Parts

Part Number /Description

Qty

Unit Price

Total

1				\$ -
2				\$ -
3				\$ -
4				\$ -
5				\$ -
6				\$ -
7				\$ -
8				\$ -
9				\$ -
10				\$ -
11				\$ -
12				\$ -
Total				\$ -

Additional Charges

Description

Total

1		
2		
3		
4		
5		
Total		\$ -

Estimator: _____

Estimate Date: _____

Comments: _____

Customer Approval / Decline

Customer Decline

Customer Approval

Signature

Date

Signature

Date

Labor Total	\$ -
Parts Total	\$ -
Addtl Charges	\$ -
Tax:	
Subtotal:	
Discount:	
Total:	

EXHIBIT B
PRICING SCHEDULE

Proposer's Name: J J Kane Associates dba Ken Porter Auctions

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

Note: Pricing applies to County's vehicles and/or vehicle-related equipment sold through a live public auction and/or the virtual online system.

Proposers will retain the following commission rates from Total Gross Sales:

1. LIVE AUCTION SERVICES

Commission Rate
(of Total Gross Sales)

A. Auction at Contractor's facility (Vehicle Transport by Contractor) 0 %

B. Auction at Contractor's facility (Vehicle Transport by County) 0 %

C. Buyer's Premium Percentage

*Of the Buyers Premium Contractor will retain 90% and rebate 10% to the County -- Netting the County 101% of sale price

Percentage Rate
(of Sale Price)

10 % *

2. INCIDENTAL SERVICES

Fixed Unit Price

A. Remove decals, bumper stickers, any identifiers of Los Angeles County, and paint over area \$ 0.00

B. Remove light bar \$ 0.00

C. Smog Test \$ 0.00

D. Transport by Contractor prior to Auction \$ 0.00

E. Provide and place display signs on vehicle \$ 0.00

3. REPAIRS AND REPLACEMENTS

Labor Rate per Hour

A. Mechanical repairs \$ 65.00

Parts Mark-Up
(from retail price)

B. Replacement parts associated with mechanical repairs 15 %

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Anet Charbakhsh
Title: Division Manager, Fleet & Logistics
Address: 1100 North Eastern Ave., Los Angeles, CA 90063
Telephone: 562-413-6750
Facsimile: N/A
E-Mail Address: acharbakhsh@isd.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Michael Sanchez
Title: Section Manager, Fleet Services
Address: 1104 North Eastern Ave., Los Angeles, CA 90063
Telephone: 562-413-3430
Facsimile: N/A
E-Mail Address: msanchez@isd.lacounty.gov

COUNTY CONTRACT PROJECT MONITOR:

Name: Mike Bishop
Title: Contract Program Monitor, Fleet Services
Address: 1104 North Eastern Ave., Los Angeles, CA 90063
Telephone: 323-422-1253
Facsimile: N/A
E-Mail Address: mbishop@isd.lacounty.gov

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME: JJ KANE ASSOCIATES Inc. dba Ken Porter Auctions****CONTRACT NO:****CONTRACTOR'S PROJECT MANAGER:**

Name: Gene Govoreau
Title: Auction Operations Manager
Address: 4510 Muth Way Jurupa Valley CA 92509
Telephone: 310-613-9501 cell 310-353-7140 office
Facsimile: 310-353-5740
E-Mail Address: gene@jjkane.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Rod McDowell
Title: Area Manager
Address: 13817 NE Sandy Blvd
Portland OR 97230
Telephone: 503-449-4171
Facsimile: _____
E-Mail Address: rod.mcdowell@jjkane.com

Name: Riley Brown
Title: Legal
Address: 33 Inverness Center Parkway
Birmingham AL 35242
Telephone: 205-408-3241
Facsimile: _____
E-Mail Address: riley.browne@jjkane.com

Notices to Contractor shall be sent to the following:

Name: Gene Govoreau
Title: Auction Operations Manager
Address: 4510 Muth Way Jurupa Valley
Jurupa Valley CA 92509
Telephone: 310-613-9501 cell 310-353-7140 office
Facsimile: 310-353-5740
E-Mail Address: gene@jjkane.com

COVID-19 Vaccination Certification of Compliance
Urgency Ordinance, County Code Title 2 – Administration, Division 4 –
Miscellaneous – Chapter 2.212 (COVID-19 Vaccinations of County Contractor
Personnel)

I, Gabriel Flores, on the behalf of JJ Kane Associates Inc. dba Ken Porter Auctions (the "Contractor"), certify that on County Contract SOLICITATION NUMBER: RFPC-IS-CMS23000001-1 CONTRACT: GSC-106080S Vehicle Auction Services

 X All Contractor Personnel* on this Contract are fully vaccinated as required by the Ordinance.

 Most Contractor Personnel* on this Contract are fully vaccinated as required by the Ordinance. The Contractor or its employer of record, has granted a valid medical or religious exemption to the below identified Contractor Personnel. Contractor will certify weekly that the following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their work week under the County Contract, unless the contracting County department requires otherwise. The Contractor Personnel who have been granted a valid medical or religious exemption are [LIST ALL CONTRACTOR PERSONNEL]:

*Contractor Personnel includes subcontractors.

I have authority to bind the Contractor and have reviewed the requirements above and further certify that I will comply with said requirements.

 Signature

November 17, 2022
 Date

Gabriel Flores
 Title: Field Operations Manager

JJ Kane Associates Inc. dba Ken Porter
 Auctions Company/Contractor
 Name

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME JJ KANE ASSOCIATES, INC. dba Ken Porter Auctions

Contract No

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

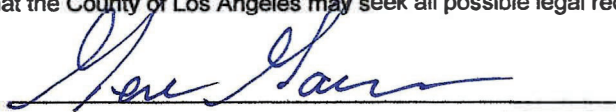
Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE:



DATE: 11/ 17 / 2022

PRINTED NAME: Gene Govoreau

POSITION: Auction Operations Manager

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name JJ KANE dba Ken Porter Auctions

Contract No. 2022-00009

Employee Name Gene Govoreau

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE:



DATE: 11/17/2022

PRINTED NAME: Gene Govoreau

POSITION: Auction Operations Manager

THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

THERE'S A
BETTER CHOICE.
SAFELY SURRENDER
YOUR BABY.



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

The County of Los Angeles ("County") is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit ("Exhibit") sets forth the County and the Contractor's commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by the Contractor before the Effective Date of the Contract and maintained throughout the term of the Contract.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the County and Contractor (the "Contract") and any other agreements between the parties. However, it is the Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Contract by the Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit shall prevail unless stated otherwise.

1. DEFINITIONS

Unless otherwise defined in the Contract, the definitions herein contained are specific to the uses within this exhibit.

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.
- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.

- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.
 - i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
 - j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
 - k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
 - l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
 - m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
 - n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
 - o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
 - p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
 - q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.
-

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** The Contractor shall maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Contract.

Contractor's Information Security Program shall include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

The Contractor shall exercise the same degree of care in safeguarding and protecting County Information that the Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

The Contractor's Information Security Program shall:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
 - Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
 - Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
 - Protect against accidental loss or destruction of, or damage to, County Information; and
 - Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.
- b. **Privacy Program.** The Contractor shall establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program shall include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures shall be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.
-

The Contractor shall exercise the same degree of care in safeguarding the privacy of County Information that the Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

The Contractor's Privacy Program shall include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County shall retain exclusive rights and ownership thereto. County Information shall not be used by the Contractor for any purpose other than as required under this Contract, nor shall such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contractor owns, leases or possesses.

4. CONTRACTOR'S USE OF COUNTY INFORMATION

The Contractor may use County Information only as necessary to carry out its obligations under this Contract. The Contractor shall collect, maintain, or use County Information only for the purposes specified in the Contract and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state

and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

5. SHARING COUNTY INFORMATION AND DATA

The Contractor shall not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

6. CONFIDENTIALITY

- a. **Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
 - b. **Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor shall notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.
 - c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in Board of Supervisors Policy 6.104 – Information Classification Policy as NPI. The Contractor shall not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.
 - d. **Individual Requests.** The Contractor shall acknowledge any request or instructions from the County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. The Contractor shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor shall notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor shall notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
 - e. **Retention of County Information.** The Contractor shall not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.
-

7. CONTRACTOR EMPLOYEES

The Contractor shall perform background and security investigation procedures in the manner prescribed in this section unless the Contract prescribes procedures for conducting background and security investigations and those procedures are no less stringent than the procedures described in this section.

To the extent permitted by applicable law, the Contractor shall screen and conduct background investigations on all Contractor employees and Subcontractors as appropriate to their role, with access to County Information for potential security Risks. Such background investigations must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of the Contractor's staff passes or fails the background investigation. The Contractor, in compliance with its legal obligations, shall conduct an individualized assessment of their employees, agents, and volunteers regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to County Information to ensure that no individual accesses County Information whose past criminal conduct poses a risk or threat to County Information.

The Contractor shall require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Contract, and sign an appropriate written Confidentiality/non-disclosure agreement with the Contractor.

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

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
 - b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
 - c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
 - d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
 - e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
 - f) **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program.
-

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

8. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit shall also apply to all Subcontractors and third parties. The Contractor or third party shall be subject to the following terms and conditions: (i) each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit; and (ii) the Contractor shall be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Contract.

The Contractor shall obtain advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

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

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

In addition, the Contractor shall not store County Information in the cloud or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information shall be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

The Contractor shall return or destroy County Information in the manner prescribed in this section unless the Contract prescribes procedures for returning or destroying County

Information and those procedures are no less stringent than the procedures described in this section.

- a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Contract 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 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) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section 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 Section 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 Section. Upon termination or expiration of the Contract 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 Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County 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 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 Contract or at any time upon the County's request. On termination or expiration of this Contract, 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.

11. PHYSICAL AND ENVIRONMENTAL SECURITY

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Contractor shall: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 14 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups shall be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

13. ACCESS CONTROL

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements shall apply to back-up media stored by the Contractor at off-site facilities.

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

- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
 - b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
 - c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;
-

- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor shall record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor shall ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

14. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, the Contractor shall:

- a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within twenty-four (24) hours of detection of the Incident. All notifications shall be submitted via encrypted email and telephone.

County Chief Information Security Officer and Chief Privacy Officer email

CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

Ralph Johnson

Chief Information Security Officer 320 W Temple, 7th Floor

Los Angeles, CA 90012

(213) 253-5600

Chief Privacy Officer:

Lillian Russell

Chief Privacy Officer 320 W Temple, 7th Floor Los Angeles, CA 90012

(213) 351-5363

Departmental Information Security Officer:

Name

Departmental Information Security Officer Address

City, State Zip Telephone Email address

- b. Include the following Information in all notices:
 - i. The date and time of discovery of the Incident,
 - ii. The approximate date and time of the Incident,
 - iii. A description of the type of County Information involved in the reported Incident, and
-

- iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
- v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor shall provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.
- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

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

15. NON-EXCLUSIVE EQUITABLE REMEDY

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 CONFIDENTIALITY shall constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.

16. AUDIT AND INSPECTION

- a. **Self-Audits.** The Contractor shall periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the County.

The Contractor shall have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Contractor shall provide the audit results and any corrective action documentation to the County promptly upon its completion at the County's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any County Information, the Contractor shall promptly provide the County with copies of the same upon the County's reasonable request, including identification of any failure or exception in the Contractor's Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Section shall be provided at no additional charge to the County.

- b. **County Requested Audits.** At its own expense, the County, or an independent third-party auditor commissioned by the County, shall have the right to audit the Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon the County's request the Contractor shall complete a questionnaire regarding Contractor's Information Security and/or program. The County shall pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor shall bear all costs of the audit; and if the audit reveals material non-compliance with this Exhibit, the County may exercise its termination rights underneath the Contract.

Such audit shall be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The County's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor shall cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access shall extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, the Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.

17. CYBER LIABILITY INSURANCE

The Contractor shall secure and maintain cyber liability insurance coverage in the manner prescribed in this section unless the Contract prescribes cyber liability insurance coverage provisions and those provisions are no less stringent than those described in this section.

The Contractor shall secure and maintain cyber liability insurance coverage with limits of at least \$ 2,000,000 per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor shall add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

18. PRIVACY AND SECURITY INDEMNIFICATION

In addition to the indemnification provisions in the Contract, the Contractor agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, agents, employees, and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to :

- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
 - The Contractor's failure to perform or comply with any terms and conditions of this Contract or related agreements with the County; and/or,
 - Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).
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Notwithstanding the preceding sentences, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.



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[+ Solicitation Information](#)

Solicitation Number:	RFPC-IS-CMS23000001		
Title:	Vehicle Auction Services RFP #GCS-10608-S		
Department:	Internal Services Department		
Bid Type:	Commodity / Service	Bid Amount:	N/A
Commodity:	AUCTIONEERING SERVICES		
Description:	Vehicle Auction Services RFP #GCS-10608-S		
Open Day:	9/28/2022	Closed Date:	10/12/2022 12:00:00 PM
Contact Name:	KATHLEEN GOMEZ	Contact Phone:	(323) 881-3719
Contact Email:	kgomez@isd.lacounty.gov		
Notice of Intent to Award (0) :	+ Click here to view notice intent to award list.		
Solicitation Award (0) :	+ Click here to view award list.		
Amendment (1) :	+ Click here to view the amendment list.		
Last Changed On:	9/29/2022 3:45:21 AM		
Attachment File (6) :	+ Click here to download attachment files.		

Community Business Enterprise Program (CBE) Information

FIRM/ORGANIZATION INFORMATION*		JJ Kane Associates d.b.a. Ken Porter Auctions	US Auctions
BUSINESS STRUCTURE		Corporation	LLC
RACE/ETHNIC COMPOSITION			
OWNERS/PARTNERS/ ASSOCIATE PARTNERS	Black/African American	0	0
	Hispanic/Latino	17	1
	Asian or Pacific Islander	1	0
	American Indian	0	0
	Filipino	0	0
	White	6	1
Total # of Employees in California		24	10
Total # of Employees (including owners)		24	10
COUNTY CERTIFICATION			
CBE		N/A	N/A
LSBE		N/A	Yes
OTHER CERTIFYING AGENCY		N/A	LA Metro

*Information as provided by vendors in response to the RFP, and as requested by ISD.
On final analysis and consideration of award, vendors were selected without regard to race, creed or color.

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	1/4/2023	
BOARD MEETING DATE	1/24/2023	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input checked="" type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Sheriff	
SUBJECT	Eight-year lease for 10,838 square feet of office space and 43 onsite parking spaces at 12440 Imperial Hwy., Suite 116, Norwalk, CA 90650	
PROGRAM	Los Angeles County Regional Identification System Unit (LACRIS).	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	LACRIS is currently using office space that was only intended to be temporary space within the Sheriff's Records and Identification Bureau's office space	
COST & FUNDING	Total cost: \$4,146,000	Funding source: Funding for LACRIS is 100 percent by the Automated Fingerprint Identification System Fund, and there will be no impact on net County cost.
	TERMS (if applicable): Base rent is subject to fixed 3 percent increases per annum.	
	Explanation: Sufficient funding for the proposed lease and County TI reimbursement costs for the first year of the proposed lease term is included in the Fiscal Year (FY) 2022-23 Rent Expense budget and will be billed back to the Sheriff. The Sheriff has sufficient funding in their FY 2022-23 operating budgets to cover the proposed rent, County TI costs, and Low-Voltage Items for the first year. Beginning in FY 2023-24, ongoing funding for costs associated with the proposed lease will be part of the budget for the Sheriff. The costs for Low-Voltage Items will be paid by the Sheriff directly to ISD and are not part of the proposed lease costs.	
PURPOSE OF REQUEST	Approval of the recommended actions will authorize and adequately provide necessary office space for the LACRIS operation.	
BACKGROUND (include internal/external issues that may exist including any related motions)	Any future request for supplemental parking will be at an additional cost of \$40 per space per month. The County can increase or decrease the number of approved parking spaces subject to availability.	
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	Michael Navarro CEO- Real Estate Division 213-974-4364 Mnavarro@ceo.lacounty.gov	



Chief Executive Office.

COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, CA 90012
(213) 973-1101 ceo.lacounty.gov

CHIEF EXECUTIVE OFFICER

Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

January 24, 2023

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

Dear Supervisors:

**EIGHT-YEAR LEASE
SHERIFF'S DEPARTMENT
12440 IMPERIAL HIGHWAY, SUITE 116, NORWALK
(FOURTH DISTRICT) (3 VOTES)**

SUBJECT

Approval of a proposed new eight-year lease for 10,838 square feet of office space, and 43 on-site parking spaces for the Sheriff's Department (Sheriff) Los Angeles County Regional Identification System Unit (LACRIS).

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed lease is exempt from the California Environmental Quality Act (CEQA), for the reasons stated in this Board letter and in the record of the project.
2. Authorize the Chief Executive Officer, or her designee, to execute the proposed lease with Sonnenblick Del Rio Norwalk LLC, a Delaware limited liability company (Landlord), for approximately 10,838 square feet of office space, and 43 on-site parking spaces located at 12440 Imperial Highway, Suite 116, Norwalk, 90650 (Premises) to be occupied by the Sheriff. The estimated maximum first year base rental cost of \$200,503 paid to the Landlord, includes rent abatement of \$40,101. The estimated total lease cost, including tenant improvements and low voltage costs, is \$4,146,000 over the eight-year term. The rental costs for the Sheriff will be funded 100 percent by the Sheriff - Automated Fingerprint Identification System fund (AFIS Fund), and there will be no impact on net County cost.

3. Authorize the Chief Executive Officer, or her designee, to reimburse the Landlord up to \$1,625,700 for the County's Tenant Improvement (TI) contribution to be paid in a lump sum payment.
4. Authorize the Sheriff to contract with and direct the Internal Services Department (ISD), in coordination with the Chief Executive Officer, or her designee, for the acquisition and installation of telephone, data, and low-voltage systems and vendor installation (Low-Voltage Items) at a total cost not to exceed \$420,000 to be paid in a lump sum payment. The cost for the Low-Voltage Items is in addition to the rental costs and the County's TI contribution payable to the Landlord.
5. Authorize and direct the Chief Executive Officer, or her designee, to execute any other ancillary documentation necessary to effectuate the terms of the proposed lease, and to take actions necessary and appropriate to implement the terms of the proposed lease, including, without limitation, exercising any early termination rights.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The proposed lease will provide office space for LACRIS to be used as administrative offices, system support, and training activities. LACRIS is currently using office space that was only intended to be used on a temporary basis within the Sheriff's Records and Identification Bureau's office space located within the same building under a separate lease. The proposed Premises provide appropriate office space for LACRIS and have been approved by the LACRIS Board of Directors, the Cal-ID Remote Access Network (RAN) Board, on October 28, 2021. Overcrowding will be alleviated at the Records and Identification Bureau's office space upon LACRIS moving into the proposed office space.

LACRIS oversees the Cal-ID program, which is a direct service program created by the State of California in 1989 and continues to be under the State's authority. The criminal biometric identity solution modalities include fingerprints, palm prints, mugshots, facial recognition, including scars, marks and tattoos, plus latent prints, iris capture, and mobile subject identity.

LACRIS supports and provides criminal biometric identity solutions to the entire County of Los Angeles. Services include support and training to every Sheriff location, including stations, courts, and colleges, and to approximately 47 participating law enforcement agencies throughout the County, including the Los Angeles Police Department, Pasadena Police Department, Glendale Police Department, LAX Police, and other agencies. LACRIS also support commercial off the shelf systems used throughout the County including approximately 160 Live Scan devices, 150 workstations with Multi-modal Biometric Identification Solution systems, and the Los Angeles Photomanager, a web-based mugshot system used by approximately 3,000 users.

The office is occupied by 47 employees providing training to approximately 40 individuals twice a week and conducting quarterly meetings attended by approximately 65 law enforcement personnel in addition to regular meetings held with vendors, law enforcement representatives, and Sheriff employees. The proposed Premises is centrally located near major freeways and public transportation routes.

Ninety percent of all training will be provided in the proposed space and will be in person. In addition, for the operation of the LACRIS systems, physical access, and connectivity is required to the Sheriff data center to perform its work, thereby limiting the ability to telework.

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

Implementation of Strategic Plan Goals

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

The proposed lease is also consistent with the Strategic Asset Management Goal – Strengthen connection between service priorities and asset decisions, and Key Objective No. 4 – Guide Strategic Decision -Making.

The proposed lease supports the above goals and objective by providing LACRIS with appropriate office space allowing it to provide the latest criminal biometric technologies and sharing public safety information/communication with all law enforcement entities throughout the County and State, and more specifically to LACRIS's 47-member law enforcement agencies, on a seven days per week, 24 hours per day basis, when needed.

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

FISCAL IMPACT/FINANCING

The aggregate cost associated with the proposed lease over the entire term is \$4,146,000 as shown on Enclosure B. The rental costs for the proposed lease will be funded 100 percent from the AFIS Fund, and there will be no impact on net County cost. Funds from the AFIS Fund can only be used for expenditures permitted and prescribed by statutes that codified the Cal-ID program.

Sufficient funding for the proposed lease and County TI reimbursement costs for the first year of the proposed lease term is included in the Fiscal Year (FY) 2022-23 Rent Expense budget and will be billed back to the Sheriff. There is sufficient funding in the AFIS Fund to cover the proposed rent, County TI costs, and Low-Voltage Items. The costs for Low-Voltage Items will be paid from the AFIS Fund directly to ISD and are not part of the proposed lease costs.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

- The initial base rent in year one is \$22.20 per square foot, per year. The base rent is subject to fixed 3 percent increases per annum.
- The maximum first year rental cost of \$240,604 paid to the Landlord, is adjusted to \$200,503 after deducting the one-time credit of \$40,101, a rent abatement for months one and two of the initial term.
- Total TI costs are expected to be \$1,896,650 (\$175 per square foot). The Landlord will provide \$270,950 (\$25 per square foot) base TI allowance and the County's TI contribution shall be \$1,625,700 (\$150 per square foot). The County will reimburse the Landlord the \$1,625,750 in one lump sum payment in the first year.
- The Landlord is responsible for all operating and maintenance cost of the building, including janitorial costs, excluding electric. The County has no responsibility for any operating and maintenance costs.
- The Landlord will provide a total of 43 unreserved parking spaces at no additional cost. Any future request for supplemental parking will be at an additional cost of \$40 per space per month, with five percent increases every five years. The County can increase or decrease the number of approved parking spaces subject to availability.
- The County has the right to terminate the proposed lease any time after the fifth year, with 90 days' prior notice.

- Holdover at the proposed lease expiration is permitted on the same lease terms and conditions for a period of four months without any holdover fee, and thereafter will increase by 25 percent of the base rent as of the date when the proposed lease expired, if the proposed lease is not renewed within the first four months following expiration of the proposed lease. The Landlord is to credit County for all holdover fees paid if the County renews the proposed lease.
- The County is subject to reimbursing the Landlord the cost of its electric usage. If the Landlord elects to furnish non-public utility source, the cost of such electricity shall not exceed 97 percent of the cost of similar electricity offered directly by the local public utility.
- The proposed lease will be effective upon approval by the Board and full execution of the proposed lease, but the term and rent will commence upon completion of tenant improvements by the Landlord and acceptance of the Premises by the County.

The Chief Executive Office (CEO) did not issue a flyer for this requirement due to the Sheriff's request and need to locate LACRIS in close proximity to one of the two Sheriff data centers, one of which is located within the proposed building. Locating LACRIS away from the data center impacts the response time of the systems utilized by LACRIS. The CEO conducted a market search of available office space in close proximity to one of the data centers and could not identify a more economical alternative. Based upon a review of available industry data, it has been established that the annual rental range for a comparable office lease in the area is between \$28.20 and \$33.00 per square foot, per year. The base annual rental rate of \$22.20 per square foot, per year for the proposed office space represents a rate that is below the market range for the area. We recommend the proposed Premises as the most suitable to continue to meet the County's space requirements.

LACRIS operations need to be in close proximity to the Sheriff's data center, and due to the sensitive, confidential nature of the work performed by LACRIS, teleworking for this requirement and co-working space is not a suitable option.

Enclosure C shows all County-owned and leased facilities within the surveyed areas and there are no County-owned or leased facilities available to meet LACRIS' space requirements.

The Department of Public Works has inspected the Premises and found it suitable for County occupancy. Construction of the TIs will be completed in compliance with relevant building and construction laws and regulations, including the Americans with Disabilities Act. The required notification letter to the City of Norwalk has been sent in accordance with Government Code section 25351.

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

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

ENVIRONMENTAL DOCUMENTATION

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

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed lease will adequately provide the necessary office space, and parking spaces for the Sheriff's LACRIS operations. Both the Sheriff and the LACRIS RAN Board concur with the proposed lease and recommendations.

CONCLUSION

It is requested that the Executive Office of the Board return one certified copy of the Minute Order and an adopted stamped copy of this Board letter to the CEO, Real Estate Division at 320 West Temple Street, 7th Floor, Los Angeles, CA 90012, for further processing.

Respectfully submitted,

FESIA A. DAVENPORT
Chief Executive Officer

FAD:JMN:JTC
JLC:MN:MAC:gb

Enclosures

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

**SHERIFF'S DEPARTMENT
12440 IMPERIAL HWY., SUITE 116, NORWALK**

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? Located in the same building as the Sheriff's data center in order to achieve greater connectivity which results in faster service to clients.		X		
C	Does this lease centralize business support functions?		X		
D	Does this lease meet the guideline of 200 sq. ft of space per person? No, it is approximately 230 sq. ft, per person as result of the operational needs that include training space.			X	
E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? (4.93/1000)		X		
F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location?		X		
2.	<u>Capital</u>				
A	Is it a substantial net County cost (NCC) program? The rental costs for Sheriff will be funded 100 percent by the AFIS Funds and there will be no impact on net County cost			X	
B	Is this a long-term County program?		X		
C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?			X	
D	If no, are there any suitable County-owned facilities available?			X	
E	If yes, why is lease being recommended over occupancy in County-owned space?				X
F	Is Building Description Report attached as Attachment C?		X		
G	Was build-to-suit or capital project considered?			X	
3.	<u>Portfolio Management</u>				
A	Did department utilize CEO Space Request Evaluation (SRE)?		X		
B	Was the space need justified?		X		
C	If a renewal lease, was co-location with other County departments considered?				X
D	Why was this program not co-located?				
	1. ____ The program clientele requires a "stand alone" facility.				
	2. ____ No suitable County occupied properties in project area.				
	3. <u>X</u> No County-owned facilities available for the project.			X	
	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					

OVERVIEW OF THE PROPOSED BUDGETED LEASE COSTS

12440 Imperial Highway, Suite 116, Norwalk
Sheriff's Department

Leased Area (sq.ft.)	10,838	
Term (months)	96	
Annual Rent Adjustment	3%	
	Cost Per RSF Per Month	Cost Per RSF Per Year
Base Rent	\$1.85	\$22.20
TI Allowance (Reimbursable) (\$150 SF)	Lump Sum Cost	Amortized Cost @
	\$1,625,700	N/A
LV (TESMA Labor & Materials) (70%)	Lump Sum Cost	
	\$420,000	

	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year	6 th Year	7 th Year	8 th Year	Total 8 Year Rental Costs
Annual Base Rent Costs ⁽¹⁾	\$240,604	\$247,822	\$255,256	\$262,914	\$270,801	\$278,926	\$287,293	\$295,912	\$2,140,000
Rent Abatement ⁽²⁾	(\$40,101)								(\$41,000)
Adjusted Rental Costs	\$200,503	\$247,822	\$255,256	\$262,914	\$270,801	\$278,926	\$287,293	\$295,912	\$2,100,000
Tenant Improvement Costs ⁽³⁾	\$1,625,700								\$1,626,000
Total Cost Paid to Landlord	\$1,826,203	\$247,822	\$255,256	\$262,914	\$270,801	\$278,926	\$287,293	\$295,912	\$3,726,000
Low Voltage Costs ⁽⁴⁾	\$420,000								\$420,000
Total Annual Lease Costs	\$2,246,203	\$247,822	\$255,256	\$262,914	\$270,801	\$278,926	\$287,293	\$295,912	\$4,146,000

Footnotes

⁽¹⁾ The Base Rent is subject to fixed three percent (3%) increases per annum.

⁽²⁾ The monthly rent for the initial two (2) months of the Lease term shall be abated.

⁽³⁾ The Tenant Improvement cost will be paid via a lump sum payment to the Landlord.

⁽⁴⁾ The Low Voltage costs (420,000) will be paid via a lump sum payment.

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

ENCLOSURE C

**SHERIFF'S DEPARTMENT
SPACE SEARCH – 3 MILE RADIUS FROM
12440 IMPERIAL HIGHWAY, NORWALK**

LACO	Name	Address	Ownership Type	Gross Sq. Ft.	Vacant
A176	Health Services – EMS	10100 Pioneer Blvd Santa Fe Springs, 90670	Leased	41,720	None
A279	DPW – South Whittier District / Sheriff's Sub Station	13523 Telegraph Rd South Whittier 90605	Leased	3,162	None
A355	DCFS – Santa Fe Springs (SPA 7)	10355 Slusher Dr Santa Fe Springs, 90670	Leased	65,568	None
A358	DPSS – Information Technology Division (ITD)	14714 Carmenita Rd Norwalk, 90650	Leased	44,250	None
A566	Sheriff – So Cal High Tech Task Force	9900 Norwalk Blvd Santa Fe Springs, 90670	Leased	22,880	None
D221	DPSS – Norwalk WS District Office	12727 Norwalk Blvd Norwalk, 90650	Leased	40,500	None
X168	Harry Hufford Registrar- Recorder/Co Clerk Building	12400 E Imperial Hwy Norwalk, 90650	Owned	262,510	None
Y531	Star Center – Administration Building	11515 S Colima Rd Whittier 90604	Owned	8,884	None
Y533	Star Center – Academy Building C	11515 S Colima Rd Whittier 90604	Owned	15,578	None
Y534	Star Center – Academy Building D	11515 S Colima Rd Whittier 90604	Owned	16,551	None
Y535	Star Center – Academy Building E	11515 S Colima Rd Whittier 90604	Owned	19,984	None
Y542	Star Center – Academy Building M	11515 S Colima Rd Whittier 90604	Owned	9,097	None
5685	Norwalk Courthouse	12720 Norwalk Blvd Norwalk, 90650	Owned	225,008	None

FACILITY LOCATION POLICY ANALYSIS

Proposed lease: Lease for the Sheriff's Department – 12440 Imperial Hwy., Suite 116, Norwalk – Fourth District.

A. Establish Service Function Category – Sheriff's LACRIS office

B. Determination of the Service Area –The proposed lease will provide an 8-year lease Sheriff's LACRIS office.

C. Apply Location Selection Criteria to Service Area Data

- Need for proximity to service area and population: N/A
- Need for proximity to existing County facilities: In close proximity to the Sheriff's data center
- Need for proximity to Los Angeles Civic Center: N/A
- Economic Development Potential: N/A
- Proximity to public transportation: The location is adequately served by local transit services, i.e., bus service and Metrolink.
- Availability of affordable housing for County employees: The surrounding area provides for affordable housing and rental opportunities.
- Use of historic buildings: N/A
- Availability and compatibility of existing buildings: There are no alternative existing County buildings available that meet Sheriff's space needs.
- Compatibility with local land use plans: The City of Norwalk 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 initial term is \$4,146,000.

D. Analyze results and identify location alternatives

The Chief Executive Office (CEO) did not issue a flyer for this requirement due to the Sheriff's request and need to locate LACRIS in close proximity to one of the two Sheriff Data Centers, one of which is located within the proposed building. Locating LACRIS away from the data center impacts the response time of the systems utilized by LACRIS. The CEO conducted a market search of available office space in close proximity to one of the data centers and could not identify a more economical alternative. Based upon a review of available industry data, it has been established that the annual rental range for a comparable office lease in the area is between \$28.20 and \$33.00 per square foot, per year. The effective base annual rental rate of \$22.20 per square foot, per year for the proposed office space represents a rate that is below the market range for the area. We recommend the proposed Premises as the most suitable to continue to meet the County's space requirements.

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

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

**COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE**

LEASE AGREEMENT

**COUNTY OF LOS ANGELES - Tenant
SONNENBLICK DEL RIO NORWALK LLC - Landlord**

**12440 IMPERIAL HIGHWAY, SUITE 116
NORWALK, CALIFORNIA 90650**

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EXHIBITS

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

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

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

Landlord and Tenant agree:

1. BASIC LEASE INFORMATION

1.1 Terms

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

(a) Landlord's Address for Notices:	12440 Imperial Highway Office of the Building, Suite 101 Norwalk, CA 90650 Email: bob@sonndev.com, nelson.delrio@icloud.com
(b) Tenant's Address for Notices:	County of Los Angeles Chief Executive Office - Real Estate Division 320 West Temple Street, 7th Floor Los Angeles, CA 90012 Attention: Director of Real Estate With a copy to: County of Los Angeles Office of the County Counsel 648 Kenneth Hahn Hall of Administration 500 West Temple Street, Suite 648 Los Angeles, CA 90012-2713 Attention: Property Division
(c) Premises:	Approximately 10,838 rentable square feet designated as Suite 116 in the Building (defined below), as shown on <u>Exhibit A</u> attached hereto.
(d) Building:	The Building located at 12440 Imperial Highway, Norwalk, California, which is currently assessed by the County Assessor as APN 8047-006-004 and 8047-006-007 (collectively, the "Property").
(e) Term:	Eight (8) years, commencing upon the first day of the month following thirty (30) days after Substantial Completion of the Tenant

	Improvements and Tenant Acceptance of the Premises, as defined in Section 4.1 (the "Commencement Date"), and terminating at midnight on the day before the eighth (8 th) annual anniversary of the Commencement Date (the "Termination Date"), subject to earlier termination by Tenant as provided herein. The phrase "Term of this Lease" or "the Term hereof" as used in this Lease, or words of similar import, shall refer to the initial Term of this Lease together with any additional Extension Term.
(f) Estimated Commencement Date	The Estimated Completion Date shall be that date six months after the date of Substantial Completion established in the Final TI Plan and Budget accepted in writing by the Tenant (as defined in the Work Letter).
(g) Irrevocable Offer Expiration Date: (see Section 33)	February 24, 2023
(h) Base Rent:	<p>\$20,050.30 per month* (i.e., \$1.85 per RSF)</p> <p>(i.e., \$240,603.60 per year)</p> <p>* The Base Rent shall be abated for the initial two (2) months of the Term of the Lease following the Commencement Date.</p>
(i) Early Termination (see Section 4.4)	Any time after the 5th anniversary of the Commencement Date upon 90 days written notice to Landlord.
(j) Rentable Square Feet in the Premises:	10,838 rentable square feet (RSF)
(k) Initial Departmental Use:	Sheriff's administrative offices, subject to Section 6.
(l) Parking Spaces: (see Section 21)	43 unreserved spaces at no additional cost to Tenant. Any additional request for supplemental parking will be at an additional cost of \$40 per space/month and subject to five percent rental increases every five years.
(m) Tenant's Hours of Operation:	6 a.m. to 6 p.m. Monday through Friday, and 6 a.m. to 12 p.m. on Saturdays, except for legal holidays.

(n) Asbestos Report:	A report dated March 7, 2019 prepared by Partner Engineering North Carolina, PLLC, a licensed California Asbestos contractor.
(o) Seismic Report	A report dated March 7, 2019 prepared by Partner Engineering North Carolina, PLLC and a report dated March 10, 2022, prepared by the Department of Public Works.
(p) Disabled Access Survey	A report dated December 22, 2011, prepared by County of Los Angeles County Affirmative Action.

1.2 Defined Terms Relating to Landlord's Work Letter

(a) Landlord's TI Allowance:	\$270,950 (\$25 per RSF of the Premises)
(b) Tenant's TI Contribution:	\$1,625,700 (\$150.00 per RSF of the Premises)
(c) Tenant's TI Contribution Amortization Rate and Change Authorization Amortization Rate:	Not applicable
(d) Estimated Monthly Payments Attributable to Total TI Costs in Excess of Landlord's TI Allowance	Not Applicable
(e) Tenant's Work Letter Representative:	An assigned staff person of the Chief Executive Office-Real Estate Division
(f) Landlord's Work Letter Representative:	Nelson Del Rio
(g) Landlord's Address for Work Letter Notices:	Sonnenblick Del Rio Norwalk LLC 12440 E Imperial Highway, Suite 100 Norwalk, CA 90650 Email: bob@sonndev.com, nelson.delrio@icloud.com
(h) Tenant's Address for Work Letter Notices:	County of Los Angeles Chief Executive Office - Real Estate Division 320 West Temple Street, 7th Floor Los Angeles, CA 90012 Attention: Director of Real Estate

<p>1.3 <u>Exhibits to Lease</u></p>	<p>Exhibit A - Floor Plan of Premises Exhibit B - Commencement Date Memorandum and Confirmation of Lease Terms Exhibit C - VAC 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 - Landlord's Work Letter</p>
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2. PREMISES

2.1 Lease of Premises

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

2.2 Measurement of Premises

Tenant shall have the right at any time during the Term of this Lease to field-measure and verify the exact footage of the Premises and/or the Building. All measurements shall be taken in accordance with the methods of measuring rentable area as described in the Standard Method for Measuring Floor Area in Office Buildings, ANSI/BOMA Z65.1-2010, as promulgated by the Building Owners and Management Association ("BOMA") International, except that no penthouse mechanical room space shall be included in the measurement. Should this measurement be less than the square footage stated above, then Tenant shall have the right to adjust such square footage by the mutual execution of an amendment to this Lease. Landlord acknowledges the space has been marketed at the above-indicated rental amount and in the event of subsequent physical measurements, Landlord agrees there will be no increase made to the Base Rent if the measured square footage exceeds the amount represented by Landlord.

3. COMMON AREAS

Tenant may use the following areas ("Common Areas") in common with Landlord and any other tenants of the Building: the entrances, lobbies, corridors and other public areas of the Building, walkways, landscaped areas, driveways necessary for access to the Premises, parking areas and other common facilities designated by Landlord from time to time for common use of all tenants of the Building. Landlord shall have the right to make changes to Common Areas, in Landlord's sole discretion, from time to time provided such changes do not unreasonably interfere with Tenant's use of or access to the Premises. 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 commence upon the Commencement Date and terminate on the Termination Date. Within thirty (30) days of determining the Commencement Date, Landlord and Tenant shall acknowledge in writing the Commencement Date by executing a Commencement Date Memorandum and Confirmation of Lease Terms in the form attached hereto as Exhibit B. The term "Tenant's Acceptance of the Premises" as used in this Lease shall mean the date upon which the Tenant Improvements and the Premises are Substantially Complete, Tenant has inspected the Premises, and Tenant has accepted the Tenant Improvements and the Premises in writing. The terms "Substantial Completion" or "Substantially Complete" as used in this Lease shall mean compliance with all of the following:

- (a) The shell and core of the Building are complete and in compliance with all applicable laws and codes, and all of the building systems are operational to the extent necessary to service the Premises;
- (b) Landlord has sufficiently completed all the work required to be performed by Landlord in accordance with this Lease and Landlord's Work Letter (if any), including the installation of modular furniture systems, if so required (except minor punch list items which Landlord shall thereafter promptly complete), such that Tenant can conduct normal business operations from the Premises;
- (c) Landlord has obtained a certificate of occupancy for the Building, or a temporary certificate of occupancy for that portion of the Building that includes all of the Premises, or its equivalent;
- (d) Tenant has been provided with the number of parking privileges and spaces to which it is entitled under this Lease; and
- (e) If Landlord is responsible for the installation of telecommunications systems, then such systems shall be completely operational.

4.2 Termination Right

If the Commencement Date has not occurred within sixty (60) days after the Estimated Commencement Date, subject to Tenant Delays or Force Majeure Delays, as defined in and provided in Landlord's Work Letter executed concurrently herewith and attached hereto as Exhibit I and incorporated herein by reference, then Tenant may thereafter, at any time before the Commencement Date occurs, terminate this Lease effective upon the giving of written notice to Landlord, and the parties shall have no further rights or obligations to one another hereunder.

4.3 Early Entry

Tenant shall be entitled to enter the Premises not less than thirty (30) days prior to the Commencement Date for the purpose of installing Tenant's furniture, fixtures, and equipment in the Premises. Such early entry shall be subject to all provisions

hereof, but shall not advance the Termination Date, and Tenant shall not pay Base Rent nor any other charges for such early entry period.

4.4 Early Termination

Tenant shall have the right to terminate this Lease at any time during the Early Termination period specified in Section 1.1, by giving Landlord not less than three (3) months prior written notice, executed by Tenant's Chief Executive Officer or his/her designee.

4.5 Lease Expiration Notice

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

5. RENT

5.1 Base Rent

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

5.2 Rent Abatement

The Base Rent for the 1st and 2nd months of the initial Term shall be abated.

5.3. **Base Rent Adjustments**

- (a) Base Rent is subject to fixed three percent (3%) annual increases over the previous year's Base Rent as follows:

Months	Rate	Monthly Rent
1 - 12	\$1.85	\$20,050.30
13 - 24	\$1.91	\$20,651.81
25 - 36	\$1.96	\$21,271.36
37 - 48	\$2.02	\$21,909.50
49 - 60	\$2.08	\$22,566.79
61 - 72	\$2.14	\$23,243.79
73 - 84	\$2.21	\$23,941.11
85 - 96	\$2.28	\$24,659.34

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 or occupants in the Building, during Tenant's Hours of Operation, after Tenant's Hours of Operation, and on weekends and holidays.

7. **HOLDOVER**

If Tenant remains in possession of the Premises or any part thereof after the expiration of the term of this Lease, such occupancy shall be a tenancy which is terminable only upon ninety (90) days written notice from Landlord or thirty (30) days written notice from Tenant's Chief Executive Officer or his/her designee at the last monthly Base Rent payable under this Lease, plus any other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease.

Notwithstanding any language to the contrary contained in this Section 7, if the Lease expires, Tenant can remain in the Premises on a holdover basis subject to the same terms and conditions of the Lease, including the same Base Rent of the last month prior to the commencement of the holdover period, for the initial four (4) months of holdover period. Base Rent shall increase to 125% of the Base Rent after the initial four month of the holdover period. In the event Tenant later elects to renew its Lease, then Landlord shall credit Tenant as a credit against Base Rent next due for any "Holdover Fee" paid by Tenant, equaling the amount of monthly base rent paid by Tenant during the Holdover period which exceeds the monthly base rent due as of the expiration of the Lease and the start of a new 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, and in such event Tenant shall be solely responsible for the cost and expense of such compliance limited to within the Premises.

9. DAMAGE OR DESTRUCTION

9.1 Damage

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises may be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days, then Landlord shall promptly, at Landlord's expense, repair such damage, and this Lease shall continue in full force and effect. If all or any portion of the Premises shall be made unusable by fire or other casualty, Landlord shall immediately secure the area to prevent injury to persons and/or vandalism to the improvements. Landlord shall promptly, but in any event within ten (10) days engage an architect or general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required to substantially complete the repair and restoration of the Premises and make the Premises leasable again using standard working methods. The failure to do so shall be a material default hereunder. Base Rent shall abate to the extent that the Premises are unusable by Tenant.

9.2 Tenant Termination Right

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises will not be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days for any reason, then Tenant may terminate this Lease by giving Landlord written notice within ten (10) 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 and Tenant shall continue to pay Base Rent subject to abatement to the extent that the Premises are unusable by Tenant.

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, to Landlord's knowledge, as of the date hereof and on the Commencement Date:
 - i. The Premises, the Building, and all Common Areas (including electrical, ventilating, and air conditioning ("VAC"), 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, are in good working order and condition, and does not have heating;
 - ii. The Building and the Premises comply with all covenants, conditions, restrictions and insurance underwriter's requirements;
 - iii. The Premises, the Building and the Common Areas are free of the presence of Hazardous Materials (as hereinafter defined); and
 - iv. Landlord has not received any notice from any governmental agency that the Building or the Premises are in violation of any law or regulation.
- (b) Landlord represents to Tenant that, to the Landlord's knowledge and 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. In the event asbestos is subsequently found to exist, it shall be the

Landlord's responsibility to remove such asbestos at its sole cost and expense unless such asbestos was introduced by the Tenant, in which case such cost shall be paid by Tenant.

(c) CASp Inspection:

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

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

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

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

The foregoing statement is provided solely for the purpose of complying with California Civil Code Section 1938 and shall not affect the Landlord's and Tenant's respective responsibilities for compliance with any

design and construction related accessibility obligations as provided under this Lease or any Work Letter.

- (d) Landlord agrees to indemnify and hold harmless Tenant from all damages, costs, and expenses, which result from a material breach of Landlord's representations contained in this Section 10.1 except in the case such damages, costs, and expenses arise from or are related to the Tenant's or Tenant's vendors, employees, agents, invitees and visitors use or alteration of the Premises.

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 Building VAC), 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 unless otherwise stated herein, shall also perform all maintenance and repairs to the Premises, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted. Landlord's repair and maintenance obligations include, without limitation, maintenance of, or repairs to, or replacements of:
 - i. spot clean floor covering if it will properly remove/address any soiled conditions;
 - ii. interior partitions;
 - iii. doors, door frames and hardware;
 - iv. spot clean the interior side of demising walls and/or spot clean the walls if it will properly remove/address any soiled conditions ;
 - v. signage, excepting Tenant's personal signage within the Premises;
 - vi. emergency exit signage and battery replacement;
 - vii. VAC equipment dedicated to the mechanical rooms housing Tenants computer servers and related equipment (at Tenant's expense and with Tenant's assigned Chief Executive Office

Property Manager's review and written approval of said costs in advance of any material work to be performed that is not otherwise scheduled repair and maintenance); and

- viii. Light fixtures, bulbs, tubes and ballasts
 - ix. Parking areas (including resurfacing, restriping, landscaping, sweeping, and lighting as applicable).
 - x. 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, on an annual basis at Tenant's sole cost and expense.
- (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 security, maintenance, repairs, water, VAC (excepting heating and including the VAC providing service to Tenant's mechanical/computer server room, with said costs reimbursed to Landlord pursuant to the terms in Section 10.2 (b) vii above), and other services to the Premises and common area to a standard similar to other comparable class office buildings in the Norwalk area sub-market.
- (e) (i) Landlord shall replace floor coverings every seven and one half (7 ½) years, which such cost shall be an additional future Landlord paid tenant improvement expense.
- (ii) Landlord shall paint the walls of the Premises every seven and one half (7 ½) years, which such cost shall be an additional future Landlord paid tenant improvement expense.

10.3 Tenant Obligations

Without limiting Landlords repair and maintenance obligations, and subject to Section 20.4 hereof, Tenant shall be responsible for the cost of (i) repairing any area of the Property damaged by Tenant or by Tenant's agents, employees, invitees or visitors, (ii) the repair of low voltage electronic, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Tenant, (iii) reimbursing the Landlord for cost of repair, maintenance, or replacement of Tenant's VAC serving its computer server room pursuant to the terms in Section 10.2(b) vii above), and (iv) repair, maintenance, or replacement of any Tenant fixtures, furniture and equipment, including telephones, and computers. All repairs and replacements shall:

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

- (c) be in accordance with all applicable laws.

10.4 Tenant's Right to Repair

- (a) If Tenant provides written notice (or oral notice in the event of an emergency, such as damage or destruction to or of any portion of the Building structure and/or the Building systems, and/or anything that could cause material disruption to Tenant's business) to Landlord of an event or circumstance which requires the action of Landlord with respect to repair and/or maintenance, and if Landlord fails to provide such action within a reasonable period of time given the circumstances after the giving of such notice, but in any event not later than five (5) days after the giving of such notice, then Tenant may proceed to take the required action (provided, however, that no such notice shall be required in the event of an emergency which threatens life or where there is imminent danger to property or a possibility that a failure to take immediate action could cause a material disruption in Tenant's normal and customary business activities). Tenant shall have access to the Building to the extent necessary to perform the work contemplated by this provision. If such action was required under the terms of this Lease to have been taken by Landlord and was not taken by Landlord within such period (unless such notice was not required as provided above), and Tenant took such required action, then Tenant shall be entitled to prompt reimbursement by Landlord of Tenant's reasonable costs and expenses in having taken such action plus interest thereon at ten percent (10%) per annum. If not reimbursed by Landlord within ten (10) days after written notice, then Tenant shall be entitled to deduct from Base Rent payable by Tenant under this Lease the amount set forth in its invoice for such work. The remedies provided in this Section are in addition to the remedies provided in Section 15.
- (b) Notwithstanding any provisions of this Lease to the contrary, Tenant, acting through the County's Chief Executive Office, may request that the Landlord perform, supply and administer any 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 (i) the Work Letter provisions regarding selection and bidding of contractors, Landlord-Tenant coordination and audit rights, and Tenant's remedies found in said Work Letter; and (ii) compliance with County Internal Services Department Purchasing Policy and Procedure No. A-0300, effective November 22, 2016, delivered to Landlord and incorporated by reference herein. This Section shall not apply to any Tenant Improvements as defined in Section 24.

11. SERVICES AND UTILITIES

11.1 Services

- (a) **Ventilation and Air Conditioning (VAC)**

Landlord shall furnish ventilation and air conditioning ("VAC"), during Tenant's Hours of Operations in amounts required for the use and occupancy of the Premises for normal office purposes to a standard

comparable to other first-class buildings and not less than the standard set forth in Exhibit C attached hereto. To the extent Tenant requires VAC outside of the times stated in this subparagraph, Tenant shall make a written request to Landlord not less than forty eight (48) hours prior to the desired time and Tenant agrees to reimburse Landlord for the additional VAC services at a rate of Eighty-Five Dollars (\$85) per hour. Tenant shall have the right to install, at Tenant's expense, any VAC required for its computer server rooms as further described in the Landlord's Work Letter. Landlord shall repair and maintain such systems, as directed by Tenant. All costs of repair, maintenance and replacement of such systems shall be Tenant's responsibility.

(b) Electricity

Landlord shall furnish to the Premises the amount of electric current provided for in the Landlord's Work Letter (if applicable) but in any event not less than seven (7) watts of electric current (connected load) per square foot of rentable square feet per day in the Premises, for power and lighting and electric current for VAC, and Landlord shall provide the existing or new transformers or sub-panels for the Premises necessary for Tenant to utilize such capacity in the Premises. The Premises shall be metered or submetered for electricity by a meter installed by Landlord at Landlord's cost and expense. If Landlord elects to furnish non-public utility sourced electrical service to the Premises, Tenant must purchase its requirements thereof from Landlord and Tenant shall be billed monthly for its actual usage at a cost never to exceed 97% of the cost of similar electricity offered directly by the local public utility over the same billing period (local utility per kWh charge for any given month for similar load shall be included on all billing). Tenant shall pay Lessor for the cost of such metered electricity within fifteen (15) business days of billing.

(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 to the Premises warm and cold water for normal and potable water purposes, all of which shall meet applicable government standards.

(e) Janitorial

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

(f) Access

Landlord shall furnish to Tenant's employees and agents access to the Building, Premises and Common Areas on a seven day per week, 24 hour per day basis, subject to compliance with such reasonable security measures as shall from time to time be in effect for the Building. If required, Landlord shall provide the initial access cards or fobs to all Tenant employees for Building entry, elevators, and/or floor access at Landlord's sole cost and expense. Tenant shall pay Landlord Ten Dollars (\$10) for any replacement or additional building access cards or fobs required.

(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 when due, whether reimbursed pursuant to the terms of this Lease or not, 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, and common area power and lighting, trash removal service, fire/life safety systems, charges associated with the VAC, 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; provided, however, in the event of an emergency, Landlord shall be allowed to enter the Premises to perform repairs related to the emergency. 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 (5) 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 assign or otherwise transfer this Lease or sublet the whole or any part of the Premises by providing prior written notice provided (i) the intended use is allowed under the terms of the GSA Lease for FBI and Homeland Security within the Building, and (ii) no such assignment, subletting or other transfer shall relieve Tenant of any liability under this Lease unless Landlord has given its written consent thereto, which Landlord shall not unreasonably withhold if the assignee has a financial condition which is reasonably sufficient for it to be responsible for all future obligations under this Lease.

16.2 Sale

If Landlord sells or conveys the Property, then all liabilities and obligations of Landlord accruing under this Lease after the sale or conveyance shall be binding upon the new owner, and the transferor shall be released from all liability under this Lease accruing subsequent to such sale or conveyance, provided that the transferee assumes Landlord's remaining obligations hereunder in writing. Nothing in this Section 16.2 shall be deemed to release Landlord's successor in

interest from responsibility for any condition (including but not limited to deferred maintenance) existing on the date of transfer.

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

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

Tenant shall not be obligated to pay any rental amounts to any party other than the Landlord named herein until such time as all the requirements of this Section 16.2 are satisfied.

17. ALTERATIONS AND ADDITIONS

17.1 Landlord Consent

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

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

17.2 End of Term

Any Alterations, 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) shall, if Landlord so requests, be removed by Tenant at the end of Term. Any Alterations, 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) not removed by Tenant shall become the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the Term.

18. CONDEMNATION

18.1 Controlling Terms

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

18.2 Total Taking

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

18.3 Partial Taking

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

18.4 Restoration

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

18.5 Award

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

18.6 Waiver of Statute

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

19. INDEMNIFICATION

19.1 Landlord's Indemnity

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

19.2 Tenant's Indemnity

The Tenant shall indemnify, defend and hold harmless the Landlord, from and against any and all liability, loss, injury or damage, including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees) arising from or connected with the Tenant's repair, maintenance and other acts and omissions, negligence or willful misconduct of Tenant, or its contractors, licensees, agents, employees, guests or visitors, or arising from any breach or default under this Lease by Tenant.

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 additional 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 after the 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 or the Premises, and be signed by an authorized representative of the insurer(s). The Tenant shall be named as an additional insured (or its equivalent) for the Premises only. 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 one hundred thousand dollars (\$100,000.00) 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 with respect to Tenant. 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 with respect to the Tenant's use of the Premises as stated in Section 1.1(k) of the Lease, 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 material 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 material change in Required Insurance may, in the reasonable discretion of the Tenant, constitute a Landlord Default under 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 Landlord Default. In lieu of treating the failure as a Landlord Default, the County in its sole discretion 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, with an A.M. Best rating of not less than A:VII.

(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:	\$ 2 million
Personal and Advertising Injury:	\$ 1 million
Each Occurrence:	\$ 1 million
Damage to Premises:	\$ 1 million
Medical Expense Limit:	\$ 10,000

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. Notwithstanding Tenant's right to self-insure, Landlord shall not waive its right to tender third party claims to Tenant caused by Tenant's intentional or negligent acts or omissions or such intentional or negligent acts or omissions of Tenant's contractors, invitees and/or licensees.

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 any tenant improvements and betterments to the Premises that constitute "fixtures" (excludes all other furniture, fixtures, and equipment, including but not limited to the computer server room and any equipment therein); 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 higher than the greater \$250,000 or 5% of the Property value. Insurance proceeds shall be payable to the Landlord and Tenant, as their interests may appear, and be utilized for repair and restoration of the Premises or Landlord's property, as determined by the nature of the loss.

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 for the Term of this Lease. No tandem parking shall be required or allowed except as provided below, and Tenant shall be entitled to full in and out access 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. Tenant shall have the right to increase or decrease the number of reserved and/or unreserved parking subject to availability and 30 days written notice to the Landlord; provided, however, Landlord shall have the right to recapture any increase in parking should such parking be required for other tenancies. Landlord, at its sole expense, shall provide Tenant with at least one (1) parking access card or key fob for each unreserved parking space set forth in Section 1.1, if applicable. If additional access cards or key fobs are later required, lost, stolen, or replaced, Tenant shall pay ten dollars (\$10) per access card or key fob. Tenant may request in writing additional parking (Supplemental Parking), if available at a monthly cost of forty dollars (\$40) per parking space, subject to five percent (5%) increases every five (5) years however, Landlord shall have the right to recapture any Supplemental Parking should such parking be required for other tenancies.

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), following written notice to Landlord and Landlord's ability to cure in a reasonable time, 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) negotiate with Lessor for an equitable reduction in the monthly rent based upon the Fair Market Value of such parking or the loss of such parking if not replaced.

21.3 Alternative Parking.

Notwithstanding the above, if during the Term (as it may be extended), Landlord is unable to provide all or any portion of the parking required under Lease, Landlord may, but is not required to, provide valet parking or such alternative parking that Lessor may reasonably believe will satisfy Tenant's parking needs or provide additional parking at an off-site location nor more than a three-minute drive from the Premises. In the event Landlord provides off-site parking Landlord shall provide a shuttle service from the off-site parking location to the Premises. Provided Landlord offers Tenant alternative parking pursuant to this paragraph, Landlord shall not be deemed in default of the Lease and the remedies as set forth in Paragraph 21.2 shall not be applicable. Landlord may also, offer stacked parking to satisfy Tenant's parking only if Landlord also provides valet parking at Landlord's sole cost and expense.

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 thirty (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

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

25. LIENS

Tenant shall keep its interest in this Lease and the Premises free from any liens arising out of any work performed or materials ordered, or obligations incurred by Tenant. Landlord shall keep its interest in this Lease and the Premises free from any liens which would impair the interest of Tenant hereunder 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 sixty (60) 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 (10) 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, ordinary wear and tear, damage by earthquake, fire or the elements and other disaster or casualty excepted. Tenant and Landlord agree, Landlord may require Tenant to remove, at its own expense, during or at the expiration or other termination of the term of this Lease, or any termination of any extension or holdover period thereof, as the case may be, all furniture, 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

28.1 Directory Signage

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

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 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. Notwithstanding the foregoing, in the event a broker, finder or other person is involved in the negotiations of this Lease, such representation shall be documented in a separate agreement and Landlord and Tenant each agree to equally split any such fee or brokerage commission in connection with the leasing to the County of Los Angeles and this Lease.

30.4 Entire Agreement

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

30.5 Severability

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

30.6 Notices

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

(whether accepted or refused), which, for certified mail and courier service, shall be established by U.S. Post Office return receipt or the courier's proof of delivery, respectively.

30.7 Governing Law and Venue

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

30.8 Waivers

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

30.9 Time of Essence

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

30.10 Consent

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

30.11 Community Business Enterprises

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

30.12 Memorandum of Lease

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

30.13 Counterparts; Electronic Signatures

This Lease and any other document necessary for the consummation of the transaction contemplated by this Lease may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed

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

31. AUTHORITY

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

32. ACKNOWLEDGEMENT BY LANDLORD

Landlord acknowledges that it is aware of the following provisions:

32.1 Consideration of GAIN Program Participants

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

32.2 Solicitation of Consideration

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

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

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

32.3 Landlord Assignment

- (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) Except to an existing or future mortgagor or lender, 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. INTENTIONALLY OMITTED

35. COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL

- 35.1. 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").
- 35.2. 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") or Centers for Disease Control and Protection ("CDC").

- 35.3. 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.
- 35.4. 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.
- 35.5. 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:

SONNENBLICK DEL RIO NORWALK LLC,
a Delaware limited liability company

By: 

Name: Nelson Del Rio

Its: CO-Manager

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT
Chief Executive Officer

By: _____

John T. Cooke

Assistant Chief Executive Officer

ATTEST:

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

By: _____

Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
Interim County Counsel

By: _____

Senior Deputy

EXHIBIT A

FLOOR PLAN OF PREMISES

Suite 116

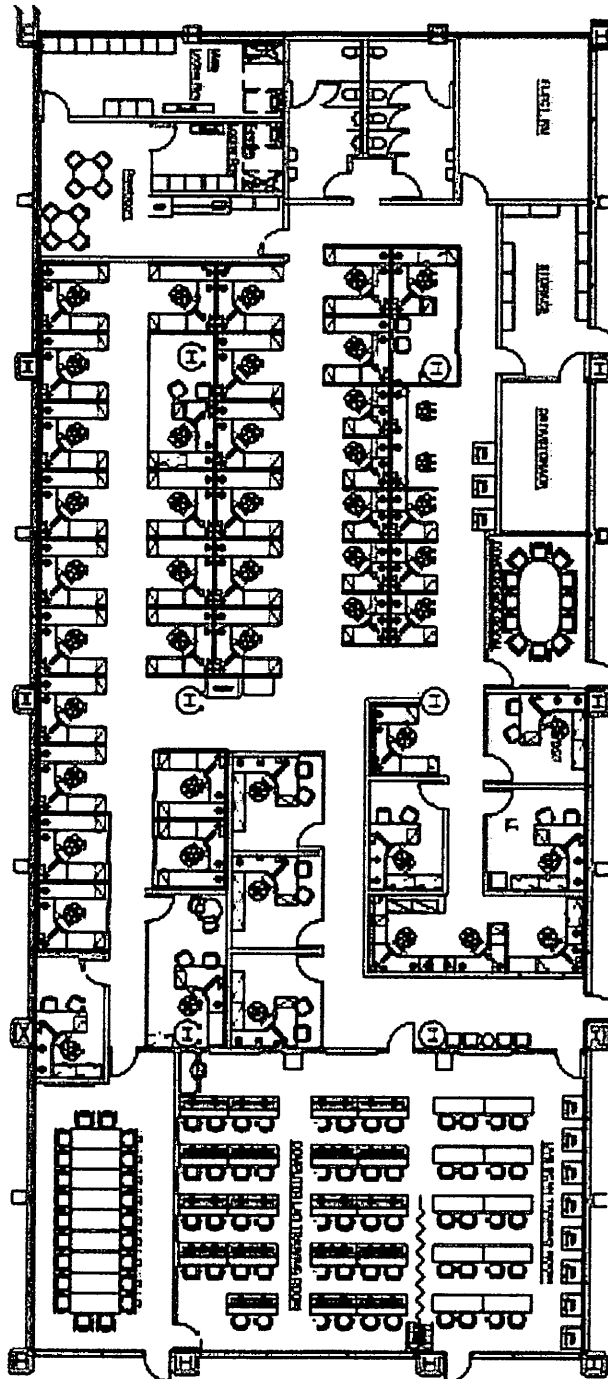


EXHIBIT B

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 Sonnenblick Del Rio Norwalk LLC, a Delaware limited liability company ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the building located at 12440 Imperial Highway, Suites 116, Norwalk, CA 90650, Landlord and Tenant hereby acknowledge as follow:

- 1) Landlord delivered possession of the Premises to Tenant in a Substantially Complete condition on _____ ("Possession Date");
- 2) Tenant has accepted possession of the Premises and now occupies the same;
- 3) The Lease commenced on _____ ("Commencement Date");
- 4) The Premises contain 10,838 rentable square feet of space
- 5) Base Rent per month is \$20,050.30.
- 6) Parking Rent per month is \$__N/A_____
- 7) Rent Abatement

The Base Rent for the 1st and 2nd months of the initial Term shall be abated.

8). Base Rent Adjustments

- (a) Base Rent is subject to fixed three percent (3%) annual increases over the previous year's Base Rent as follows:

Months	Rate	Monthly Rent
1 - 12	\$1.85	\$20,050.30
13 - 24	\$1.91	\$20,651.81
25 - 36	\$1.96	\$21,271.36
37 - 48	\$2.02	\$21,909.50
49 - 60	\$2.08	\$22,566.79
61 - 72	\$2.14	\$23,243.79
73 - 84	\$2.21	\$23,941.11
85 - 96	\$2.28	\$24,659.34

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

Tenant:

Landlord:

COUNTY OF LOS ANGELES,
a body corporate and politic

SONNENBLICK DEL RIO NORWALK LLC,
a Delaware limited liability company

By: _____
Name _____
Its _____

By: _____
Name _____
Its _____

EXHIBIT C

VENTILATION AND AIR CONDITIONING IN OTHER THAN DATA AND SERVER ROOMS

Landlord shall supply cooling and ventilating 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. Interior space is designated at a rate of one zone for approximately each 1,000 square feet (+/- 200-sq.ft. to allow for marginal situations) and one diffuser for each 200 square feet (+/- 50-sq.ft. to allow for marginal situations) of usable/net square footage within the Premises (distribution within the Premises shall be considered a Tenant Improvement and be paid for from funds available for Tenant Improvements). 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, if applicable.

B. WEEKLY

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

C. MONTHLY

16. Floors washed and waxed in uncarpeted office area.
17. High-reach areas, door frames and tops of partitions dusted.
18. Picture moldings and frames dusted.
19. Carpet professionally spot cleaned as required to remove stains.

20. VAC chiller water checked for bacteria, water conditioned as necessary, if applicable.

D. QUARTERLY

21. Light fixtures cleaned and dusted.
22. Wood furniture polished.
23. Draperies or mini-blinds cleaned as required, but not less frequently than quarterly.
24. Upholstered furniture vacuumed, plastic and leather furniture wiped.
25. Wall vents and ceiling vents vacuumed.

E. SEMI-ANNUALLY

26. Exterior windows washed as required inside and outside but not less frequently than twice annually.
27. All painted wall and door surfaces washed and stains removed.
28. All walls treated with vinyl covering washed and stains removed.

F. ANNUALLY

29. Carpets cleaned and spot cleaned as needed. Landlord shall not use bonnet cleaning on carpets.
30. 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.
31. Bathroom and any other ceramic tile surfaces professionally cleaned. All grout and porous surfaces resealed with a professional grade sealant, as needed.
32. Touch-up paint interior painted surfaces in a color and finish to match existing, as needed.
33. Server room VAC units serviced for preventative maintenance purposes and other service as required and filters as needed
34. Interior windows washed as required inside and outside

G. AS NEEDED

35. 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.

36. 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.
37. Interior and exterior pest control inspections and remediation, as needed.
38. All VAC ducts cleaned as needed.

H. GENERAL

39. Landlord shall, upon request of Tenant, produce written service contracts or services orders, as appropriate, 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: _____		
Provide the number of all minority employees and women in each category.				Owners, Partners and Associate Partners		Managers
	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.: _____			MINORITY/WOMEN-OWNED FIRM CERTIFICATION			
Provide the percentage of ownership in each	All Employee	Women	Is your firm currently certified as a minority owned business firm by the:			
Black/African American			State of California? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Hispanic/Latin American			City of Los Angeles? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Asian American			Federal Government? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Portuguese American			Section D. OPTION TO PROVIDE REQUESTED INFORMATION			
American Indian/Alaskan Native			<input type="checkbox"/> We do not wish to provide the information required in this form.			

All Others			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 Cooke.
Senior Manager, Property Division

ATTEST:

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

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
Interim County Counsel

By: _____
Senior Deputy

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

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

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.

WITNESS my hand and official seal.

Exhibit H
MEMORANDUM OF LEASE

EXHIBIT I
LANDLORD'S WORK LETTER

LANDLORD'S WORK LETTER

For

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

**COUNTY OF LOS ANGELES, as Tenant
SONNENBLICK DEL RIO NORWALK LLC, as Landlord**

**12440 IMPERIAL HIGHWAY, SUITE 116
NORWALK, CALIFORNIA 90650**

LANDLORD'S WORK LETTER

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

The parties hereby agree as follows:

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

- | | |
|---|--|
| (a) <u>Total TI Costs Allowance</u> | \$1,896,650 (i.e., \$175 per rentable square foot of the Premises) |
| (i) <u>Landlord's TI Allowance</u> | \$270,950 (i.e., \$25.00 per rentable square foot of the Premises) |
| (ii) <u>Tenant's TI Contribution</u> | \$1,625,700 (i.e., \$150.00 per rentable square foot of the Premises) |
| (b) <u>TI Amortization Rate and Change Authorization Amortization Rate:</u> | Not applicable |
| (c) <u>Tenant's Work Letter Representative</u> | An assigned staff person of the Chief Executive Office-Real Estate Division |
| (d) <u>Landlord's Work Letter Representative</u> | Mr. Robert Sonnenblick, Mr. Nelson Del Rio, or an assigned staff person of the Landlord |
| (e) <u>Landlord's Address for Work Letter Notices</u> | 12440 E Imperial Highway
Suite 100
Norwalk, CA 90650
Email: bob@sonndev.com,
nelson.delrio@icloud.com |
| (f) <u>Tenant's Address for Work Letter Notices</u> | County of Los Angeles
Chief Executive Office - Real Estate Division
320 West Temple Street, 7th Floor
Los Angeles, CA 90012
Attention: Director of Real Estate |

(g) Addenda

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

2. Construction of the Building

2.1 Base Building Improvements. Landlord has constructed or shall construct the base building improvements described on Addendum A hereto (the "Base Building Improvements") as a part of the Building. If the Base Building Improvements must be changed or added to in order to accommodate the special needs of Tenant in the Premises that are not commercially standard requirements for like buildings or described in Addendum A, such changes or additions shall be considered Tenant Improvements (as defined below) and part of Tenant's Total TI Costs (as defined below) unless such changes or additions are specifically described in Addendum B hereto.

2.2 Additional Costs Not Total TI Costs.

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

(b) Landlord must identify all noncompliant code related items utilizing an independent third-party expert at Landlord's sole cost and expense. Any work that Landlord must undertake to cause the Premises to comply with the access requirements of the ADA or to make existing building systems supplying services to the Premises, including but not limited to electrical service and VAC equipment, fully operational shall be at Landlord's sole cost and expense. Total TI Costs shall not include any costs associated with (i) asbestos abatement or compliance with the Hazardous Materials provision of the Lease, including all expenses associated with curing any "Sick Building Syndromes", (ii) fire sprinkler system installation or upgrade, (iii) conversion of air conditioning systems to eliminate use of CFC refrigerants that are harmful to the atmosphere, (iv) utility costs incurred during construction, (v) costs incurred in order to cause the Premises to comply with any mechanical or electrical requirements set forth in the Lease, nor (v) supervision or overhead costs of Landlord.

(c) Landlord shall be solely responsible for all costs and expenses necessary to increase and / or maintain permitted structural floor loading in order to accommodate Tenant's libraries, file rooms, unusual live loads and other such uses, provided such required floor loading is standard for commercial space generally. Any changes to the structural floor loading that are required to accommodate loads above that required in standard commercial space will be included in TI Total Costs.

(d) Upon Substantial Completion, Landlord, at its sole cost and expense, shall field-measure and verify the exact footage of the Premises and deliver said measurement to Tenant. Should this measurement be less than the square footage stated above, then Tenant

shall have the right to adjust such square footage and reduce the Base Rent in Section 1.1 of the Lease accomplished by the mutual execution of an amendment to the Lease. Landlord acknowledges the space has been marketed at the Lease indicated rental amount and in the event of subsequent physical measurements, Landlord agrees there will be no increase made to the Base Rent if the measured square footage exceeds the amount represented by Landlord. All measurements shall be taken in accordance with the methods of measuring rentable area as described in the Standard Method for Measuring Floor Area in Office Buildings, ANSI/BOMA Z65.1-2010, as promulgated by the Building Owners and Management Association ("BOMA") International, except that no penthouse mechanical room space shall be included in the measurement.

2.3 Base Building Plans. Landlord will use its best efforts to deliver to Tenant complete and accurate "as built" plans and specifications for the Building in an AutoCAD 2015 (or later version) and Adobe PDF electronic format via USB flash drive and set-up of a web-based download link. If Tenant incurs additional costs because such plans and specifications are incomplete, inaccurate, or unavailable then any delay caused thereby shall not be a Tenant Delay (as defined below), but shall be deemed to be a delay caused by Landlord, and Landlord shall pay for any increased costs caused by such delay. If Landlord does not have the "as built" plans and specifications available as specified above, Landlord will deliver to Tenant that material required pursuant to Section 2.4 below.

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

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

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

5. Preparation of Plans and Specifications and Construction Schedule

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

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

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

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

5.5 **Tenant's Plan Review and Acceptance.** Tenant shall accept or reject the Working Drawings, the Engineering Drawings and the Final Plans within twenty-one (21) calendar days

after Tenant receives the applicable plans and drawings from Landlord. If Tenant rejects any such plans or drawings, then Tenant shall notify Landlord thereof, specifying in detail the reason for such rejection, in which case Landlord shall revise the applicable plans or drawings and deliver revised plans or drawings to Tenant within fourteen (14) calendar days after receipt of Tenant's rejection notice. This procedure shall be repeated until the applicable plans are accepted by Tenant. If, after such procedure, the parties cannot agree on the Working Drawings, the Engineering Drawings or the Final Plans, then Tenant may elect to terminate the Lease and this Work Letter by delivering a written termination notice to Landlord, and the parties shall have no further obligations under the Lease and the Work Letter. Tenant's acceptance of the Working Drawings, Engineering Drawings and/or the Final Plans shall not be deemed to be a representation by Tenant as to the Building code adequacy or correctness of the design of the Tenant Improvements, which shall be Landlord's sole responsibility.

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

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

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

6.1 Cost Summary. Within seven (7) calendar days after the Plan Submission Date, Landlord shall submit to Tenant a preliminary cost summary for the Tenant Improvements in a format similar to Addendum C attached hereto (the "Preliminary TI Cost Summary"), which must not exceed the sum of Landlord's TI Allowance and Tenant's TI Contribution. The Preliminary TI Cost Summary shall be revised into final form within ten (10) days after the date that the Contractor is selected and will be referred to herein as the "Final TI Cost Summary". Tenant shall

have fourteen (14) calendar days after the date of receipt of the Final TI Cost Summary to accept or reject the Final TI Cost Summary, including but not limited to any Contractor overhead, profit and/or general conditions costs included therein; provided, however, that any proposed increase to Tenant's TI Contribution shown on the Final TI Cost Summary shall not be effective unless approved in a separate written agreement executed by Landlord and Tenant. Tenant's failure to accept or reject the Final TI Cost Summary in writing within such period shall be deemed to be rejected. Construction of the Tenant Improvements shall not begin until Tenant accepts the Final TI Cost Summary in writing. If Tenant rejects the Final TI Cost Summary due to matters related to cost and the Final TI Cost Summary is ten percent (10%) or more higher in cost than projected in the Preliminary TI Cost Summary, then, at Tenant's request, Landlord shall cause the Architect and the Engineer to redesign the Tenant Improvements, to comply with the Preliminary TI Cost Summary, and any delay caused by the necessity to rebid or redesign the Tenant Improvements shall not be considered a Tenant Delay. If Tenant rejects the Preliminary TI Cost Summary or the Final TI Cost Summary, the parties shall promptly confer to resolve all issues relating thereto. If after such consultation, the parties cannot agree on the Preliminary TI Cost Summary or the Final TI Cost Summary, then Tenant may elect to terminate the Lease and this Work Letter by delivering written termination notice to Landlord and the parties shall have no further obligations under the Lease or this Work Letter.

6.2 Landlord's TI Allowance and Tenant's TI Contribution. All improvements required by the Final Plans, as further described in Addendum B hereto, and any and all modular furniture described in the Modular Specifications (as defined below) shall be referred to herein collectively, as "Tenant Improvements" or "TI." Costs of Tenant Improvements shall include costs for furniture, signage, soft costs, and any other costs approved in writing by Tenant (collectively "Total TI Costs"), all of which must not exceed the sum of Landlord's TI Allowance and Tenant's TI Contribution, and the cost of any Change Authorizations (as defined below) that are approved in writing by both parties. Landlord shall be solely responsible for any delay or increased cost in completing the Tenant Improvements except as otherwise provided in Section 13 or elsewhere in this Lease. Except as otherwise provided herein, all Total TI Costs shall be paid by Landlord and deducted from Landlord's TI Allowance. If the Total TI Costs exceed Landlord's TI Allowance, then Tenant may authorize Landlord to pay the overage in an amount not exceeding Tenant's TI Contribution. Thereafter, Tenant shall pay such overage to Landlord as provided in Section 6.3 below.

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

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

7. Construction of Tenant Improvements

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

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

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

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

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

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

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

(c) Warranties. Landlord warrants that the Tenant Improvements shall be free from any defects in workmanship and materials for a period of not less than one (1) year from the date of Substantial Completion (as defined in the Lease). In the event longer warranty terms are provided by vendors and contractors selected by the Tenant, the warranty provided to the Tenant shall be equal such extended period. Landlord shall require each contractor and subcontractor to provide warranties of like duration in all construction contracts relating to the Tenant Improvements and, upon Tenant's request, Landlord shall assign to Tenant any such warranties relating to the Tenant Improvements. Patent defects in the Tenant Improvements shall be brought to Landlord's attention promptly. Latent or hidden defects in the Tenant Improvements shall be brought to Landlord's attention promptly upon Tenant's becoming aware of such defects. Landlord, shall cause its contractors and 'subcontractors to promptly cause such defects to be

repaired following receipt of notice thereof, and Tenant shall have the same rights with respect thereto as set forth herein for all other punch-list items.

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

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

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

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

completed, with the cost thereof to be deducted from the amount payable by Tenant with respect to such Tenant Improvement work yet to be completed.

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

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

9. Furniture System

9.1 Tenant shall deliver to Landlord within fourteen (14) calendar days after the date of full execution of this Work Letter, modular furniture plans and specifications (the "Modular Specifications"). Based on the Modular Specifications, as part of the Total TI Costs, Landlord and /or Landlord's architect shall prepare a modular furniture specifications bid package for submission to no less than three (3) furniture vendors. The bid package shall be broken down into separate line items for material, delivery, and sales tax, and each furniture item shall be broken down by unit price, quantities, description and specification. Prior to submission for bids, Landlord shall review the bid package with Tenant, and Tenant shall have the right to accept or reject the bid package. Landlord shall order the modular furniture set forth in the Modular Specifications and cause the same to be installed within the Premises, all of which shall be a Total TI Cost, payable by Landlord and/or Tenant as provided in Section 6.2 and Section 6.3 hereof. Tenant's acceptance of any bid package shall be deemed to be a representation by Tenant as to the adequacy or correctness of any specifications contained therein.

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

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

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

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

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

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

provisions in all subcontracts which allow Tenant to audit the subcontractors' books and records with respect to the Tenant Improvements.

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

12. Delay

12.1 Tenant Delays and Force Majeure Delays. Except as set forth in this Section 13, Tenant shall not be charged as a result of any delay in the construction of Tenant Improvements. Subject to the provisions of Section 13.2, the Estimated Commencement Date set forth in the Lease shall be extended one (1) day for each day that: (a) Tenant fails or refuses to give authorizations or approvals within the time periods required herein, but only to the extent such delays delay the commencement or completion of construction of the Tenant Improvements (referred to herein as "Tenant Delay(s)"); or (b) Substantial Completion of the Tenant Improvements is delayed by lightning, earthquake, fire, storm, tornado, flood, washout, explosion, strike, lockout, labor disturbance, civil disturbance, riot, war, act of a public enemy, sabotage, restrictive governmental laws or regulations, declarations, quarantines or containments, pandemics, epidemics and governmental regulations imposed in connection therewith, breaches of cybersecurity, inability to procure materials not related to the price thereof, or delays in processing approvals by a governmental body or other similar causes beyond the reasonable control of Landlord (referred to herein as "Force Majeure Delay(s)").

12.2 Limitations.

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

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

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

did not occur during the same period, then the Estimated Commencement Date would be extended by twenty (20) calendar days.

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

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

13. Tenant Remedies. If Landlord fails to obtain the building permit to construct the Tenant Improvements within a reasonable time following completion of construction drawings, taking all factors into consideration, or if the Tenant Improvements have not been completed within six (6) months after the Estimated Commencement Date, then Tenant may, at its option:

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

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

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

(b) Base Rent shall be reduced by Landlord's TI Allowance used by County for constructing the Tenant Improvements and Tenant's total construction management expense for constructing the Tenant Improvements, not to exceed five percent (5%) of the TI Cost. The rent reduction schedule shall be as mutually agreed to between the parties or, if no such agreement is made, Tenant's Total Expense shall be fully amortized in equal monthly amounts over five (5) years and deducted from the Base Rent payable under the Lease.

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

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

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

15. Elevator Usage During Move-In In the event that the use of the freight elevators and/or hoists is not sufficient to meet Tenant's requirements during the early entry period set forth in Section 4.3 of the Lease, (a) Landlord shall cause to be made operational a temporary construction elevator and hoist, or (b) Tenant shall have priority usage of two (2) passenger elevators in the elevator bank that services the Premises in order to assist Tenant in the installation of Tenant's fixtures, furniture and equipment. Any elevator usage provided under this Section 15 shall be at no cost to Tenant.

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


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

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

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

LANDLORD:

SONNENBLICK DEL RIO NORWALK LLC,
a Delaware limited liability company

By: 
Name: Nelson Del Rio
Title: CO-Manager
Date Signed: 12/1/2022

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT
Chief Executive Officer

By: _____
John T. Cooke
Assistant Chief Executive Officer

Date Signed: _____

ADDENDUM A To Landlord's Work Letter

BASE BUILDING IMPROVEMENTS

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

- (a) the Building shell and exterior, including perimeter window systems and mullions in good condition. If building has not been constructed or is still under construction, no tenant improvements work shall commence until building has been signed off by the City having jurisdiction and Certificate of Occupancy has been received.
- (b) Must also include including mechanical, electrical, sprinkler, plumbing, Fire life safety, air conditioning, ventilation and structural systems within the Building core, stubbed out to the face of the core wall at locations determined by Landlord;
- (c) toilet rooms per applicable code, including necessary plumbing fixtures, ceramic tile floors, accessories, ceilings and lighting, with running hot and cold water;
- (d) Appropriate covering of the exposed side of all exposed core walls, core and perimeter columns and the interior exposed side of all exterior building wall areas except at and under windows. Also included:
- (e) public stairways;
- (f) passenger and freight elevators;
- (g) parking facilities;
- (h) ground floor lobby;
- (i) finished elevator lobbies (with carpet, lights, finished walls and ceiling);
- (j) exterior plazas and landscaping;
- (k) loading dock and/or area;
- (l) at least one (1) water bottle filling drinking fountain available in the Building on the floor of the Premises;
- (m) electrical/telephone closet with not less than seven (7) watts per square foot of rentable area of normal power in the floor electrical closet;
- (n) conduit access sufficient for Tenant's electrical wiring (no additional improvement to increase conduit access will be furnished by Landlord unless there is not sufficient riser space as required for a 1.5" diameter signal cable from the Building main telecommunication vault to the telephone closets on floors 1, in which case Landlord, at no cost to Tenant and without deduction from Landlord's TI Allowance, shall cause such riser space to be made available to Tenant, and provided further that Tenant shall be responsible for the cost for removing the riser floor seal at each floor and the patching of each seal after installation of Tenant's cable);
- (o) two (2) 208/120 and one (1) 480/277 Volt (VAC) panels connected to the Building power system;

- (p) mechanical equipment room with ducted mechanical exhaust system;
- (q) concrete floors with troweled finish ready for tenants floor finish, level to specified tolerances and designed to support a minimum live load of fifty (50) pounds per square foot and a partition load of twenty (20) pounds per square foot;
- (r) standard window coverings;
- (s) primary VAC duct for cooling to loop from the mechanical equipment room around the building core;
- (t) cold air loops located within the Premises;
- (u) primary fire sprinkler distribution, including secondary piping and sprinkler heads as required for the unoccupied Premises;
- (v) primary fire-life safety enunciation system "backbone" and panels suitable for Tenant's secondary distribution;
- (w) access at panels in the service core for distribution of Building requirements electrical power (initially 120/208 V for power and 277V for fluorescent lighting) up to the limits permitted under applicable law at the time the Building receives the initial temporary certificate of occupancy for the Building; and
- (x) Appropriate coverings on the service core walls, columns and sills in the Premises.
- (y) Demolition and removal of any existing improvements (partitions, existing demising walls, flooring, ceilings, etc.) or equipment situated within the Premises, unless the Final Plans show that such improvements and/or equipment will remain in the Premises.
- (z) Create full height demising walls, separate out mechanical, electrical, and/or plumbing as required to provide basic service to the Premises.
- (aa) Modernize and provide access to the restrooms located directly adjacent to the Premises.

ADDENDUM B To Landlord's Work Letter

TENANT IMPROVEMENTS

Tenant improvements shall include:

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

ADDENDUM C To Landlord's Work Letter

PRELIMINARY AND FINAL TI COST SUMMARY

☐ Preliminary TI Cost Summary

☐ Final TI Cost Summary

Lease No. _____

Address _____

Cost Category

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

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	1/04/2023			
BOARD MEETING DATE	1/24/2023			
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input checked="" type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th			
DEPARTMENT(S)	Probation Department			
SUBJECT	Seven-year lease renewal for 12,928 square feet of office space and 65 on-site parking spaces at 1299 East Artesia Boulevard, Carson, CA 90745			
PROGRAM	Post-Release Supervised Persons (PSP) AB 109			
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	Lease has been on month-to-month holdover since May 31, 2021, with no penalty.			
COST & FUNDING	<table border="1"> <tr> <td>Total cost: \$2,962,000.00</td> <td>Funding source: Rental costs are 100% funded by a block grant from the State of California AB 109 program with no impact on net county cost.</td> </tr> </table> <p>TERMS (if applicable): The proposed lease will have an annual cost of \$388,570 for the first year, wherein the landlord will be responsible for all operating expenses, including utilities, janitorial, repair and maintenance to the building. The landlord is contributing turnkey repairs or upgrades for paint, lighting, ceiling tiles, flooring as needed and HVAC system servicing.</p> <p>Explanation: Sufficient funding to cover the proposed rent for the first year of the proposed lease term is included in the Fiscal Year (FY) 2022-23 Rent Expense budget and will be billed back to Probation. Probation 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 will be part of the budget for the Probation Department.</p>		Total cost: \$2,962,000.00	Funding source: Rental costs are 100% funded by a block grant from the State of California AB 109 program with no impact on net county cost.
Total cost: \$2,962,000.00	Funding source: Rental costs are 100% funded by a block grant from the State of California AB 109 program with no impact on net county cost.			
PURPOSE OF REQUEST	Approval of the recommended actions will authorize and provide continued use of office space for the Probation Department.			
BACKGROUND (include internal/external issues that may exist including any related motions)	The County has leased the subject location since June 1, 2014. The facility adequately meets the office space needs of Probation. The holdover is subject to landlord's consent without a holdover fee and they may elect to terminate the County's tenancy with 90 days' notice. This lease was one of the 12 AB109 leases previously discussed with the Operations Cluster deputies, and was granted approval to proceed.			
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	Michael Navarro CEO- Real Estate Division 213-974-4364 Mnavarro@ceo.lacounty.gov			



COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, CA 90012
(213) 974-1101 ceo.lacounty.gov

CHIEF EXECUTIVE OFFICER

Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

January 24, 2023

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:

**SEVEN-YEAR LEASE
PROBATION DEPARTMENT
1299 EAST ARTESIA BOULEVARD, CARSON
(SECOND DISTRICT) (3 VOTES)**

SUBJECT

Approval of a proposed seven-year lease to renew an existing lease to provide the Probation Department (Probation) continued use of 12,928 square feet of office space and 65 on-site parking spaces for the Post-Release Supervised Persons (PSP) Assembly Bill (AB) 109 program.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed lease is exempt from the California Environmental Quality Act (CEQA), for the reasons stated in this Board letter and in the record of the project.
2. Authorize the Chief Executive Officer, or her designee, to execute the proposed lease with S&S Entities, LLC, a California limited liability company (Landlord), for approximately 12,928 square feet of office space and 65 on-site parking spaces located at 1299 East Artesia Boulevard, Carson, 90745 (Premises) to be occupied by Probation. The estimated maximum first year base rental cost, including parking, is \$388,570. The estimated total lease cost is \$2,962,000 over the seven-year term. The rental costs will be funded 100 percent by a block grant from the State of California AB 109 program and there will be no impact on net county cost.

3. Authorize and direct the Chief Executive Officer, or her designee, to execute any other ancillary documentation necessary to effectuate the proposed lease, and to take actions necessary and appropriate to implement the proposed lease, including, without limitation, exercising an early termination right after the 60th month and one option to renew for an additional period of five years, upon further Board approval.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The County has leased the Premises at 1299 East Artesia Boulevard Carson since June 1, 2014, for use by Probation. The existing lease expired on May 31, 2021 and is currently on a month-to-month holdover basis, with no additional holdover fee charged by the Landlord. Probation has requested that this lease be renewed so that it may continue to provide services to their clients at this location. The lease has remained in holdover while the terms of the proposed lease renewal have been in negotiation.

Probation operates their PSP AB 109 program at this facility for the southern region of Los Angeles County. The facility houses 55 staff and provides direct, in-person services to clients after their release by the State of California. Services provided include orientation, assessment, and supervision of post-released persons. The program works in conjunction with the Departments of Mental Health, Public Social Services, and Public Health, in providing direct services to PSPs. Approximately 100 PSPs visit the facility for services on a daily basis.

Probation would like to remain in the current facility due to the high cost of relocating, and the lack of suitable space alternatives in their service area. The proposed lease meets Probation's space requirements, including over-standard parking, which the Landlord has agreed to provide. The location is adjacent to the 91 freeway and is also served by public transportation routes.

PSP AB 109 is a direct-service program and supervision of clients will occur in the office and in the field, as appropriate. Approximately 50 percent of the work can be conducted remotely, however, interactions with the clients are direct in-person meetings. Staff alternate their onsite office workdays. All staff at this location require access to sensitive and confidential documents and data which cannot be accessed remotely. This program provides services via a Law Enforcement Hotline utilizing a warrant printer, which utilizes a dedicated computer and continuous feed printer connected to the Justice Data Interface Controller computer system.

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

Implementation of Strategic Plan Goals

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

The proposed lease is also consistent with the Strategic Asset Management Plan Goal 2 -Strengthen connection between service priorities and asset decisions and Key Objective 4 - Guide Strategic Decision-Making.

The proposed lease supports the above goals and objective by renewing the use of an existing facility and allowing Probation to continue providing services from a facility that adequately meets its space and parking requirements and is centrally located within their service area.

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

FISCAL IMPACT/FINANCING

The estimated maximum first year rental cost is \$388,570, including parking costs. The aggregate cost associated with the proposed lease over the entire term is \$2,962,000, as shown on Enclosure B-1. The rental costs will be funded 100 percent by a block grant from the State of California AB 109 program, and there will be no impact on net county cost.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

- Upon commencement of the proposed lease, the annual base rental rate will decrease from \$30.16 per square foot, per year (as of June 2022) to \$28.20 per square foot, per year. Base rent is subject to fixed annual increases of 3 percent per annum.
- 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 proposed lease provides a combined total of 65 parking spaces to the program, which is 7 spaces less than the existing lease. However, the number of overnight parking spaces will increase from 27 spaces to 40 spaces and the number of regular parking spaces will decrease from 45 spaces to 25 spaces. The current overnight annual parking rate will increase from \$360 per parking space (\$30 per space monthly) to \$600 per parking space (\$50 per space monthly). The increase in parking rate is attributed to Probation being allotted a high number of parking spaces that exceed the parking ratio for the building, and they are the only tenant requiring overnight parking. The overnight gated parking is utilized for the storage of AB 109's County-owned vehicles. The building offers 2.08 parking spaces per 1,000 rentable square feet, however, Probation is being allocated 5.02 spaces per 1,000 rentable square feet.

- A comparison of the existing lease and the option terms is shown on Enclosure B-2.
- A seven-year initial term with an option to extend the lease for an additional five years with 180 days' notice, at 90 percent of market rental value. If all options are exercised, the total term of the proposed lease would be 12 years.
- The County has the right to terminate the proposed lease early any time after 60 months, with 90 days' notice.
- Holdover at the proposed lease expiration is permitted subject to the same terms and conditions of the lease with no additional holdover fee charged by the Landlord.
- The proposed lease will be effective upon the first day of the first calendar month following approval by the Board and full execution of the proposed lease.
- The County has the Right of First Offer for any available contiguous space in the building.
- Landlord, at its sole cost and expense, shall be responsible for completing any deferred maintenance to the Premises, which includes patch and paint, the replacement of any damaged or deficient light bulbs, fixtures, ceiling tiles, and flooring, as required. Landlord will also provide a third-party evaluation of the heating, ventilation, and air-conditioning system servicing the Premises, and subsequently make any recommended repairs.
- 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 which includes but is not limited to the following: furnish and install the required Americans with Disabilities (ADA) signage from the public right of way, repair main building door and hardware to meet ADA requirements or Landlord shall be responsible to keep the main building door open at all times during tenant's hours of operation, and repair the entry doors to the men's and women's restroom located in the courtyard at the building to be in compliance with ADA requirements

The Chief Executive Office (CEO) issued a flyer soliciting proposals for available space from landlords, brokers, and other owner representatives, for this space need, through the Executive Office posting website and Real Estate's County website. There were no responses received which were suitable for Probation's needs due to the over-standard parking requirement, geographical search constraints, and use concerns by many Landlords. The CEO conducted a market search of available office space for lease but was unable to identify any sites that could accommodate this requirement more economically. Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$26.40 and \$30.00 per square foot, per year. The base annual rental rate of \$28.20 per square foot, per year, for the proposed lease represents a rate that is within the market range for the area, especially given the unique parking needs of Probation. Further, relocation to a new building would require costly new tenant improvements and disrupt services. We recommend the proposed facility as the most suitable

to meet the County's space requirements.

Probation provides services to approximately 100 probationers on-site per day and co-working office space is not appropriate for this program.

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 Carson has been sent in accordance with Government Code section 25351.

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

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

CONCLUSION

It is requested that the Executive Office of the Board, return one certified copy of the Minute Order and an adopted stamped copy of this Board letter to the CEO, Real Estate Division at 320 West Temple Street, 7th Floor, Los Angeles, CA 90012, for further processing.

Respectfully submitted,

FESIA A. DAVENPORT
Chief Executive Officer

FAD:JMN:JTC
JLC:MN:FC:gb

Enclosures

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

**PROBATION DEPARTMENT
1299 EAST ARTESIA BOULEVARD**

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? Approximately 235 sq.ft per person based on 55 staff due to program need for private interview rooms.		X		
	E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? 5.02/1000		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?			X	
	F	Is Building Description Report attached as Enclosure C?	X			
	G	Was build-to-suit or capital project considered? This is a renewal.		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. <u>x</u> No County-owned facilities available for the project.				
		4. ____ Could not get City clearance or approval.				
		5. ____ The Program is being co-located.				
	E	Is lease a full-service lease?	X			
	F	Has growth projection been considered in space request?	X			
G	Has the Dept. of Public Works completed seismic review/approval?	X				

OVERVIEW OF THE PROPOSED BUDGETED LEASE COSTS

1299 E Artesia Boulevard, Carson
Probation Department

Leased Area 12,928
Term 84 months / 7 years

	Per RSF Per Month (\$)	Per RSF Per Year (\$)
FSG Base Rent	\$2.35	\$28.20

Annual FSG Base Rent Adjustment 3%

	Cost/Month	# of Spaces	Monthly Total
Parking Spaces	\$50	40	\$2,000
Overnight Parking Cost			

	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year	6 th Year	7 th Year	Total 7 Year Rental Costs
Annual FSG Base Rent Costs ¹	\$364,570	\$375,507	\$386,772	\$398,375	\$410,326	\$422,636	\$435,315	\$2,794,000
Overnight Parking Cost ²	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	\$168,000
Total Paid to Landlord	\$388,570	\$399,507	\$410,772	\$422,375	\$434,326	\$446,636	\$459,315	\$2,962,000

¹ The Annual FSG Base Rent includes CPI Increases fixed at 3 percent increases per annum.

² This number reflects the cost for 40 overnight parking spaces.

³ This analysis assumes there is no low voltage expense budgeted.

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

ENCLOSURE B-2

COMPARISON OF THE PROPOSED LEASE TO EXISTING LEASE

	Existing Lease: 1299 E. Artesia Blvd., Carson	Proposed Lease 1299 E. Artesia Blvd., Carson	Change
Area (Square Feet)	12,928 sq.ft.	12,928 sq.ft.	None
Term (years)	7 years	7 years plus 5-year option to renew	+5 year option to renew.
Annual Base Rent	\$389,899 (\$30.16 per sq. ft. annually) ⁽¹⁾	\$364,570 (\$28.20 per sq. ft. annually)	-\$25,329 annually
County's TI Cost	\$775,680.00 (\$60.00/RSF)	None	No additional cost to the County
Annual Parking Cost Overnight parking spaces ⁽²⁾	\$9,720.00 27 spaces	\$24,000.00 40 spaces	+\$14,280.00 +13 spaces
Regular parking spaces	45 spaces	25	-20 spaces
Total parking spaces ⁽³⁾	72	65	-7 spaces
Total Annual Lease Costs payable to Landlord	\$370,352	\$388,570	+\$18,218 annually
Rental rate adjustment	Annual CPI adjustments capped at 3 percent.	Annual adjustments fixed at 3 percent.	Fixed vs fluctuating.

⁽¹⁾ This Base Rent is as of June 1, 2022.

⁽²⁾ This is the cost for 40 overnight parking spaces only.

⁽³⁾ Total Parking spaces changed from 72 spaces to 65 spaces, the 25 regular daily parking spaces are included in the rent at no additional cost.

PROBATION DEPARTMENT

SPACE SEARCH – 5 MILE RADIUS FROM 1299 E. ARTESIA BLVD, CARSON

LACO	Facility Name	Address	Ownership	Gross SqFt	Available
A243	Probation	1299 E Artesia Blvd. Compton 90220	Leased	12,928	None
2095	Harbor - REI Pediatrics	1000 W Carson St. Torrance 90502	Owned	10,051	None
2101	Harbor - Hospital Planning & Arch/Mechanical F4	1000 W Carson St. Torrance 90502	Owned	5,804	None
T606	Harbor - Environmental Health & Safety Building N - 32	1000 W Carson St. Torrance 90502	Owned	3,600	None
2063	Harbor - REI Administration Bldg	1124 W Carson St. Torrance 90502	Owned	11,802	None
Y861	ML King - Plant Mgmt Bldg	12021 S Wilmington Ave Los Angeles 90059	Owned	16,000	None
4479	Animal Control #3 - Administration Building	216 W Victoria St. Carson 90248	Owned	1,495	None

FACILITY LOCATION POLICY ANALYSIS

Proposed lease: Lease for the Probation Department – 1299 East Artesia Boulevard, Carson, CA 90745 – Second District.

A. Establish Service Function Category – Post-Release Supervised Persons (PSP) AB 109 program for the South region of the City and County of Los Angeles.

B. Determination of the Service Area – The proposed lease will allow Probation to continue operation of their PSP program within their service area.

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 to serve the population of the South LA City and County region.
- Need for proximity to existing County facilities: N/A
- Need for proximity to Los Angeles Civic Center: N/A. The current site provides a geographically appropriate location, seventeen miles south 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 Torrance Transit bus lines 13 and 6, Metro bus routes, and is located 1.5 miles from the Metro Artesia Blue Line Rail Station. The office is located within close proximity to the Interstates 91 and 110 freeways.
- Availability of affordable housing for County employees: The surrounding area provides for affordable housing and rental opportunities.
- Use of historic buildings: N/A
- Availability and compatibility of existing buildings: There are no existing County buildings available to meet Probation's requirements.
- Compatibility with local land use plans: The City of Carson has been notified of the proposed County use which is consistent with its use and zoning for office space at this location.
- Estimated acquisition/construction and ongoing operational costs: The aggregate cost associated with the proposed lease over the entire term is \$2,962,000.

D. Analyze results and identify location alternatives

The Chief Executive Office (CEO) issued a flyer soliciting proposals for available space from landlords, brokers, and other owner representatives, for this space need, through the Executive Office posting website and Real Estate's County website. There were no responses received which were suitable for Probation's needs due to the over-standard parking requirement, geographical search constraints, and use concerns by many Landlords. The CEO conducted a market search of available office space for lease but was unable to identify any sites that could accommodate this requirement more economically. Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$26.40 and \$30 per square foot, per year. The base annual rental rate of \$28.20 per square foot, per year, for the proposed lease represents a rate that is within the market range for the area, especially given the unique parking needs of Probation. Further, relocation to a new building would require costly new tenant improvements and disrupt services. We recommend the proposed facility as the most suitable to meet the County's space requirements.

Probation provides services to approximately 100 probationers on-site per day and co working office space is not appropriate for this program.

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

The proposed lease will provide adequate and efficient office space for 55 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 Probation's requirements.

**COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE**

LEASE AGREEMENT

COUNTY OF LOS ANGELES - Tenant

S & S ENTITIES, LLC – Landlord

1299 E. ARTESIA BOULEVARD

CARSON, CALIFORNIA 90746

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EXHIBITS

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

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is entered into as of the _____ day of _____, 2022 between S & S ENTITIES, LLC, a California limited liability company ("Landlord"), and COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant" or "County").

Landlord and Tenant agree:

1. BASIC LEASE INFORMATION

1.1 Terms

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

(a) Landlord's Address for Notices:	1125 West 190 th Street Gardena, CA 90248 Email: swafaa@wwsginc.com
(b) Tenant's Address for Notices:	County of Los Angeles Chief Executive Office - Real Estate Division 320 West Temple Street, 7th Floor Los Angeles, CA 90012 Attention: Director of Real Estate With a copy to: County of Los Angeles Office of the County Counsel 648 Kenneth Hahn Hall of Administration 500 West Temple Street, Suite 648 Los Angeles, CA 90012-2713 Attention: Property Division
(c) Premises:	Approximately 12,928 rentable square feet, designated as Suite 120, in the Building (defined below), as shown on <u>Exhibit A</u> attached hereto including parking area containing 65 parking spaces, including 25 unreserved parking spaces at no cost and 40 overnight parking spaces at a cost of \$50.00 per space per month for the Term of the Lease.

(d) Building:	The Building located at 1299 East Artesia Boulevard, Carson, California, 90746 which is currently assessed by the County Assessor as APN 7319-033-055 (collectively, the "Property");
(e) Term:	Seven (7) 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 seventh (7th) annual anniversary of the Commencement Date (the "Termination Date"), subject to earlier termination by Tenant as provided herein. The phrase "Term of this Lease" or "the Term hereof" as used in this Lease, or words of similar import, shall refer to the initial Term of this Lease together with any additional Extension Term for which an option has been validly exercised.
(f) Estimated Commencement Date:	March 1, 2023
(g) Irrevocable Offer Expiration Date: (see Section 33)	March 1, 2023
(h) Base Rent:	\$2.35 per rentable square foot per month (i.e., \$30,380.00 per month / \$364,569.60 per year)
(i) Early Termination (see Section 4.4)	Ninety (90) days' notice on or after the fifth (5th) anniversary of the Commencement Date.
(j) Rentable Square Feet in the Premises:	12,928 rentable square feet
(k) Initial Departmental Use:	Department of Probation, subject to Section 6.
(l) Parking Spaces:	65 unreserved parking spaces located, including 25 spaces shall be at no cost to Tenant and 40 spaces may be used for overnight 24-hour parking at a monthly cost of \$50.00 per space per month (i.e., \$2,000/ month) in the Building's onsite parking area.

(m) Tenant's Hours of Operation:	6 a.m. to 8 p.m. Monday through Friday, and 9 a.m. to 2 p.m. on Saturdays
(n) Asbestos Report:	A report dated July 8, 2013 prepared by Aurora, a licensed California Asbestos contractor.
(o) Seismic Report	A report dated May 15, 2013 prepared by the Department of Public Works.
(p) Disabled Access Survey	A report dated May 5, 2022 prepared by CASp Experts LLC.

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
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2. PREMISES

2.1 Lease of Premises

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

2.2 Measurement of Premises

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

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 seven (7) 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 eighty-four (84) 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 ninety (90) days prior written notice, executed by Tenant's Chief Executive Officer or his/her designee.

4.5 Lease Expiration Notice

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

5. RENT

5.1 Base Rent

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

5.2. Base Rent Adjustments

The Base Rent shall be increased by three percent (3%) upon each anniversary of the Commencement Date throughout the initial Term.

6. USES

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

7. HOLDOVER

If Tenant remains in possession of the Premises or any part thereof after the expiration of the term of this Lease, such occupancy shall be a tenancy which is terminable only upon ninety (90) days written notice from Landlord or thirty (30) days written notice from Tenant's Chief Executive Officer or his/her designee at the last monthly Base Rent payable under this Lease, 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 one hundred eighty (180) days, then Landlord shall promptly, at Landlord's expense, repair such damage, and this Lease shall continue in full force and effect. If all or any portion of the Premises shall be made unusable by fire or other casualty, Landlord shall immediately secure the area to prevent injury to persons and/or vandalism to the improvements. Landlord shall promptly, but in any event within ten (10) days, cause an architect or general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required to substantially complete the repair and restoration of the Premises and make the Premises leasable again using standard working methods. The failure to do so shall be a material default hereunder. Base Rent shall abate to the extent that the Premises are unusable by Tenant.

9.2 Tenant Termination Right

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

9.3 Damage In Last Year

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

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

9.4 Default By Landlord

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

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

10. REPAIRS AND MAINTENANCE

10.1 Landlord Representations

- (a) Landlord represents to Tenant that, as of the date hereof and on the Commencement Date:
 - i. The Premises, the Building, and all Common Areas (including electrical, heating, ventilating, and air conditioning ("HVAC"), mechanical, plumbing, gas and fire/life safety systems in the

Building and similar building service systems) comply with all current laws, codes, and ordinances, including but not limited to the Americans With Disabilities Act, and are in good working order and condition;

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

(c) CASp Inspection:

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

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

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

and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

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

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

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

10.2 Landlord Obligations

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

- i. the floor covering (if such floor covering is carpeting it shall be replaced as needed, but not less often than after five (5) years of use);
 - ii. interior partitions;
 - iii. doors, door frames and hardware;
 - iv. the interior side of demising walls (which shall be repainted as needed but not less often than every five (5) years);
 - v. signage;
 - vi. emergency exit signage and battery replacement;
 - vii. HVAC equipment dedicated to the mechanical rooms housing Tenant's computer servers and related equipment; and
 - viii. Light fixtures, bulbs, tubes and ballasts
 - ix. Parking areas (including resurfacing, restriping, landscaping, sweeping, and provision of adequate lighting as applicable).
- (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 continue to provide security, 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 Burbank 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 ten (10) days after written notice, then Tenant shall be entitled to deduct from Base Rent payable by Tenant under this Lease the amount set forth in its invoice for such work. The remedies provided in this Section are in addition to the remedies provided in Section 15.

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

11. SERVICES AND UTILITIES

11.1 Services

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

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

(b) Electricity

Landlord shall furnish to the Premises the amount of electric current of 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. If Tenant requires additional telecommunications service, Tenant may arrange it at Tenant's expense. Landlord will cooperate.

(c) Elevators

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

(d) Water

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

(e) Janitorial

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

(f) Access

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

(g) Pest Control

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

11.2 Utilities

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

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

12. TAXES

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

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

13. LANDLORD ACCESS

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

14. TENANT DEFAULT

14.1 Default

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

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

14.2 Termination

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

14.3 No Effect on Indemnity

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

15. LANDLORD DEFAULT

15.1 Remedies

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

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

15.2 Waiver

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

15.3 Emergency

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

16. ASSIGNMENT AND SUBLETTING

16.1 Assignment and Subletting

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

16.2 Sale

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

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

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

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

Tenant shall not be obligated to pay any rental amounts to any party other than the Landlord named herein until such time as all the requirements of this Section 16.2 are satisfied.

17. ALTERATIONS AND ADDITIONS

17.1 Landlord Consent

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

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

17.2 End of Term

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

18. CONDEMNATION

18.1 Controlling Terms

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

18.2 Total Taking

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

18.3 Partial Taking

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

18.4 Restoration

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

18.5 Award

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

18.6 Waiver of Statute

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

19. INDEMNIFICATION

19.1 Landlord's Indemnity

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

19.2 Tenant's Indemnity

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

20. INSURANCE: During the term of this Lease, the following insurance requirements will be in effect: 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 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. Landlord shall maintain a perimeter security fence surrounding the Building's parking area.

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 shall, at its sole cost and expense be responsible for the following work: (A) Patch and paint where necessary throughout the Premises, (B) replace any light bulbs or light fixtures (as required) to ensure all lights are in good working order, (C) replace any damaged flooring throughout the Premises, (D) ensure all ceiling tiles are in good condition and replace as needed to maintain a ceiling in a commercially reasonable condition, and (E) have a third-party report completed to evaluate the HVAC system servicing the Premises to address current air-balancing issues and Landlord shall thereafter make the recommended repairs to the system in order to meet Tenant's HVAC requirements as further outlined in Exhibit C herein.

(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 Intentionally Omitted

24.3 Completion/Close Out

Landlord shall file for a building permit, if such a permit is required, to construct the Landlord Work (the "Work") within sixty (60) days following mutual execution and unconditional delivery of the Lease and receipt of the Approved Plan, including detailed plans (as required), finishes and specifications. The Work shall be coordinated with Tenant's assigned Project Manager ("PM") in advance of Landlord commencing any of the Work to be performed after Tenant's Hours of Operation, Monday thru Friday, anytime Saturday & Sunday, 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 fifty (150)

days from the date of issuance of the building permit subject to those Delays as outlined below.

Upon completion of the 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. Landlord, at Landlord's sole cost and expense, shall cause all punch-list items to be repaired or completed as soon as possible, but in no event later than thirty (30) days following the walk-through inspection.

Upon completion of the Work, Landlord will provide Tenant with a copy of any final as-built plans (as required) and 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 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 Work have not been completed within one hundred and twenty (120) 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. If delivery of possession does not occur within one hundred and fifty (150) days, Tenant may terminate the Lease, which will be in lieu of any accrued free rent penalties.

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, ordinary wear and tear, damage by earthquake, fire or the elements and other disaster or casualty excepted. Tenant and Landlord agree, Tenant may (but shall not be required to) remove, at its own expense, during or at the expiration or other termination of the term of this Lease, or any termination of any extension or holdover period thereof, as the case may be, all fixtures, furniture (including any modular furniture), equipment and all other personal property placed or installed in or upon the Premises by Tenant, or under its authority (including any modular furniture).

28. SIGNAGE

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

29. QUIET ENJOYMENT

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

30. GENERAL

30.1 Headings

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

30.2 Successors and Assigns

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

30.3 Brokers

Landlord and Tenant each represent and warrant to each other that it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease other than 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 document necessary for the consummation of the transaction contemplated by this Lease may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Lease and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Lease had been delivered had been signed using a handwritten signature. Landlord and Tenant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Lease is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Lease based on the foregoing forms of signature. If this Lease has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

31. AUTHORITY

Only the County's Board of Supervisors ("Board of Supervisors") has the authority, by formally approving and/or executing this Lease, to bind Tenant to the terms included

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

32. ACKNOWLEDGEMENT BY LANDLORD

Landlord acknowledges that it is aware of the following provisions:

32.1 Consideration of GAIN Program Participants

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

32.2 Solicitation of Consideration

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

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

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

32.3 Landlord Assignment

- (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. OPTION TO EXTEND

(a) Option Terms. Provided that no material Default has occurred and is continuing under the Lease at the time the option is exercised, Tenant shall have One (1) option to renew this Lease for an additional period of sixty (60) months (Extension Term).

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

(i) giving Landlord written notice of its intention to do so (its "Notice of Intent") no later than one hundred and eighty (180) days prior to the end of the initial Term, or the Extension Term, and

(ii) after Market Rental Value has been determined as provided below, and after the Board of Supervisors has approved the exercise of the option to renew, by giving written notice of its election to exercise such option. It is understood that Tenant will not exercise its option until after the Board of Supervisors has approved doing so, which will not be prior to the determination of the Market Rental Value, as provided below. If the Board of Supervisors has not approved the exercise of such option prior to ninety (90) days after the expiration of the Term of this Lease as then in effect, Tenant shall be entitled to holdover as provided in this Lease. If Tenant fails to give such written notice to Landlord, Landlord will promptly provide written notice to Tenant that the Term shall not be extended unless Tenant responds within ten (10) business days in writing electing to exercise its respective renewal option, and Tenant shall be granted an additional period of ten (10) business days after receipt of such written notice from Landlord, in which to give Landlord its written notice of its election to exercise such renewal option or election not to exercise such renewal option. Failure by Landlord to provide ten (10) business day written notice to Tenant that the Term shall not be extended unless Tenant responds within ten (10) business days in writing electing to exercise its respective renewal option or Tenant's failure to notify Landlord of its election to exercise such renewal option, after receipt of the ten (10) business day notice, and without any further notice, act, or agreement, this Lease will terminate as of the then-applicable expiration date, and neither Landlord nor Tenant will have any further obligation or liability under this Lease arising or continuing from and after such expiration date, subject, however, to the provisions that expressly survive termination of this Lease.

(c) Terms and Conditions of the Extension Term. The Extension Term shall be on all the terms and conditions of this Lease, except that the Base Rent during Extension Term shall be equal to ninety percent (90%) of Market Rental Value for the Premises as of the commencement of the applicable Extension Term ("Adjusted Market Rental Value") to be determined as set forth below, and Landlord shall have no additional obligation for free rent, leasehold improvements or for any other tenant inducements for the Extension Term.

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

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

(e) **Market Rental Value.** The term "Market Rental Value" shall be the rental rate that comparable Premises in the market in which the Premises is located would command for the same term as the Extension Term on the open market at the time Tenant provides its Notice of Intent, as determined jointly by Landlord and Tenant. For purposes hereof, the term "comparable Premises" shall mean premises in a Building similar in size and location to the Building, excluding any improvements installed by Tenant in the Building. In determining the Market Rental Value, appropriate consideration shall be given to Tenant's creditworthiness, the annual amount per rentable square foot that Landlord has accepted in current transactions between non-affiliated parties from new, non-expansion, non-renewal and non-equity tenants of comparable creditworthiness for comparable premises for a comparable use for a comparable period of time, the annual rental rates per square foot, the standard of measurement by which the rentable square footage is measured, the ratio of rentable square feet to usable square feet, the type of escalation clause (e.g., whether increases in additional rent are determined on a net or gross basis, and if gross, whether such increases are determined according to a base year or a base dollar amount expense stop), the extent of Tenant's liability under the Lease, parking rights and obligations, signage rights, abatement provisions reflecting free rent and/or no rent during the period of construction or subsequent to the commencement date as to the space in question, brokerage commissions, if any, which would be payable by Landlord in similar transactions, length of the lease term, size and location of the Building being leased, and other general applicable conditions of tenancy for such comparable transactions.

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

(g) **Amendment of Lease.** Immediately after the Board of Supervisors approves the exercise of any option granted pursuant to this Section 34, and such option is exercised,

Landlord and Tenant shall execute an amendment to this Lease setting forth the new Base Rent in effect.

35. COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL

- 35.1. At Landlord's sole cost, Landlord shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contactor 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").
- 35.2. 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").
- 35.3. 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.
- 35.4. 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.

35.5. 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.

36. RIGHT OF FIRST OFFER TO LEASE ADDITIONAL PREMISES.

- (a) Provided that no material Default has occurred and is continuing under the Lease, if at any time prior to the last twelve (12) months of the Term, Landlord intends to offer leasable space located contiguous to the Premises (the "Additional Premises") for lease to third parties or to accept an offer of a third party to lease the Additional Premises, Landlord shall first give written notice to Tenant of the rental rate and other material terms upon which Landlord is willing to lease the Additional Premises ("Landlord's Lease Notice"). Landlord's Lease Notice shall constitute an offer to lease the Additional Premises to Tenant at the rental rate and upon the terms and conditions contained in Landlord's Lease Notice and shall state the anticipated date of availability of the Additional Premises. Tenant shall have ninety (90) business days after receipt of Landlord's Lease Notice to accept such offer. Tenant shall accept such offer, if at all, only by delivery to Landlord of Tenant's irrevocable written commitment to lease the Additional Premises at the rental rate and upon the terms and conditions contained in Landlord's Lease Notice (the "Expansion Commitment").
- (b) If Tenant delivers to Landlord the Expansion Commitment within such ninety (90) business day period, all (but not part) of the Additional Premises shall be leased to Tenant commencing on the earlier of (a) the date Tenant first uses the Additional Premises for the Permitted Use; or (b) thirty (30) days after Landlord provides Tenant with possession of the Additional Premises and continuing for a period of time coterminous with the remaining Term, including any options to extend the Term. Tenant shall lease the Additional Premises upon the same terms, conditions and covenants as are contained in the Lease except that (i) the Base Rent for the Additional Premises shall be at the rate set forth in Landlord's Lease Notice, and

- (ii) any terms and conditions set forth in Landlord's Lease Notice that are inconsistent with the terms and conditions of the Lease shall control.
- (c) Except as otherwise set forth in Landlord's Lease Notice, possession of the Additional Premises shall be delivered to Tenant on an "as-is" basis. Landlord shall prepare and Landlord and Tenant shall execute and deliver a written agreement modifying and supplementing the Lease and specifying that the Additional Premises are part of the Premises and, except as otherwise specified in Landlord's Lease Notice, subject to all of the terms and conditions of the Lease.
- (d) Time is of the essence with respect to the exercise by Tenant of its rights granted hereunder. In the event Tenant fails to deliver to Landlord Tenant's Expansion Commitment within the ninety (90) business day period prescribed above, all rights of Tenant to lease the Additional Premises shall terminate and Landlord shall have no further obligation to notify Tenant of any proposed leasing of the Additional Premises, and Landlord shall thereafter have the unconditional right to lease the Additional Premises to third parties or to accept offers from third parties to lease the Additional Premises without further obligation to Tenant. The rights granted to Tenant under this Section 34 shall not apply to any sales or similar transfers of the Additional Premises.

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

LANDLORD:

S & S ENTITIES, LLC,
a California limited liability company

By: 

Name: Sherine Assad

Its: President/Managing Member

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT
Chief Executive Officer

By: _____

JOHN T. COOKE
Assistant Chief Executive Officer
Asset Management Branch

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

FLOOR PLAN OF PREMISES

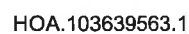


EXHIBIT B

COMMENCEMENT DATE MEMORANDUM AND CONFIRMATION OF LEASE TERMS

Reference is made to that certain Lease Agreement ("Lease") dated _____, 20____, between County of Los Angeles, a body corporate and politic ("Tenant"), and S & S ENTITIES, LLC, a California limited liability company ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the building located in the entire office Building located at 1299 Artesia Boulevard, Carson, California, 90746 ("Premises"), Landlord and Tenant hereby acknowledge as follow:

- 1) Landlord delivered possession of the Premises to Tenant in a Substantially Complete condition on _____ ("Possession Date");
- 2) Tenant has accepted possession of the Premises and now occupies the same;
- 3) The Lease commenced on _____ ("Commencement Date");
- 4) The Premises contain 12,928 rentable square feet of space.

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

- 1) Base Rent per month is _____.
- 2) The Base Index month is _____.
- 3) The Base Index is _____.
- 4) The first New Index month is _____.

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

Tenant:

Landlord:

COUNTY OF LOS ANGELES,
a body corporate and politic

S & S ENTITIES, LLC,
a California limited liability company

By: _____

JOHN T. COOKE
Assistant Chief Executive Officer

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.

B. WEEKLY

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

C. MONTHLY

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

21. Carpet professionally spot cleaned as required to remove stains.
22. HVAC chiller water checked for bacteria, water conditioned as necessary.

D. QUARTERLY

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

E. SEMI-ANNUALLY

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

F. ANNUALLY

30. 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.
31. 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.
32. Touch-up paint all interior painted surfaces in a color and finish to match existing.

G. AS NEEDED

33. 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.
34. 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.
35. Interior and exterior pest control inspections and remediation frequency is to be determined by a licensed exterminator.

36. 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: _____

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	Owners, Partners and		Managers		Staff	
	All O.P &	Women	All	Women	All Staff	Women
Black/African American						
Hispanic/Latin American						
Asian American						
Portuguese American						
American Indian/Alaskan						
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:

III. MINORITY/WOMEN-OWNED FIRM CERTIFICATION

3. Provide the percentage of

All Empl

Wome

Is your firm currently certified as a minority owned

business firm by the State of California? ☐Yes ☐ NoCity of Los Angeles ☐ Yes ☐ No

Section D. OPTION TO PROVIDE REQUESTED INFORMATION

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

Firm Name: _____

Signature/Title: _____

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
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)

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	1/4/2023		
BOARD MEETING DATE	1/24/2023		
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)	Chief Executive Office, Internal Services and Public Works		
SUBJECT	FACILITY REINVESTMENT PROGRAM – APPROVAL CAPITAL AND EXTRAORDINARY MAINTENACE PROJECTS AND BUDGETS; APPROPRIATION ADJUSTMENT; USE OF JOB ORDER CONTRACTING		
PROGRAM	Facility Reinvestment Program (FRP)		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS	None		
COST & FUNDING	Total cost: \$332,500,000	Funding source: Extraordinary Maintenance Budget NCC (\$2.4M) Capital Programs NCC (\$166.2M) Lease Revenue Obligation Notes (LRON) (\$163.8M)	
	TERMS (if applicable): None		
	Explanation: Approval of the recommended actions will establish new capital projects (CPs), appropriate NCC in the new CPs and adjust CP budgets to align with revised cost estimates.		
PURPOSE OF REQUEST	The recommended actions will find the 15 proposed projects exempt from the provisions of the California Environmental Quality Act (CEQA); establish two capital projects for the Hall of Administration Electrical System Replacement and Hall of Records Electrical System Replacement; approve the proposed projects and other activities; approve the proposed and revised Fiscal Year 2022-23 project budgets and Total Project Cost Estimates (TPCE); approve an appropriation adjustment; and authorize the Directors the Departments of Public Works (DPW) and Internal Services (ISD) to deliver the proposed projects using Board-approved Job Order Contracts (JOC).		
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>The FRP was implemented to address the County's backlog of deferred maintenance with the investment goal of \$750,000,000 to improve the condition of the highest priority building systems and facilities. The pool of high priority capital projects is generated from the analysis of facility condition data collected and processed in the Strategic Asset Management (SAM) database.</p> <p>On November 30, 2021, the Board approved an additional 52 projects with a budget totaling \$230,236,000, increasing the overall Program budget from \$279,149,000 to \$509,385,000 and TPCE from \$509,573,000 to \$739,809,000. The Board also authorized the use of LRON with a revised total financing authority amount of \$319,913,000. Through subsequent Mid-Year Budget adjustments and budget cycles, the Program budget was adjusted to \$589,310,000, LRON to \$346,566,000, and the TPCE to \$649,802,000.</p> <p>Since approval of 306 projects, 181 projects have been completed and 30 projects were cancelled due to duplications or work already completed resulting in currently 95</p>		

	<p>active projects. The 17 proposed projects would increase the total number of projects to 323 and the active projects to 112.</p> <p>The recommended action will approve the Program TPCE of \$750,000,000, which achieves the original program investment goal. When this last cohort of projects is completed, the Chief Executive Office (CEO) will continue working with ISD and DPW to perform condition assessments, review and prioritize the SAM database and fund deferred maintenance needs through the annual budget process.</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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: This program support Board Priority #7, Sustainability, by implementing projects that improve energy and operating efficiencies that maximize or extend the lifecycles of the County's capital assets.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Amir Alam, Manager, CEO aalam@ceo.lacounty.gov , 213-974-2620 Matthew Bukirin, Principal Analyst, CEO mbukirin@ceo.lacounty.gov , 213-974-2535



COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, CA 90012
(213) 974-1101 ceo.lacounty.gov

CHIEF EXECUTIVE OFFICER

Fesia A. Davenport

January 24, 2023

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

Dear Supervisors:

**FACILITY REINVESTMENT PROGRAM
APPROVE CAPITAL AND EXTRAORDINARY MAINTENANCE PROJECTS AND
BUDGETS, APPROPRIATION ADJUSTMENT,
USE OF JOB ORDER CONTRACTING,
ALL DISTRICTS – FISCAL YEAR 2022-23
(4 VOTES)**

SUBJECT

The recommended actions will find the proposed projects exempt from the provisions of the California Environmental Quality Act (CEQA); approve the proposed projects and other activities; approve the proposed and revised Fiscal Year 2022-23 (FY) project budgets and Total Project Cost Estimate; approve an appropriation adjustment; and authorize the Directors of Public Works and Internal Services to deliver the proposed projects using Board-approved Job Order Contracts (JOC).

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the 15 proposed Fiscal Year 2022-23 repair and system replacement projects identified in Enclosure A are exempt from CEQA for the reasons stated in this letter and in the record of each proposed project; find that the establishment of proposed projects identified in Enclosure B are not projects under CEQA and find that the additional funding activities related to the proposed and approved projects in Enclosures C, D and E are not projects under CEQA for the reasons stated in this Board letter and in the record of the proposed activities.



2. Establish and approve the proposed projects, which include 15 Capital Projects, as reflected in Enclosure A.
3. Establish the proposed Hall of Administration Electrical System Replacement Project, Capital Project No. 87911 and the Hall of Records Electrical System Replacement Project, Capital Project No. 87912 as reflected in Enclosure B.
4. Approve the aggregate Total Project Cost Estimate (TPCE) of \$100,198,000 for the 17 proposed projects identified in Enclosures A and B and approve the revised TPCE of previously approved projects identified in Enclosure C, increasing the Facility Reinvestment Program TPCE to \$750,000,000.
5. Approve the revised FY 2022-23 budgets totaling \$332,500,000 for the proposed and approved projects identified in Enclosure D, revising the total Facility Reinvestment Program budget to \$531,331,000.
6. Authorize the Directors from the Departments of Public Works (DPW) and Internal Services (ISD), or their designees, to deliver the proposed projects identified in Enclosure A using Board-approved JOC contracts.
7. Approve an appropriation adjustment to transfer a total of \$8,719,000 in net County cost from the Extraordinary Maintenance Budget to various proposed and approved General Fund Capital Projects and reduce \$110,259,000 in Lease Revenue Obligation Notes (LRON) appropriation and revenue in special fund capital projects for the Facility Reinvestment Program, as reflected in Enclosure E.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find the 15 proposed projects in Enclosure A exempt from the provisions of CEQA and the establishment of the proposed projects identified in Enclosure B as well as the funding activities for the proposed and approved projects identified in Enclosures C, D and E are activities that do not constitute projects under CEQA; establish and approve the 15 proposed projects in Enclosure A; establish the two proposed capital projects in Enclosure B; approve the TPCE of \$100,198,000 for the 17 proposed projects identified in Enclosures A and B; approve the revised TPCE of previously approved projects identified in Enclosure C; approve the FY 2022-23 Facility Reinvestment Program (Program) budgets totaling \$332,500,000 for the proposed and approved projects identified in Enclosure D; authorize the Directors of DPW and ISD to deliver the 15 proposed projects in Enclosure A using Board-approved JOC contracts; and approve an appropriation adjustment identified for the proposed and approved projects in Enclosure E.

Background

On November 30, 2021, the Board approved an additional 52 projects with a budget totaling \$230,236,000, increasing the overall Program budget from \$279,149,000 to \$509,385,000 and TPCE from \$509,573,000 to \$739,809,000. The Board also authorized the use of LRON with a revised total financing authority amount of \$319,913,000. Through subsequent Mid-Year Budget adjustments and budget cycles, the Program budget was adjusted to \$589,310,000, LRON to \$346,566,000, and the TPCE to \$649,802,000.

Since approval of 306 projects, 181 projects have been completed and 30 projects were cancelled due to duplications or work already completed resulting in currently 95 active projects. The 17 proposed projects listed in Enclosures A and B would increase the total number of projects to 323 and the active projects to 112. DPW will return to the Board, at a later time, seeking approval of the two proposed projects listed in Enclosure B.

Project Selection

The proposed repair and system replacement projects were selected based on the ranking of severity and criticality of the building system condition. DPW, ISD, and the Chief Executive Office (CEO) met with each department to ensure the list of proposed projects are in alignment with the department's programmatic and operational priorities.

The selection process started with a download of deficiency and system replacement project data from the Strategic Asset Management (SAM) database. The downloaded projects were then sorted by priority scores that consider the degree of deterioration, anticipated remaining service life, and are further weighted by the degree of risk for consequence of failure. Upon determining the facilities with the highest proposed priority projects, other potential lower priority projects at these sites were also evaluated and considered for implementation, if economies of scale could be realized, or if implementing the lower priority project simultaneously would minimize impacts on the facility and department operations.

Program Sustainment

The recommended action will increase the Program TPCE to \$750,000,000 (Enclosure C), which achieves the original program investment goal. Savings from projects completed under budget will be reallocated to cover cost increases for existing projects or to fund future deferred maintenance projects. When this last cohort of projects is completed, the CEO will continue working with ISD and DPW to perform condition assessments, review and prioritize projects using the SAM database and fund deferred maintenance needs through the annual budget process.

Implementation of Strategic Plan Goals

This action meets the County's Strategic Plan Goals III.3 - Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability by investing in public

infrastructure that will sustain and improve County services and facilities by effectively managing County resources for the County of Los Angeles residents and visitors.

FISCAL IMPACT/FINANCING

The Board approved the current Program on November 30, 2021, with a TPCE of \$739,809,000 and a budget of \$509,385,000, which includes use of \$319,913,000 in LRON. Through subsequent Mid-Year Budget adjustments and budget cycles, the current Program budget is \$589,310,000, which includes use of \$346,566,000 in LRON, and the TPCE is \$649,802,000.

The recommended actions in this Board letter will approve the TPCE of \$100,198,000 for the 17 new proposed projects identified in Enclosure A and B (the projects identified in Enclosure B are proposed for establishment, including establishment of funding). The actions will also approve the revised TPCEs of proposed and approved projects identified in Enclosure C to increase the total Program TPCE to \$750,000,000, and approve the FY 2022-23 Program budget of \$332,500,000 for the proposed and approved projects identified in Enclosure D, which need budgetary adjustments and includes the recommended \$2,355,000 for the 17 proposed projects in Enclosures A and B. This will bring the current Program budget from \$589,310,000 to \$531,331,000, which includes the reduction of LRON from \$346,566,000 to \$236,307,000 and is due to canceled projects, unutilized contingencies, and reduced project costs.

DPW and ISD forecast to spend \$83,300,000 in FY 2022-23. The revised FY 2022-23 budget of \$332,500,000 is greater than the forecasted amount since several previously approved projects are scheduled to enter construction phase in FY 2022-23 and so the entire TPCE for these projects needs to be budgeted to meet the construction contract commitments. Any unspent funds in FY 2022-23 allocated to these projects will be carried over to the next fiscal years until the projects are completed.

Approval of the enclosed appropriation adjustment (Enclosure D) will transfer a total of \$8,719,000 in net County cost from the Extraordinary Maintenance Budget to various proposed and approved General Fund Capital Projects and reduces by \$110,259,000 in LRON appropriation and revenue in special fund capital projects for the Program in FY 2022-23. The CEO will return to the Board for approval to fund the remaining Program budget in subsequent fiscal years when all approved projects are expected to enter construction phase.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

In accordance with the Board's Countywide Local and Targeted Worker Hiring Policy updated on June 11, 2019, the proposed projects with a total project budget greater than \$2,500,000 will have a mandatory hiring goal of at least 30 percent California construction

labor hours be performed by local residents and a mandatory hiring goal of at least 10 percent of California construction labor hours on the project be performed by those classified as Targeted Workers. The proposed projects with a total project budget between \$500,000 and \$2,500,000 will include a best efforts goal that at least 30 percent of the total California craft worker hours for construction of the projects be performed by Local Residents and will not include the "Targeted Worker" component. The proposed projects with a total project budget less than \$500,000 will not include a local worker requirement.

ENVIRONMENTAL DOCUMENTATION

The recommended actions, including approval of the 15 proposed separate repair and building system replacement projects identified in Enclosure A to be implemented through the use of Board approved JOC contracts are categorically exempt from CEQA. The projects consist of repairs to existing County buildings and facilities. The proposed projects are within certain classes of projects that have been determined not to have a significant effect on the environment in that they meet one or more of the criteria set forth in sections 15301 (a) and (d), 15302 (c), 15330 (a), and 15332 of the State CEQA Guidelines and Classes 1 (c), (d), and (l), and 2 (e) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The projects provide for repair of existing facilities and structures with negligible or no expansion of an existing use, replacement of existing facilities and features at the same site with new facilities and features with substantially the same purpose and capacity, new construction and/or conversion of facilities, installation of new equipment and In-fill development. Some of these proposed projects will also include asbestos abatement.

Each of the individual proposed projects included in Enclosure A will comply with all applicable regulations, are not located in a sensitive environment, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste sites compiled pursuant to Government Code section 65962.5, or indications that the projects may cause a substantial adverse change in the significance of a historical resource that would make the exemptions inapplicable based on the records of the proposed projects.

The establishment of the projects in Enclosure B do not constitute projects under CEQA because they are excluded from the definition of a project by section 21065 of the Public Resources Code and Section 15378(b)(5) of the State CEQA Guidelines. These activities, which consist of approving the total project cost estimates and budget adjustments for the proposed projects and establishing the proposed Hall of Administration Electrical System Replacement Project and the proposed Hall of Records Electrical System Replacement Project are organizational or administrative activities of government that will not result in direct or indirect physical changes in the environment. DPW will return to the Board to recommend approval of the proposed projects and appropriate findings under CEQA prior to commencing any activity that would be considered a project under CEQA.

The funding activities identified for the proposed and approved projects in Enclosures C, D and E also do not constitute projects under CEQA because they are excluded from the

definition of a project by section 21065 of the Public Resources Code and Section 15378(b)(4) and/or (5) of the State CEQA Guidelines. These activities, which consist of approving total project cost estimates and budget adjustments for proposed and approved projects are organizational or administrative activities of government that will not result in direct or indirect physical changes in the environment and, as to projects which have not yet been approved, are government fiscal activities or funding mechanisms which do not involve any commitment to any specific project which may result in a potentially significant impact to the environment. There have been no changes to the previously approved projects or the circumstance under which they are being undertaken that necessitate further findings under CEQA.

Upon the Board's approval of the recommended actions, ISD will file Notices of Exemption for the newly approved projects in Enclosure A with the Registrar-Recorder/County Clerk for the 15 repair and system replacement projects in accordance with section 21152 of the Public Resources Code and will post the Notices to the County's website in accordance with section 21092.2.

CONTRACTING PROCESS

DPW and ISD intend to continue to use Board-approved, on-call consultants to complete the necessary design and engineering required for the proposed repair and system replacement projects. Construction of the proposed projects will be completed using Board-approved JOCs, a previously Board-approved Energy Efficiency Projects Master Agreement, and Facility Ancillary Services Master Agreement. Those eligible projects that do not exceed the \$50,000 "Force Account" limit set forth in the Public Contracting Code will be delivered by ISD using its own staff, where possible.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

CONCLUSION

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

Respectfully submitted,

Fesia A. Davenport
Chief Executive Officer

FAD:JMN:JTC
VM:AMA:MFB:ns

Enclosures

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

No.	Cohort	Org	Dept	Project Name	Facility	EM No.	CP A01 No.	TPCE
1	C-IV	ISD	PR	Belvedere Park Gym Electrical and Lighting Systm Replacement	Belvedere Park Gym	12120	87897	\$1,077,000
2	C-IV	ISD	PR	Del Aire Park Gym Electrical System Replacement	Del Aire Park Gym	12130	87898	\$382,000
3	C-IV	ISD	PR	El Cariso Park Recreation Bldg Roofing System Replacement	El Cariso Park Recreation Bldg	12140	87899	\$467,000
4	C-IV	ISD	PR	Enterprise Park Gym HVAC System Replacement	Enterprise Park Gym	12150	87900	\$869,000
5	C-IV	ISD	PR	Rimgrove Park Recreation Bldg Lighting System Replacement	Rimgrove Park Recreation Bldg	12160	87901	\$218,000
6	C-IV	ISD	PS	Florence AP District Office Electrical System Replacement	Florence AP District Ofc	12240	87909	\$1,758,000
7	C-IV	ISD	PL	Montebello Library Electrical System Replacement	Montebello Library	12110	87896	\$1,174,000
8	C-IV	ISD	PB	Camp Afflerbaugh Admin Bldg Elec and Light Sys Replacements	Camp Afflerbaugh Admin Bldg	12170	87902	\$333,000
9	C-IV	ISD	PB	Camp Afflerbaugh Electrical Vault System Replacement	Camp Afflerbaugh Electrical Vault	12190	87904	\$193,000
10	C-IV	ISD	PB	Camp Afflerbaugh Recreation Building HVAC System Replacement	Camp Afflerbaugh Recreation Bldg	12180	87903	\$327,000
11	C-IV	ISD	PB	Camp Glenn Rockey Admin Bldg Electrical System Replacement	Camp Glenn Rockey Admin Bldg	12210	87906	\$172,000
12	C-IV	ISD	PB	Camp Glenn Rockey Generator Rm Electrical System Replacement	Camp Glenn Rockey Generator Room	12200	87905	\$223,000
13	C-IV	ISD	PB	Dorothy Kirby Center Classroom A HVAC System Replacement	Dorothy Kirby Classroom A Bldg	12230	87908	\$1,109,000
14	C-IV	ISD	PB	Dorothy Kirby Center Security Cottage HVAC Systm Replacement	Dorothy Kirby Security Cottage	12220	87907	\$3,562,000
15	C-IV	ISD	RR	Harry Hufford RR CC Chillers Replacement	Harry Hufford Bldg HQ	12250	87910	\$11,690,000
							Total	\$23,554,000

No.	Cohort	Org	Dept	Project Name	Facility	CP A01 No.	TPCE
1	C-IV	PW	BS	Hall of Administration Electrical System Replacement	Kenneth Hahn Hall Of Administration	87911	\$36,644,000
2	C-IV	PW	DA	Hall of Records Electrical System Replacement	Hall Of Records	87912	\$40,000,000
						Total	\$76,644,000

No.	Cohort	Org	Dept	Project Name	Board Approved	TPCE Changes	Revised TPCE
					TPCE on 11/30/2021		
1	C-I	ISD	ACC	ACC Headquarters	\$167,000	-\$39,000	\$128,000
2	C-I	ISD	ACC	Animal Care & Control Headquarters	\$0	\$0	\$0
3	C-I	ISD	ACC	Animal Control #7 - Agoura Spay and Neuter Clinic	\$282,000	\$0	\$282,000
4	C-I	ISD	ACC	Baldwin Park ACC #4 Administration Building	\$0	\$0	\$0
5	C-I	ISD	ACC	Carson ACC	\$238,000	-\$15,000	\$223,000
6	C-I	ISD	ACC	ACC Castaic Admin/Utility Bldg.	\$747,000	-\$509,000	\$238,000
7	C-I	ISD	ACC	Downey Animal Care & Control Kennel Bldg. 1 DM Repairs	\$0	\$0	\$0
8	C-I	ISD	AW	AGC East Field Pest Detection DM Repairs	\$0	\$0	\$0
9	C-I	ISD	AW	Agricultural Commission Meter Pit	\$0	\$0	\$0
10	C-I	PW	AW	Ag Comm Toxicology Lab Building Repurpose	\$284,000	\$0	\$284,000
11	C-I	PW	AW	Metrology Laboratory Upgrades	\$2,000,000	\$0	\$2,000,000
12	C-I	ISD	BH	Dockweiler Beach Gillis Restroom DM Repairs	\$19,000	-\$15,000	\$4,000
13	C-I	ISD	AO	Emergency Operations Center	\$0	\$0	\$0
14	C-I	ISD	AO	Culver City Courthouse DM Repairs	\$4,890,000	\$63,000	\$4,953,000
15	C-I	ISD	AO	Culver City Courthouse HVAC and Building DM Repairs	\$2,550,000	\$331,000	\$2,881,000
16	C-I	ISD	AO	Florence Firestone Comprehensive Child Care Center	\$76,000	-\$9,000	\$67,000
17	C-I	PW	ME	ME Mechanical, Fire Protection and Elevator DM Repairs	\$23,243,000	\$0	\$23,243,000
18	C-I	PW	ME	ME Administration-Investigations Dm Repairs	\$0	\$0	\$0
19	C-I	PW	BH	Manhattan Beach Marine Ave. Restroom DM Repairs	\$1,795,000	-\$800,000	\$995,000
20	C-I	PW	BH	Manhattan Beach: Concession Stand	\$0	\$0	\$0
21	C-I	PW	BH	Point Dume Restrooms 1, 2 & 3 DM Repairs	\$2,375,000	-\$800,000	\$1,575,000
22	C-I	PW	BH	Redondo Beach Avenue C Restroom DM Repairs	\$1,779,000	-\$300,000	\$1,479,000
23	C-I	PW	BH	Redondo Beach Knob Hill Restroom DM Repairs	\$1,446,000	-\$119,000	\$1,327,000
24	C-I	PW	BH	Zuma Beach Restrooms 4, 5, 6, 7 & 8 DM Repairs	\$9,689,000	\$0	\$9,689,000
25	C-I	PW	PH	Antelope Valley K-6 Building A&B DM Repairs	\$3,943,000	-\$1,650,000	\$2,293,000
26	C-I	PW	PH	Central Public Health Center DM Repairs	\$19,000,000	-\$7,000,000	\$12,000,000
27	C-I	PW	PH	Curtis Tucker Public Health Center DM Repairs	\$6,607,000	-\$1,000,000	\$5,607,000
28	C-I	PW	PH	Glendale PHC HVAC and Electrical DM Repairs	\$4,000,000	-\$1,700,000	\$2,300,000
29	C-I	PW	PH	Hollywood Wilshire Public Health Center DM Repairs	\$12,000,000	-\$3,000,000	\$9,000,000
30	C-I	PW	PH	Monrovia Public Health Center DM Repairs	\$5,430,000	-\$1,400,000	\$4,030,000
31	C-I	PW	PH	Pomona Public Health Center DM Repairs	\$8,898,000	\$0	\$8,898,000
32	C-I	PW	PH	Ruth Temple PHC Electrical DM Repairs	\$6,500,000	-\$1,500,000	\$5,000,000
33	C-I	PW	PH	Ruth Temple Public Health Center	\$0	\$0	\$0
34	C-I	PW	PH	Whittier Public Health Center DM Repairs	\$7,412,000	\$0	\$7,412,000
35	C-I	PW	PR	Alondra Park Dm Repairs	\$578,000	\$0	\$578,000
36	C-I	PW	PR	Arboretum Repairs	\$1,837,000	\$96,000	\$1,933,000
37	C-I	PW	PR	Arcadia Park Dm Repairs	\$524,000	\$2,000	\$526,000
38	C-I	PW	PR	Bassett Park Maintenance, Gymnasium	\$262,000	\$0	\$262,000
39	C-I	PW	PR	Bonelli Regional Park DM Repairs	\$670,000	\$1,000	\$671,000
40	C-I	PW	PR	Castaic Lake DM Repairs	\$1,036,000	\$0	\$1,036,000
41	C-I	PW	PR	City Terrace Park DM Repairs 2	\$402,000	\$0	\$402,000
42	C-I	PW	PR	Jesse Owens Park	\$250,000	\$0	\$250,000
43	C-I	PW	PR	Mayberry Park	\$634,000	\$0	\$634,000
44	C-I	PW	PR	Roosevelt Park DM Repairs	\$190,000	-\$19,000	\$171,000
45	C-I	PW	PR	Valleydale Park Office	\$300,000	\$0	\$300,000
46	C-I	PW	PR	Victoria Park DM Repairs	\$349,000	\$0	\$349,000
47	C-I	PW	PR	Whittier Narrows Park DM Repairs	\$418,000	\$12,000	\$430,000
48	C-I	ISD	IS	Downey ISD Employee Entrance	\$180,000	-\$14,000	\$166,000
49	C-I	ISD	IS	Eastern Avenue Crafts Shop HVAC Replacement Project	\$399,000	-\$25,000	\$374,000
50	C-I	ISD	IS	ISD Facilities Operations Service Building Dist. 3 DM Repairs	\$42,000	-\$20,000	\$22,000
51	C-I	ISD	IS	Lancaster Court	\$0	\$0	\$0
52	C-I	ISD	IS	Lancaster Courthouse/Central Plant	\$0	\$0	\$0
53	C-I	ISD	IS	Eastlake Juvenile Court Lot 55 Parking Structure	\$0	\$0	\$0
54	C-I	ISD	IS	ELA Civic Center Parking Structure 76 DM Repairs	\$1,763,000	\$0	\$1,763,000
55	C-I	ISD	IS	Olive View Cogeneration Plant (ISD)	\$316,000	-\$305,000	\$11,000
56	C-I	ISD	IS	Parking Garage Lot 14 Performing Arts Center DM Repairs	\$56,000	\$0	\$56,000
57	C-I	ISD	IS	ISD Pitchess Cogeneration Power Plant DM Repairs	\$90,000	-\$68,000	\$22,000
58	C-I	ISD	MH	East San Gabriel Valley Mental Health Center DM Repairs	\$1,059,000	\$261,000	\$1,320,000
59	C-I	ISD	MH	Edmund D. Edelman Westside MH Center DM Repairs	\$384,000	-\$78,000	\$306,000
60	C-I	PW	NH	George C Page Museum MEP DM Repairs	\$5,000,000	-\$2,200,000	\$2,800,000
61	C-I	PW	NH	Natural History Museum Repairs	\$8,933,000	-\$2,500,000	\$6,433,000
62	C-I	ISD	PR	Adventure Park Activities Building DM Repairs	\$21,000	-\$16,000	\$5,000
63	C-I	ISD	PR	Alondra Park Electrical Room DM Repairs	\$0	\$0	\$0
64	C-I	ISD	PR	Amelia Mayberry Park Gymnasium DM Repairs	\$0	\$0	\$0
65	C-I	ISD	PR	Apollo Community Regional Park- Pump Room DM Repairs	\$48,000	-\$42,000	\$6,000
66	C-I	ISD	PR	Athens Park Activities Building DM Repairs	\$6,000	-\$5,000	\$1,000
67	C-I	ISD	PR	Belvedere Park Gym DM Repairs	\$61,000	-\$21,000	\$40,000
68	C-I	ISD	PR	Belvedere Park Snack Bar	\$0	\$0	\$0
69	C-I	ISD	PR	Campanella Park - Recreation Building DM Repairs	\$1,243,000	-\$647,000	\$596,000
70	C-I	ISD	PR	Cerritos Regional County Park Electrical Substation DM Repairs	\$14,000	-\$12,000	\$2,000
71	C-I	ISD	PR	Charles Farnsworth Park Regional Office	\$151,000	-\$19,000	\$132,000
72	C-I	ISD	PR	Crescenta Valley Park Service Building DM Repairs	\$706,000	-\$312,000	\$394,000

No.	Cohort	Org	Dept	Project Name	Board Approved		
					TPCE on 11/30/2021	TPCE Changes	Revised TPCE
73	C-I	ISD	PR	Dalton Park Roof Structure DM Repairs	\$418,000	-\$147,000	\$271,000
74	C-I	ISD	PR	Descanso Gardens - Tea House DM Repairs	\$0	\$0	\$0
75	C-I	ISD	PR	Dexter Gymnasium/Recreation Building DM Repairs	\$49,000	-\$24,000	\$25,000
76	C-I	ISD	PR	Eastside Eddie Heredia Boxing Club DM Repairs	\$2,271,000	-\$51,000	\$2,220,000
77	C-I	ISD	PR	George Carver Park Activity Building	\$0	\$0	\$0
78	C-I	ISD	PR	Hart Park Residence Museum And Patios DM Repairs	\$0	\$0	\$0
79	C-I	ISD	PR	Highland Camrose Bungalow H DM Repairs	\$0	\$0	\$0
80	C-I	ISD	PR	Hollywood Bowl - Restroom 1 & Office DM Repairs	\$21,000	-\$15,000	\$6,000
81	C-I	ISD	PR	Hollywood Bowl - Lighting Booth DM Repairs	\$0	\$0	\$0
82	C-I	ISD	PR	Hollywood Bowl - Museum & Main Kitchen	\$288,000	-\$266,000	\$22,000
83	C-I	ISD	PR	Hollywood Bowl - Volunteer Cottage	\$31,000	\$0	\$31,000
84	C-I	ISD	PR	Ladera Park Recreation Building/ Office	\$17,000	-\$2,000	\$15,000
85	C-I	ISD	PR	Loma Alta Park Gym/Multi-Purpose Room	\$0	\$0	\$0
86	C-I	ISD	PR	Marshal Canyon Tree Farm	\$0	\$0	\$0
87	C-I	ISD	PR	Obregon Park Multipurpose Building	\$244,000	-\$134,000	\$110,000
88	C-I	ISD	PR	Pamela Park Recreation Building	\$55,000	-\$39,000	\$16,000
89	C-I	ISD	PR	Placerita Canyon Nature Center, Nature Study Room	\$0	\$0	\$0
90	C-I	ISD	PR	Ruben Salazar-Clubhouse	\$313,000	\$0	\$313,000
91	C-I	ISD	PR	Santa Clarita Valley Senior Center	\$107,000	-\$2,000	\$105,000
92	C-I	ISD	PR	Santa Fe Dam Rec Area - Jr Lifeguard	\$0	\$0	\$0
93	C-I	ISD	PR	Saybrook Park Recreation Building DM Repairs	\$1,192,000	-\$203,000	\$989,000
94	C-I	ISD	PR	Sorensen Activities & Recreation Building DM Repairs	\$656,000	-\$171,000	\$485,000
95	C-I	ISD	PR	South Services Agency Mechanical Shops	\$80,000	-\$54,000	\$26,000
96	C-I	ISD	PR	Steinmetz Park Recreation Building	\$21,000	-\$10,000	\$11,000
97	C-I	ISD	PR	Steinmetz Park Senior Center DM Repairs	\$1,336,000	-\$156,000	\$1,180,000
98	C-I	ISD	PR	Ted Watkins Comfort Station 2	\$27,000	\$0	\$27,000
99	C-I	ISD	PR	Tesoro Adobe Historic Park, Wash House	\$83,000	-\$42,000	\$41,000
100	C-I	ISD	PR	WNRA Parks Bureau Police Station & Nature Center DM Repairs	\$926,000	\$268,000	\$1,194,000
101	C-I	ISD	PH	Burbank Public Health Center DM Repairs	\$1,724,000	\$35,000	\$1,759,000
102	C-I	ISD	PH	Pacoima Public Health Center DM Repairs	\$1,962,000	-\$9,000	\$1,953,000
103	C-I	ISD	PH	Public Health Laboratories Building 1100 DM Repairs	\$406,000	-\$11,000	\$395,000
104	C-I	ISD	PH	Public Health Laboratories Building 1100 DM Repairs	\$570,000	-\$279,000	\$291,000
105	C-I	ISD	PH	Whittier Public Health Center DM Repairs	\$0	\$0	\$0
106	C-I	ISD	PL	Angelo M Iacoboni Library DM Repairs	\$2,811,000	\$275,000	\$3,086,000
107	C-I	ISD	PL	Anthony Quinn Library	\$349,000	-\$190,000	\$159,000
108	C-I	ISD	PL	Anthony Quinn Library DM Repairs	\$467,000	\$191,000	\$658,000
109	C-I	ISD	PL	Carson Library DM Repairs	\$0	\$0	\$0
110	C-I	ISD	PL	City Terrace Library	\$0	\$0	\$0
111	C-I	ISD	PL	Claremont Library	\$419,000	-\$229,000	\$190,000
112	C-I	ISD	PL	Compton Library	\$398,000	\$0	\$398,000
113	C-I	ISD	PL	East Los Angeles Library	\$0	\$0	\$0
114	C-I	ISD	PL	Florence Library	\$0	\$0	\$0
115	C-I	ISD	PL	Gardena Mayme Dear Library	\$571,000	-\$317,000	\$254,000
116	C-I	ISD	PL	Graham Library	\$187,000	-\$45,000	\$142,000
117	C-I	ISD	PL	Hacienda Heights Library DM Repairs	\$1,074,000	-\$32,000	\$1,042,000
118	C-I	ISD	PL	Hawthorne Library	\$1,093,000	-\$44,000	\$1,049,000
119	C-I	ISD	PL	Huntington Park Library	\$1,101,000	-\$293,000	\$808,000
120	C-I	ISD	PL	Culver City Julian Dixon Library	\$978,000	\$0	\$978,000
121	C-I	ISD	PL	La Canada-Flintridge Library	\$532,000	-\$256,000	\$276,000
122	C-I	ISD	PL	La Mirada Library DM Repairs	\$1,874,000	-\$1,110,000	\$764,000
123	C-I	ISD	PL	La Puente Library DM Repairs	\$55,000	-\$44,000	\$11,000
124	C-I	ISD	PL	Lawndale Library	\$107,000	-\$31,000	\$76,000
125	C-I	ISD	PL	Leland R Weaver Library	\$310,000	\$0	\$310,000
126	C-I	ISD	PL	Masao W Satow Library	\$217,000	-\$207,000	\$10,000
127	C-I	ISD	PL	Norwalk Library	\$605,000	-\$62,000	\$543,000
128	C-I	ISD	PL	Paramount Library	\$0	\$0	\$0
129	C-I	ISD	PL	Rivera Library	\$392,000	\$0	\$392,000
130	C-I	ISD	PL	Rosemead Library DM Repairs	\$115,000	-\$49,000	\$66,000
131	C-I	ISD	PL	San Dimas Library	\$484,000	-\$293,000	\$191,000
132	C-I	ISD	PL	Sorensen Library	\$0	\$0	\$0
133	C-I	ISD	PL	South El Monte Library	\$252,000	-\$31,000	\$221,000
134	C-I	ISD	PL	Walnut Library	\$547,000	-\$398,000	\$149,000
135	C-I	ISD	PL	West Covina Regional Library DM Repairs	\$1,502,000	-\$376,000	\$1,126,000
136	C-I	ISD	PL	Woodcrest Library	\$729,000	-\$573,000	\$156,000
137	C-I	ISD	PB	Barry J. Nidorf Dorm Guard Post DM Repairs	\$18,000	-\$9,000	\$9,000
138	C-I	ISD	PB	Barry J Nidorf Juvenile Hall Infirmary 13 DM Repairs	\$1,093,000	\$449,000	\$1,542,000
139	C-I	ISD	PB	Barry J. Nidorf Juvenile Hall Parking Structure DM Repairs	\$59,000	-\$57,000	\$2,000
140	C-I	ISD	PB	Barry J. Nidorf B Drm AB6,ED8,GH9,LM11	\$0	\$0	\$0
141	C-I	ISD	PB	Barry J. Nidorf Juvenile Hall N Area School Office 4 DM Repairs	\$84,000	-\$77,000	\$7,000
142	C-I	ISD	PB	Barry J. Nidorf Juvenile Hall - Dorm E	\$0	\$0	\$0
143	C-I	ISD	PB	Barry J. Nidorf Juvenile Hall - Dorm G	\$0	\$0	\$0
144	C-I	ISD	PB	Barry J. Nidorf Juvenile Hall - Dorm L	\$0	\$0	\$0
145	C-I	ISD	PB	Camp Glenn Rocky Administration Building DM Repairs	\$86,000	-\$6,000	\$80,000

No.	Cohort	Org	Dept	Project Name	Board Approved		
					TPCE on 11/30/2021	TPCE Changes	Revised TPCE
146	C-I	ISD	PB	Camp Glenn Rockey Maintenance Building DM Repairs	\$138,000	-\$89,000	\$49,000
147	C-I	ISD	PB	Camp Glenn Rockey Recreation Building DM Repairs	\$3,807,000	-\$2,679,000	\$1,128,000
148	C-I	ISD	PB	Camp Glenn Rockey School Building DM Repairs	\$99,000	\$0	\$99,000
149	C-I	ISD	PB	Camp Scott Recreation Building DM Repairs	\$1,918,000	-\$32,000	\$1,886,000
150	C-I	ISD	PB	Central Juvenile Hall Boys School Building 9	\$66,000	-\$15,000	\$51,000
151	C-I	ISD	PB	Central Juvenile Hall Electrical Enclosure	\$338,000	\$0	\$338,000
152	C-I	ISD	PB	Centr Juv Hall Modular Medical Clinic	\$160,000	-\$150,000	\$10,000
153	C-I	ISD	PB	CJH Building 5A Girls Classroom DM Repairs	\$625,000	\$7,000	\$632,000
154	C-I	ISD	PB	CJH Building 5B Boys Classroom DM Repairs	\$404,000	\$0	\$404,000
155	C-I	ISD	PB	Central Juvenile Hall Electrical Encl	\$0	\$0	\$0
156	C-I	ISD	PB	Central Juvenile Hall Girls School 5B	\$315,000	-\$210,000	\$105,000
157	C-I	ISD	PB	Central Juvenile Hall Lathrop Hall 3	\$786,000	-\$166,000	\$620,000
158	C-I	ISD	PB	CJH Fire Alarm DM Repairs	\$2,865,000	-\$97,000	\$2,768,000
159	C-I	ISD	PB	Central Juvenile Hall Bldgs. 10A and 16/17 DM Repairs	\$6,039,000	-\$59,000	\$5,980,000
160	C-I	ISD	PB	Dorothy Kirby Classroom B DM Repairs	\$2,473,000	-\$910,000	\$1,563,000
161	C-I	ISD	PB	Los Padrinos Boys Dorm E/F 4	\$0	\$0	\$0
162	C-I	ISD	PB	Los Padrinos Girls Dorm J 10- Dm Repai	\$0	\$0	\$0
163	C-I	ISD	PB	Los Padrinos Girls Dorm P/Q 2-SHU DM Repairs	\$0	\$0	\$0
164	C-I	ISD	PB	Los Padrinos JH Boy's Classroom/Gym 7	\$0	\$0	\$0
165	C-I	ISD	PB	Los Padrinos Boys Dorm A/B 6	\$0	\$0	\$0
166	C-I	ISD	PB	Los Padrinos Boys Dorm C/D 5	\$0	\$0	\$0
167	C-I	ISD	PB	Los Padrinos Boys Dorm L/M 13	\$0	\$0	\$0
168	C-I	ISD	PB	Los Padrinos Juvenile Hall - Boy's Dorm N/O 14	\$0	\$0	\$0
169	C-I	ISD	PB	Los Padrinos Central Plant Building	\$0	\$0	\$0
170	C-I	ISD	PB	Los Padrinos Juvenile Courthouse 1 DM Repairs	\$26,000	\$0	\$26,000
171	C-I	ISD	PB	Los Padrinos Girls Classroom / Gym 15	\$0	\$0	\$0
172	C-I	ISD	PB	Los Padrinos Juvenile Hall - Boys Dorm E/F	\$0	\$0	\$0
173	C-I	ISD	PB	Los Padrinos Kitchen/Dining Room 8	\$0	\$0	\$0
174	C-I	ISD	PB	Northeast Juvenile Justice Center Building 1 DM Repairs	\$2,500,000	-\$207,000	\$2,293,000
175	C-I	ISD	PB	Probation East San Fernando Valley Area Office DM Repairs	\$277,000	-\$75,000	\$202,000
176	C-I	ISD	PS	Cudahy Public Social Services	\$0	\$0	\$0
177	C-I	ISD	PS	Belvedere District DPSS Parking Structure DM Repairs	\$871,000	-\$708,000	\$163,000
178	C-I	ISD	PS	Lincoln Heights WS District Office DM Repairs	\$447,000	-\$109,000	\$338,000
179	C-I	ISD	PS	Metro Special District Office DM Repairs	\$0	\$0	\$0
180	C-I	ISD	RR	RR/CC HQ Generator and Switch Replacement	\$3,142,000	\$0	\$3,142,000
181	C-I	ISD	RR	Harry Hufford RR CC DM Repairs	\$4,403,000	-\$208,000	\$4,195,000
182	C-I	ISD	RR	Van Nuys County Admin Center Building DM Repairs	\$3,578,000	\$430,000	\$4,008,000
183	C-I	ISD	AD	Centro Maravilla Service Center Building B DM Repairs	\$2,804,000	\$794,000	\$3,598,000
184	C-I	ISD	AD	San Gabriel Valley Service Center DM Repairs	\$1,811,000	-\$831,000	\$980,000
185	C-I	ISD	AD	San Pedro Service Center	\$3,626,000	-\$3,604,000	\$22,000
186	C-I	ISD	AD	Antelope Valley Senior Center	\$0	\$0	\$0
187	C-II	ISD	ACC	Baldwin Park ACC Admin and Kennel D DM Repairs	\$126,000	\$0	\$126,000
188	C-II	ISD	ACC	Carson ACC Kennels 1-3 and Cattery 3 DM Repairs	\$1,236,000	-\$293,000	\$943,000
189	C-II	ISD	ACC	Castaic ACC Kennel Building DM Repairs	\$700,000	-\$452,000	\$248,000
190	C-II	ISD	ACC	Downey ACC Admin Bldg. and Kennel 2 DM Repairs	\$1,440,000	-\$429,000	\$1,011,000
191	C-II	ISD	ACC	Lancaster ACC Utility Bldg. HVAC DM Repairs	\$27,000	\$0	\$27,000
192	C-II	ISD	BH	Will Rogers SB Restrooms A/Concession DM Repairs	\$42,000	\$0	\$42,000
193	C-II	ISD	BS	Hall of Administration Plumbing/HVAC DM Repairs	\$9,663,000	-\$3,748,000	\$5,915,000
194	C-II	ISD	AO	Culver City Courthouse Roof and Site DM Repairs	\$1,417,000	-\$237,000	\$1,180,000
195	C-II	ISD	AO	Malibu Admin & Investigations Site DM Repairs	\$1,059,000	-\$613,000	\$446,000
196	C-II	PW	BS	Hall of Administration Fire Protection DM Repairs	\$20,000,000	\$2,630,000	\$22,630,000
197	C-II	ISD	CH	Willowbrook CCCC Fire Protection DM Repairs	\$433,000	-\$128,000	\$305,000
198	C-II	PW	ME	Coroner Admin & Investigations Site DM Repairs	\$0	\$0	\$0
199	C-II	PW	DA	Hall of Records Roof and Fire Protection DM Repairs	\$20,769,000	\$0	\$20,769,000
200	C-II	PW	DA	Hall of Records Window Washing Apparatus DM Repairs	\$3,550,000	-\$1,100,000	\$2,450,000
201	C-II	ISD	IS	Adams and Grand Complex Lot 46 HVAC DM Repairs	\$488,000	-\$139,000	\$349,000
202	C-II	ISD	IS	FOS District 2 Service Building Roof DM Repairs	\$953,000	-\$267,000	\$686,000
203	C-II	ISD	IS	Eastern Avenue Complex Crafts/Warehouse HVAC DM Repairs	\$7,489,000	-\$2,382,000	\$5,107,000
204	C-II	ISD	IS	Regional Facilities Construction Division Roof DM Repairs	\$1,242,000	-\$100,000	\$1,142,000
205	C-II	PW	SH	CRDF Roof Elevator and Fire Protection DM Repairs	\$29,023,000	\$0	\$29,023,000
206	C-II	PW	SH	Crescenta Valley Station	\$1,068,000	-\$300,000	\$768,000
207	C-II	PW	SH	East Los Angeles Station C.O.P.S. Building	\$2,080,000	-\$300,000	\$1,780,000
208	C-II	PW	SH	Norwalk Station	\$7,456,000	\$0	\$7,456,000
209	C-II	PW	SH	PDC Roof, HVAC and Water Distribution (eBR) DM Repairs	\$11,700,000	\$0	\$11,700,000
210	C-II	PW	SH	San Dimas Station	\$1,373,000	\$0	\$1,373,000
211	C-II	PW	SH	Twin Towers Correctional Facility (Elevators eBR)	\$44,841,000	\$0	\$44,841,000
212	C-II	PW	SH	Walnut / Diamond Bar Regional Station	\$2,069,000	-\$1,100,000	\$969,000
213	C-II	PW	SH	West Hollywood Station	\$1,127,000	-\$400,000	\$727,000
214	C-II	PW	NH	Natural History Museum Warehouse Fire Protection DM Repairs	\$9,203,000	\$0	\$9,203,000
215	C-II	ISD	PL	Carson Library Fire Protection DM Repairs	\$1,916,000	\$1,119,000	\$3,035,000
216	C-II	ISD	PL	Norwalk Library Storage	\$0	\$7,000	\$7,000
217	C-II	ISD	PL	San Dimas Library HVAC DM Repairs	\$2,795,000	-\$1,116,000	\$1,679,000

No.	Cohort	Org	Dept	Project Name	Board Approved TPCE on		
					11/30/2021	TPCE Changes	Revised TPCE
218	C-II	ISD	PL	West Covina Library HVAC DM Repairs	\$8,370,000	-\$1,006,000	\$7,364,000
219	C-II	ISD	PB	Afflerbaugh Dorm & Rec Bldg. Electrical DM Repairs	\$2,496,000	-\$2,230,000	\$266,000
220	C-II	ISD	PB	Glenn Rockey Dorm, Admin & School Fire System DM Repairs	\$867,000	-\$312,000	\$555,000
221	C-II	ISD	PB	Camp Glenn Rockey School Annex HVAC DM Repairs	\$42,000	\$0	\$42,000
222	C-II	ISD	PB	Camp Glenn Rockey Pump House Plumbing DM Repairs	\$3,176,000	-\$338,000	\$2,838,000
223	C-II	ISD	PB	Camp Scudder Administration Fire Protection DM Repairs	\$246,000	-\$84,000	\$162,000
224	C-II	ISD	PB	Scudder School Bldg. Roof & Fire Protection DM Repairs	\$507,000	-\$115,000	\$392,000
225	C-II	ISD	PB	Kirby Center Admin HVAC and Site Improvement DM Repairs	\$2,588,000	-\$1,006,000	\$1,582,000
226	C-II	ISD	PB	Kirby Center Classroom A Site DM Repairs	\$188,000	-\$109,000	\$79,000
227	C-II	ISD	PB	Kirby Center Cottages A & B MEP and Site DM Repairs	\$3,485,000	-\$864,000	\$2,621,000
228	C-II	ISD	PB	Kirby Center Cottages C & D MEP and Site DM Repairs	\$3,329,000	-\$830,000	\$2,499,000
229	C-II	ISD	PB	Kirby Center Cottages E & F MEP and Site DM Repairs	\$3,350,000	-\$832,000	\$2,518,000
230	C-II	ISD	PB	Kirby Center Kitchen/Cafeteria Plumbing DM Repairs	\$883,000	-\$820,000	\$63,000
231	C-II	ISD	PB	Kirby Center Recreation BLDG. MEP and Site DM Repairs	\$1,464,000	-\$352,000	\$1,112,000
232	C-II	ISD	PB	Kirby Center Security Cottage Roof & Electrical DM Repairs	\$1,418,000	-\$360,000	\$1,058,000
233	C-II	ISD	PB	Kirby Center Service Bldg. Plumbing DM Repairs	\$332,000	-\$264,000	\$68,000
234	C-II	ISD	PB	Prob Downey Adm Cter Isd/Its Data Stor	\$0	\$0	\$0
235	C-II	ISD	PB	Probation East Los Angeles Area Office	\$1,999,000	-\$286,000	\$1,713,000
236	C-II	ISD	PS	Metro East AP District Office HVAC and Roof DM Repairs	\$7,911,000	-\$3,482,000	\$4,429,000
237	C-II	ISD	PS	Cudahy AP Dist. Roof Fire Protection & HVAC DM Repairs	\$13,335,000	-\$12,716,000	\$619,000
238	C-II	ISD	PS	Florence AP District Office	\$6,635,000	-\$3,766,000	\$2,869,000
239	C-II	ISD	PS	Pasadena AP District Office	\$2,812,000	\$0	\$2,812,000
240	C-II	ISD	PS	Pomona WS District Office	\$5,361,000	-\$2,922,000	\$2,439,000
241	C-II	ISD	PS	South Central AP District Office	\$5,876,000	\$550,000	\$6,426,000
242	C-II	ISD	SH	CRDF Roof Project	\$0	\$3,088,000	\$3,088,000
243	C-II	ISD	SH	Sherman Block Sheriff's Headquarters Building (eBR)	\$652,000	\$8,548,000	\$9,200,000
244	C-II	ISD	SH	Altadena Station Backhouse 3	\$39,000	\$0	\$39,000
245	C-II	ISD	SH	Detective Services East	\$2,922,000	\$0	\$2,922,000
246	C-II	ISD	SH	Biscailuz RTC SEB Kitchen/Mess Hall DM Repairs	\$1,021,000	-\$335,000	\$686,000
247	C-II	ISD	SH	Biscailuz RTC Laser Village DM Repairs	\$0	\$0	\$0
248	C-II	ISD	SH	Lynwood Regional Justice Center	\$10,819,000	-\$9,211,000	\$1,608,000
249	C-II	ISD	SH	Pico Rivera Station	\$1,805,000	\$679,000	\$2,484,000
250	C-II	ISD	SH	Scientific Services Bureau Laboratory	\$2,686,000	-\$790,000	\$1,896,000
251	C-II	ISD	SH	Walnut / Diamond Bar Regional Station C.O.P.S. Trailer	\$32,000	\$0	\$32,000
252	C-II	ISD	AD	Antelope Valley SC Roof Plumbing & HVAC DM Repairs	\$828,000	-\$13,000	\$815,000
253	C-III	ISD	BH	Torrance Beach-Clifton DM Improvements	\$963,000	\$0	\$963,000
254	C-III	ISD	BS	Hall of Administration HVAC & Electrical System Replacement	\$16,129,000	\$0	\$16,129,000
255	C-III	ISD	AO	East LA County Hall HVAC System Replacement	\$901,000	\$0	\$901,000
256	C-III	ISD	DA	Hall of Records Basement MEP DM Replacement	\$12,225,000	\$0	\$12,225,000
257	C-III	ISD	AO	Malibu Admin Center and Library Roof & HVAC Replacements	\$15,207,000	-\$6,000,000	\$9,207,000
258	C-III	PW	DA	Hall of Records Fire Sprinkler System Installation	\$12,600,000	\$2,200,000	\$14,800,000
259	C-III	PW	SH	Lomita Station Electrical, Fire & HVAC System Replacement	\$3,884,000	\$0	\$3,884,000
260	C-III	PW	SH	McCourtney Complex Replace Electrical & Fire Alarm Systems	\$5,692,000	\$0	\$5,692,000
261	C-III	PW	SH	Norwalk Station Electrical System Replacement and Site Repairs	\$7,465,000	\$0	\$7,465,000
262	C-III	PW	SH	San Dimas Station Annex Building Repairs	\$500,000	\$0	\$500,000
263	C-III	PW	SH	Scientific Services Bur. Lab. Replace HVAC & Electrical Sys.	\$9,789,000	\$0	\$9,789,000
264	C-III	ISD	PR	Allen J Martin Park Shade Structure & Electrical Shed Roof Replacement	\$124,000	-\$5,000	\$119,000
265	C-III	ISD	PR	Alondra Park Auditorium HVAC System Replacement	\$3,930,000	\$0	\$3,930,000
266	C-III	ISD	PR	Arboretum Volunteer Building System Replacements	\$1,131,000	\$0	\$1,131,000
267	C-III	ISD	PR	Arboretum East Propagation Greenhouse System Replacements	\$1,312,000	-\$500,000	\$812,000
268	C-III	ISD	PR	Belvedere Park Maintenance Building Roof & HVAC Replacement	\$270,000	\$202,000	\$472,000
269	C-III	ISD	PR	Castaic Lake First Aid Kiosk Roof Replacement	\$107,000	\$0	\$107,000
270	C-III	ISD	PR	City Terrace Park Recreation Office Roof Replacement	\$1,178,000	-\$990,000	\$188,000
271	C-III	ISD	PR	F.D. Roosevelt Park Gym./Comm. Building Roof Replacement	\$2,294,000	\$0	\$2,294,000
272	C-III	ISD	PR	El Cariso Park Maintenance Building Roof Structure Repair	\$738,000	\$0	\$738,000
273	C-III	ISD	PR	Enterprise Park Gymnasium Electrical System Repairs	\$308,000	\$0	\$308,000
274	C-III	ISD	PR	Los Robles Park Recreation Building Roof Replacement	\$477,000	\$0	\$477,000
275	C-III	ISD	PR	Mary M. Bethune Park Gymnasium HVAC System Replacement	\$1,888,000	\$1,052,000	\$2,940,000
276	C-III	ISD	PR	Obregon Park Gymnasium HVAC & Roof Replacement	\$3,842,000	-\$957,000	\$2,885,000
277	C-III	ISD	PR	Parks & Rec East Services Agency Roof and HVAC Systems Replacement	\$812,000	\$0	\$812,000
278	C-III	ISD	PR	Ringrove Park Recreation Building Roof Replacement	\$219,000	-\$100,000	\$119,000
279	C-III	ISD	PR	Rowland Heights Park Maintenance Building Roof Replacement	\$410,000	-\$346,000	\$64,000
280	C-III	ISD	PR	Ruben Salazar Park Gym Electrical & Roof Repairs	\$1,007,000	-\$600,000	\$407,000
281	C-III	ISD	PR	Saybrook Park Recreation Building Roof System Replacement	\$31,000	\$0	\$31,000
282	C-III	ISD	PR	South Coast Botanic Garden Service Building Roof Replacement	\$186,000	\$132,000	\$318,000
283	C-III	ISD	PR	Victoria Park Gymnasium HVAC & Roof Replacement	\$3,973,000	\$0	\$3,973,000
284	C-III	ISD	PH	Ferguson Administrative Complex Roof Replacement	\$9,993,000	-\$3,000,000	\$6,993,000
285	C-III	ISD	PL	La Canada Flintridge Library HVAC Chiller Replacement	\$756,000	\$0	\$756,000
286	C-III	ISD	PL	Montebello Library Roof and Drainage Replacement	\$2,589,000	-\$476,000	\$2,113,000
287	C-III	ISD	PL	West Covina Regional Library Electrical & Elevator Repairs	\$852,000	\$0	\$852,000
288	C-III	ISD	PB	Barry J Nidorf Juvenile Hall Dorm HVAC System Replacements	\$8,723,000	\$0	\$8,723,000
289	C-III	ISD	PB	Camp Afflerbaugh Dorm, School & Kitchen System Replacements	\$12,176,000	-\$8,158,000	\$4,018,000
290	C-III	ISD	PB	Camp Paige Various Building System Replacements	\$11,128,000	-\$5,998,000	\$5,130,000

No.	Cohort	Org	Dept	Project Name	Board Approved TPCE on		
					11/30/2021	TPCE Changes	Revised TPCE
291	C-III	ISD	PB	Camp Scott Pumps Houses 1 & 2 Roof Replacements	\$910,000	\$0	\$910,000
292	C-III	ISD	PS	Adams and Grand Complex Power Plant Roof Replacement	\$1,070,000	\$0	\$1,070,000
293	C-III	ISD	PS	Adams & Grand Complex Roofing, Elevators & Fire Protection	\$14,665,000	\$0	\$14,665,000
294	C-III	ISD	PS	Belvedere AP District Office Electrical System Replacements	\$5,928,000	-\$1,000,000	\$4,928,000
295	C-III	ISD	SH	Avalon Station HVAC System Replacement	\$1,959,000	-\$1,000,000	\$959,000
296	C-III	ISD	SH	East Los Angeles Station Roof and HVAC Replacements	\$6,806,000	\$0	\$6,806,000
297	C-III	ISD	SH	Biscailuz Regional Training Center HVAC System Replacement	\$1,042,000	\$0	\$1,042,000
298	C-III	ISD	SH	Lakewood Station Roof Replacement	\$908,000	\$0	\$908,000
299	C-III	ISD	SH	Malibu/Lost Hills Station Roof Replacement	\$1,411,000	-\$600,000	\$811,000
300	C-III	ISD	SH	North County Correctional Facility Replace Fire Alarm System	\$2,431,000	\$0	\$2,431,000
301	C-III	ISD	SH	San Dimas Station 2	\$0	\$0	\$0
302	C-III	ISD	SH	RLASC-Sheriff Crime Lab Replace Roof and Electrical System	\$2,561,000	\$0	\$2,561,000
303	C-III	ISD	SH	Twin Towers Correctional Central Plant Replace HVAC & Roof	\$11,995,000	\$12,000,000	\$23,995,000
304	C-III	ISD	SH	Youth Athletic Program-A Building Repairs	\$2,886,000	-\$700,000	\$2,186,000
305	C-III	PW	TTC	Public Admin. Warehouse Replace Roof, HVAC & Electrical Sys.	\$17,250,000	\$4,000,000	\$21,250,000
306	C-III	ISD	AD	East LA Service Center Plumbing Replacement	\$1,303,000	-\$200,000	\$1,103,000
307	C-IV	PW	BS	Hall of Administration Electrical System Replacement	\$0	\$36,644,000	\$36,644,000
308	C-IV	PW	DA	Hall of Records Electrical System Replacement	\$0	\$40,000,000	\$40,000,000
309	C-IV	ISD	PR	Belvedere Park Gym Electrical and Lighting Systm Replacement	\$0	\$1,077,000	\$1,077,000
310	C-IV	ISD	PR	Del Aire Park Gym Electrical System Replacement	\$0	\$382,000	\$382,000
311	C-IV	ISD	PR	El Cariso Park Recreation Bldg Roofing System Replacement	\$0	\$467,000	\$467,000
312	C-IV	ISD	PR	Enterprise Park Gym HVAC System Replacement	\$0	\$869,000	\$869,000
313	C-IV	ISD	PR	Ringrove Park Recreation Bldg Lighting System Replacement	\$0	\$218,000	\$218,000
314	C-IV	ISD	PS	Florence AP District Office Electrical System Replacement	\$0	\$1,758,000	\$1,758,000
315	C-IV	ISD	PL	Montebello Library Electrical System Replacement	\$0	\$1,174,000	\$1,174,000
316	C-IV	ISD	PB	Camp Afflerbaugh Admin Bldg Elec and Light Sys Replacements	\$0	\$333,000	\$333,000
317	C-IV	ISD	PB	Camp Afflerbaugh Electrical Vault System Replacement	\$0	\$193,000	\$193,000
318	C-IV	ISD	PB	Camp Afflerbaugh Recreation Building HVAC System Replacement	\$0	\$327,000	\$327,000
319	C-IV	ISD	PB	Camp Glenn Rockey Admin Bldg Electrical System Replacement	\$0	\$172,000	\$172,000
320	C-IV	ISD	PB	Camp Glenn Rockey Generator Rm Electrical System Replacement	\$0	\$223,000	\$223,000
321	C-IV	ISD	PB	Dorothy Kirby Center Classroom A HVAC System Replacement	\$0	\$1,109,000	\$1,109,000
322	C-IV	ISD	PB	Dorothy Kirby Center Security Cottage HVAC Systm Replacement	\$0	\$3,562,000	\$3,562,000
323	C-IV	ISD	RR	Harry Hufford RR CC Chillers Replacement	\$0	\$11,690,000	\$11,690,000
Total					\$739,809,000	\$10,191,000	\$750,000,000

Implementing				FY 22-23 Approved				FY22-23	FY22-23	FY22-23	FY22-23 Budget	FY22-23 Budget	FY22-23	FY 22-23 EM	FY 22-23 A01	FY 22-23 J26	FY22-23
No.	Cohort	Dept	Dept	Project Name	EM No.	CP A01 No.	CP J26 No.	Budget EM	Approved Budget GF	Approved Budget SF	Adjustments for EM	Adjustments A01	Budget Adjustments J26	Revised Budget	Revised Budget	Revised Budget	Revised Budget
1	C-I	ISD	AD	Centro Maravilla Service Center Building B DM Repairs	89035	87528	89207	\$0	\$0	\$144,000	\$0	\$0	-\$144,000	\$0	\$0	\$0	\$0
2	C-I	ISD	AO	Culver City Courthouse DM Repairs	89123	87545	89168	\$0	\$0	\$37,000	\$0	\$0	-\$37,000	\$0	\$0	\$0	\$0
3	C-I	ISD	AO	Culver City Courthouse HVAC and Building DM Repairs	89131	87544	89169	\$0	\$0	\$63,000	\$0	\$0	-\$63,000	\$0	\$0	\$0	\$0
4	C-I	PW	AW	Metrology Laboratory Upgrades		87262		\$0	\$268,000	\$0	\$0	\$0	\$0	\$0	\$268,000	\$0	\$268,000
5	C-I	PW	BH	Manhattan Beach Marine Ave. Restroom DM Repairs		87503	89163	\$0	\$0	\$875,000	\$0	\$0	-\$785,000	\$0	\$0	\$90,000	\$90,000
6	C-I	PW	BH	Point Dume Restrooms 1, 2 & 3 DM Repairs		87500	89164	\$0	\$0	\$1,065,000	\$0	\$0	-\$781,000	\$0	\$0	\$284,000	\$284,000
7	C-I	PW	BH	Redondo Beach Avenue C Restroom DM Repairs		87502	89165	\$0	\$18,000	\$808,000	\$0	-\$18,000	-\$300,000	\$0	\$0	\$508,000	\$508,000
8	C-I	PW	BH	Redondo Beach Knob Hill Restroom DM Repairs		87501	89166	\$0	\$84,000	\$1,715,000	\$0	-\$84,000	-\$1,715,000	\$0	\$0	\$0	\$0
9	C-I	PW	BH	Zuma Beach Restrooms 4, 5, 6, 7 & 8 DM Repairs		87499	89167	\$0	\$0	\$8,724,000	\$0	\$0	\$0	\$0	\$0	\$8,724,000	\$8,724,000
10	C-I	PW	ME	ME Mechanical, Fire Protection and Elevator DM Repairs		87496	89172	\$0	\$240,000	\$1,381,000	\$0	\$1,580,000	-\$1,381,000	\$0	\$1,820,000	\$0	\$1,820,000
11	C-I	PW	NH	George C Page Museum MEP DM Repairs		87554	89174	\$0	\$19,000	\$1,685,000	\$0	\$0	-\$1,164,000	\$0	\$19,000	\$521,000	\$540,000
12	C-I	PW	NH	Natural History Museum Repairs		87449		\$0	\$3,097,000	\$0	\$0	\$0	\$0	\$0	\$3,097,000	\$0	\$3,097,000
13	C-I	ISD	PB	Barry J Nidorf Juvenile Hall Infirmary 13 DM Repairs	89021	87516	89182	\$0	\$0	\$795,000	\$0	\$0	\$449,000	\$0	\$0	\$1,244,000	\$1,244,000
14	C-I	ISD	PB	Camp Glenn Rockey Administration Building DM Repairs	89063			\$71,000	\$0	\$0	\$0	\$0	\$0	\$71,000	\$0	\$0	\$71,000
15	C-I	ISD	PB	Camp Glenn Rockey Recreation Building DM Repairs	89022	87517	89183	\$0	\$86,000	\$2,793,000	\$0	-\$86,000	-\$2,593,000	\$0	\$0	\$200,000	\$200,000
16	C-I	ISD	PB	Camp Scott Recreation Building DM Repairs	89023	87518	89184	\$0	\$0	\$1,486,000	\$0	\$0	-\$318,000	\$0	\$0	\$1,168,000	\$1,168,000
17	C-I	ISD	PB	Central Juvenile Hall Bldgs. 10A and 16/17 DM Repairs	89025	87519	89185	\$0	\$0	\$768,000	\$0	\$0	-\$272,000	\$0	\$0	\$496,000	\$496,000
18	C-I	ISD	PB	Dorothy Kirby Classroom B DM Repairs	89026	87520	89186	\$0	\$0	\$175,000	\$0	\$0	-\$175,000	\$0	\$0	\$0	\$0
19	C-I	ISD	PB	Northeast Juvenile Justice Center Building 1 DM Repairs	89071		89187	\$0	\$0	\$283,000	\$0	\$0	-\$207,000	\$0	\$0	\$76,000	\$76,000
20	C-I	PW	PH	Antelope Valley K-6 Building A&B DM Repairs		87540	89198	\$0	\$0	\$1,134,000	\$0	\$0	-\$1,132,000	\$0	\$0	\$2,000	\$2,000
21	C-I	PW	PH	Central Public Health Center DM Repairs		87542	89190	\$0	\$27,000	\$5,626,000	\$0	\$17,000	-\$1,700,000	\$0	\$44,000	\$3,926,000	\$3,970,000
22	C-I	PW	PH	Curtis Tucker Public Health Center DM Repairs		87543	89191	\$0	\$359,000	\$5,913,000	\$0	-\$182,000	-\$1,543,000	\$0	\$177,000	\$4,370,000	\$4,547,000
23	C-I	PW	PH	Glendale PHC HVAC and Electrical DM Repairs		87497	89192	\$0	\$5,000	\$2,346,000	\$0	\$0	-\$1,499,000	\$0	\$5,000	\$847,000	\$852,000
24	C-I	PW	PH	Hollywood Wilshire Public Health Center DM Repairs		87536	89193	\$0	\$35,000	\$3,087,000	\$0	-\$18,000	\$0	\$0	\$17,000	\$3,087,000	\$3,104,000
25	C-I	PW	PH	Monrovia Public Health Center DM Repairs		87537	89194	\$0	\$52,000	\$3,580,000	\$0	\$2,000	-\$1,795,000	\$0	\$54,000	\$1,785,000	\$1,839,000
26	C-I	ISD	PH	Pacoima Public Health Center DM Repairs	89029	87522	89189	\$0	\$0	\$48,000	\$0	\$0	-\$8,000	\$0	\$0	\$40,000	\$40,000
27	C-I	PW	PH	Pomona Public Health Center DM Repairs		87538	89195	\$0	\$187,000	\$6,667,000	\$0	-\$136,000	\$0	\$0	\$51,000	\$6,667,000	\$6,718,000
28	C-I	PW	PH	Ruth Temple PHC Electrical DM Repairs		87498	89196	\$0	\$292,000	\$5,684,000	\$0	-\$192,000	-\$4,204,000	\$0	\$100,000	\$1,480,000	\$1,580,000
29	C-I	PW	PH	Whittier Public Health Center DM Repairs		87539	89197	\$0	\$0	\$3,835,000	\$0	\$0	\$2,578,000	\$0	\$0	\$6,413,000	\$6,413,000
30	C-I	ISD	PL	Angelo M Iacoboni Library DM Repairs	89030	87523	89199	\$0	\$0	\$1,000	\$0	\$0	-\$1,000	\$0	\$0	\$0	\$0
31	C-I	ISD	PL	Anthony Quinn Library DM Repairs		89031	87524	\$0	\$0	\$33,000	\$0	\$0	-\$33,000	\$0	\$0	\$0	\$0
32	C-I	ISD	PL	Hawthorne Library	78085			\$10,000	\$0	\$0	-\$10,000	\$0	\$0	\$0	\$0	\$0	\$0
33	C-I	ISD	PL	La Mirada Library DM Repairs	89033	87526	89202	\$0	\$110,000	\$1,000,000	\$0	-\$110,000	-\$1,000,000	\$0	\$0	\$0	\$0
34	C-I	ISD	PL	West Covina Regional Library DM Repairs	89083		89203	\$0	\$0	\$0	\$0	\$0	\$839,000	\$0	\$0	\$839,000	\$839,000
35	C-I	PW	PR	Alondra Park Dm Repairs				\$2,000	\$0	\$0	\$13,000	\$0	\$0	\$15,000	\$0	\$0	\$15,000
36	C-I	PW	PR	Arboretum Repairs		87451		\$0	\$1,434,000	\$0	\$0	-\$1,391,000	\$0	\$0	\$43,000	\$0	\$43,000
37	C-I	ISD	PR	Eastside Eddie Heredia Boxing Club DM Repairs	89013	87510	89177	\$0	\$0	\$18,000	\$0	\$0	-\$18,000	\$0	\$0	\$0	\$0
38	C-I	ISD	PR	Hart Park Residence Museum And Patios DM Repairs	89101			\$10,000	\$0	\$0	\$0	\$0	\$0	\$10,000	\$0	\$0	\$10,000
39	C-I	ISD	PR	WNRA Parks Bureau Police Station & Nature Center DM Repairs	89019	87515	89181	\$0	\$0	\$69,000	\$0	\$0	-\$69,000	\$0	\$0	\$0	\$0
40	C-I	ISD	RR	RR/CC HQ Generator and Switch Replacement	89129	87401	89206	\$0	\$0	\$40,000	\$0	\$0	-\$40,000	\$0	\$0	\$0	\$0
41	C-I	ISD	RR	Harry Hufford RR CC DM Repairs	89117	87547	89205	\$0	\$23,000	\$187,000	\$0	\$135,000	-\$89,000	\$0	\$158,000	\$98,000	\$256,000
42	C-I	ISD	RR	Van Nuys County Admin Center Building DM Repairs	89034	87527	89204	\$0	\$0	\$44,000	\$0	\$0	-\$44,000	\$0	\$0	\$0	\$0
43	C-II	ISD	ACC	Carson ACC Kennels 1-3 and Cattery 3 DM Repairs	90057	87615		\$0	\$250,000	\$0	\$0	-\$249,000	\$0	\$0	\$1,000	\$0	\$1,000
44	C-II	ISD	AD	Antelope Valley SC Roof Plumbing & HVAC DM Repairs	90134	87681		\$0	\$12,000	\$0	\$0	-\$4,000	\$0	\$0	\$8,000	\$0	\$8,000
45	C-II	ISD	AO	Culver City Courthouse Roof and Site DM Repairs	90069	87625		\$0	\$366,000	\$0	\$0	-\$365,000	\$0	\$0	\$1,000	\$0	\$1,000
46	C-II	ISD	AO	Malibu Admin & Investigations Site DM Repairs	90096	87631		\$0	\$577,000	\$0	\$0	-\$577,000	\$0	\$0	\$0	\$0	\$0
47	C-II	ISD	BS	Hall of Administration Plumbing/HVAC DM Repairs	90157	87619		\$0	\$190,000	\$0	\$0	-\$39,000	\$0	\$0	\$151,000	\$0	\$151,000
48	C-II	PW	BS	Hall of Administration Fire Protection DM Repairs		87621	89215	\$0	\$1,857,000	\$8,200,000	\$0	\$0	\$11,577,000	\$0	\$1,857,000	\$19,777,000	\$21,634,000
49	C-II	ISD	CH	Willowbrook CCCC Fire Protection DM Repairs	90081	87623		\$0	\$1,000	\$0	\$0	-\$1,000	\$0	\$0	\$0	\$0	\$0
50	C-II	PW	DA	Hall of Records Roof and Fire Protection DM Repairs		87624	89216	\$0	\$1,212,000	\$13,400,000	\$0	\$0	\$0	\$0	\$1,212,000	\$13,400,000	\$14,612,000
51	C-II	PW	DA	Hall of Records Window Washing Apparatus DM Repairs		87577	89217	\$0	\$239,000	\$100,000	\$0	\$11,000	-\$100,000	\$0	\$250,000	\$0	\$250,000
52	C-II	ISD	IS	Eastern Avenue Complex Crafts/Warehouse HVAC DM Repairs	90038	87627	89151	\$0	\$57,000	\$4,858,000	\$0	\$0	-\$1,458,000	\$0	\$57,000	\$3,400,000	\$3,457,000
53	C-II	ISD	IS	Regional Facilities Construction Division Roof DM Repairs	90152	87629		\$0	\$600,000	\$0	\$0	\$0	\$0	\$0	\$600,000	\$0	\$600,000
54	C-II	PW	NH	Natural History Museum Warehouse Fire Protection DM Repairs		87630	89218	\$0	\$2,285,000	\$3,000,000	\$0	\$0	-\$3,000,000	\$0	\$2,285,000	\$0	\$2,285,000
55	C-II	ISD	PB	Glenn Rockey Dorm, Admin & School Fire System DM Repairs	90120	87687		\$0	\$96,000	\$0	\$0	-\$96,000	\$0	\$0	\$0	\$0	\$0
56	C-II	ISD	PB	Camp Glenn Rockey Pump House Plumbing DM Repairs	90123	87637		\$0	\$510,000	\$0	\$0	\$348,000	\$0	\$0	\$858,000	\$0	\$858,000
57	C-II	ISD	PB	Kirby Center Admin HVAC and Site Improvement DM Repairs	90024	87659		\$0	\$1,909,000	\$0	\$0	-\$675,000	\$0	\$0	\$1,234,000	\$0	\$1,234,000
58	C-II	ISD	PB	Kirby Center Cottages A & B MEP and Site DM Repairs	90026	87662		\$0	\$2,992,000	\$0	\$0	-\$539,000	\$0	\$0	\$2,453,000	\$0	\$2,453,000
59	C-II	ISD	PB	Kirby Center Cottages C & D MEP and Site DM Repairs	90027	87663		\$0	\$2,694,000	\$0	\$0	-\$255,000	\$0	\$0	\$2,439,000	\$0	\$2,439,000
60	C-II	ISD	PB	Kirby Center Cottages E & F MEP and Site DM Repairs	90028	87664		\$0	\$207,000	\$0	\$0	\$183,000	\$0	\$0	\$390,000	\$0	\$390,000
61	C-II	ISD	PB	Kirby Center Kitchen/Cafeteria Plumbing DM Repairs	90029	87665		\$0	\$2,000	\$0	\$0	-\$2,000	\$0	\$0	\$0	\$0	\$0

Implementing								FY 22-23 Approved	FY22-23	FY22-23	FY22-23 Budget	FY22-23 Budget	FY22-23	FY 22-23 EM	FY 22-23 A01	FY 22-23 J26	FY22-23
No.	Cohort	Dept	Dept	Project Name	EM No.	CP A01 No.	CP J26 No.	Budget EM	Approved Budget GF	Approved Budget SF	Adjustments for EM	Adjustments A01	Budget Adjustments J26	Revised Budget	Revised Budget	Revised Budget	Revised Budget
62	C-II	ISD	PB	Kirby Center Recreation BLDG. MEP and Site DM Repairs	90030	87666		\$0	\$990,000	\$0	\$0	-\$48,000	\$0	\$0	\$942,000	\$0	\$942,000
63	C-II	ISD	PB	Kirby Center Security Cottage Roof & Electrical DM Repairs	90031	87667		\$0	\$1,200,000	\$0	\$0	-\$156,000	\$0	\$0	\$1,044,000	\$0	\$1,044,000
64	C-II	ISD	PB	Kirby Center Service Bldg. Plumbing DM Repairs	90032	87668		\$0	\$253,000	\$0	\$0	-\$253,000	\$0	\$0	\$0	\$0	\$0
65	C-II	ISD	PB	Probation East Los Angeles Area Office	90046	87633		\$0	\$11,000	\$0	\$0	\$83,000	\$0	\$0	\$94,000	\$0	\$94,000
66	C-II	ISD	PL	Carson Library Fire Protection DM Repairs	90061	87640		\$0	\$178,000	\$0	\$0	\$1,022,000	\$0	\$0	\$1,200,000	\$0	\$1,200,000
67	C-II	ISD	PL	San Dimas Library HVAC DM Repairs	90154	87642		\$0	\$1,482,000	\$0	\$0	-\$1,422,000	\$0	\$0	\$60,000	\$0	\$60,000
68	C-II	ISD	PL	West Covina Library HVAC DM Repairs	90054	87643		\$0	\$1,770,000	\$0	\$0	\$0	\$0	\$0	\$1,770,000	\$0	\$1,770,000
69	C-II	ISD	PS	Metro East AP District Office HVAC and Roof DM Repairs	90034	87645	89152	\$0	\$456,000	\$81,000	\$0	\$0	\$2,395,000	\$0	\$456,000	\$2,476,000	\$2,932,000
70	C-II	ISD	PS	Cudahy AP Dist. Roof Fire Protection & HVAC DM Repairs	90023	87689	89155	\$0	\$797,000	\$11,919,000	\$0	-\$797,000	-\$11,919,000	\$0	\$0	\$0	\$0
71	C-II	ISD	PS	Florence AP District Office	90072	87647	89154	\$0	\$59,000	\$2,133,000	\$0	-\$58,000	-\$2,133,000	\$0	\$1,000	\$0	\$1,000
72	C-II	ISD	PS	Pasadena AP District Office	90138	87649		\$0	\$96,000	\$0	\$0	\$241,000	\$0	\$0	\$337,000	\$0	\$337,000
73	C-II	ISD	PS	Pomona WS District Office	90045	87646	89153	\$0	\$1,000	\$60,000	\$0	-\$1,000	\$0	\$0	\$0	\$60,000	\$60,000
74	C-II	ISD	PS	South Central AP District Office	90077	87648		\$0	\$1,540,000	\$0	\$0	\$119,000	\$0	\$0	\$1,659,000	\$0	\$1,659,000
75	C-II	PW	SH	CRDF Roof Elevator and Fire Protection DM Repairs		87678		\$0	\$2,000,000	\$0	\$0	\$25,736,000	\$0	\$0	\$27,736,000	\$0	\$27,736,000
76	C-II	PW	SH	Crescenta Valley Station		87650		\$0	\$634,000	\$0	\$0	-\$261,000	\$0	\$0	\$373,000	\$0	\$373,000
77	C-II	PW	SH	East Los Angeles Station C.O.P.S. Building		87652	89219	\$0	\$1,240,000	\$960,000	\$0	-\$1,227,000	\$414,000	\$0	\$13,000	\$1,374,000	\$1,387,000
78	C-II	PW	SH	Norwalk Station		87675	89220	\$0	\$1,179,000	\$9,060,000	\$0	-\$304,000	-\$3,150,000	\$0	\$875,000	\$5,910,000	\$6,785,000
79	C-II	PW	SH	PDC Roof, HVAC and Water Distribution (eBR) DM Repairs		87684	89221	\$0	\$356,000	\$13,992,000	\$0	\$0	-\$4,592,000	\$0	\$356,000	\$9,400,000	\$9,756,000
80	C-II	PW	SH	San Dimas Station		87677		\$0	\$296,000	\$0	\$0	\$329,000	\$0	\$0	\$625,000	\$0	\$625,000
81	C-II	ISD	SH	Sherman Block Sheriff's Headquarters Building (eBR)	90161	87671		\$0	\$269,000	\$0	\$0	\$4,271,000	\$0	\$0	\$4,540,000	\$0	\$4,540,000
82	C-II	ISD	SH	Detective Services East	90166	87653		\$0	\$504,000	\$0	\$0	\$312,000	\$0	\$0	\$816,000	\$0	\$816,000
83	C-II	ISD	SH	Biscailuz RTC SEB Kitchen/Mess Hall DM Repairs	90159	87690		\$0	\$196,000	\$0	\$0	-\$196,000	\$0	\$0	\$0	\$0	\$0
84	C-II	ISD	SH	Lynwood Regional Justice Center	90163	87651		\$0	\$181,000	\$0	\$0	-\$181,000	\$0	\$0	\$0	\$0	\$0
85	C-II	ISD	SH	Pico Rivera Station	90164	87673		\$0	\$561,000	\$0	\$0	\$411,000	\$0	\$0	\$972,000	\$0	\$972,000
86	C-II	PW	SH	Twin Towers Correctional Facility (Elevators eBR)		87672		\$0	\$43,223,000	\$0	\$0	\$0	\$0	\$0	\$43,223,000	\$0	\$43,223,000
87	C-II	PW	SH	Walnut / Diamond Bar Regional Station		87679		\$0	\$591,000	\$0	\$0	-\$518,000	\$0	\$0	\$73,000	\$0	\$73,000
88	C-II	PW	SH	West Hollywood Station		87674		\$0	\$660,000	\$0	\$0	-\$362,000	\$0	\$0	\$298,000	\$0	\$298,000
89	C-III	ISD	AD	East LA Service Center Plumbing Replacement	1330	87788	89246	\$0	\$39,000	\$1,117,000	\$0	\$91,000	-\$200,000	\$0	\$130,000	\$917,000	\$1,047,000
90	C-III	ISD	AO	East LA County Hall HVAC System Replacement	1420	87789		\$0	\$802,000	\$0	\$0	\$0	\$0	\$0	\$802,000	\$0	\$802,000
91	C-III	ISD	AO	Malibu Admin Center and Library Roof & HVAC Replacements	1440	87754	89227	\$0	\$1,835,000	\$13,038,000	\$0	\$0	-\$6,000,000	\$0	\$1,835,000	\$7,038,000	\$8,873,000
92	C-III	ISD	BH	Torrance Beach-Clifton DM Improvements	1530	87750		\$0	\$913,000	\$0	\$0	\$0	\$0	\$0	\$913,000	\$0	\$913,000
93	C-III	ISD	BS	Hall of Administration HVAC & Electrical System Replacement	1410	87751	89223	\$0	\$1,960,000	\$13,829,000	\$0	\$0	\$0	\$0	\$1,960,000	\$13,829,000	\$15,789,000
94	C-III	ISD	DA	Hall of Records Basement MEP DM Replacement	1430	87752	89225	\$0	\$1,012,000	\$10,482,000	\$0	\$0	\$0	\$0	\$1,012,000	\$10,482,000	\$11,494,000
95	C-III	PW	DA	Hall of Records Fire Sprinkler System Installation		87753	89226	\$0	\$2,391,000	\$10,080,000	\$0	\$0	-\$10,080,000	\$0	\$2,391,000	\$0	\$2,391,000
96	C-III	ISD	PB	Barry J Nidorf Juvenile Hall Dorm HVAC System Replacements	1240		89234	\$0	\$0	\$8,360,000	\$0	\$0	\$0	\$0	\$0	\$8,360,000	\$8,360,000
97	C-III	ISD	PB	Camp Afflerbaugh Dorm, School & Kitchen System Replacements	1250	87768	89235	\$0	\$1,998,000	\$10,052,000	\$0	\$0	-\$8,158,000	\$0	\$1,998,000	\$1,894,000	\$3,892,000
98	C-III	ISD	PB	Camp Paige Various Building System Replacements	1260	87769	89236	\$0	\$1,490,000	\$11,047,000	\$0	-\$90,000	-\$5,998,000	\$0	\$1,400,000	\$5,049,000	\$6,449,000
99	C-III	ISD	PB	Camp Scott Pumps Houses 1 & 2 Roof Replacements	1270	87770		\$0	\$820,000	\$0	\$0	\$0	\$0	\$0	\$820,000	\$0	\$820,000
100	C-III	ISD	PH	Ferguson Administrative Complex Roof Replacement	1560	87790		\$0	\$9,993,000	\$0	\$0	-\$7,000,000	\$0	\$0	\$2,993,000	\$0	\$2,993,000
101	C-III	ISD	PL	La Canada Flintridge Library HVAC Chiller Replacement	1340	87756		\$0	\$692,000	\$0	\$0	\$0	\$0	\$0	\$692,000	\$0	\$692,000
102	C-III	ISD	PL	Montebello Library Roof and Drainage Replacement	1450	87755		\$0	\$3,513,000	\$0	\$0	-\$1,500,000	\$0	\$0	\$2,013,000	\$0	\$2,013,000
103	C-III	ISD	PL	West Covina Regional Library Electrical & Elevator Repairs	1350	87757		\$0	\$653,000	\$0	\$0	\$0	\$0	\$0	\$653,000	\$0	\$653,000
104	C-III	ISD	PR	Alondra Park Auditorium HVAC System Replacement	1470	87758		\$0	\$1,745,000	\$0	\$0	\$0	\$0	\$0	\$1,745,000	\$0	\$1,745,000
105	C-III	ISD	PR	Arboretum Volunteer Building System Replacements	1130	87759		\$0	\$910,000	\$0	\$0	-\$1,000	\$0	\$0	\$909,000	\$0	\$909,000
106	C-III	ISD	PR	Arboretum East Propagation Greenhouse System Replacements	1130	87760	89229	\$0	\$187,000	\$1,125,000	\$0	\$0	-\$500,000	\$0	\$187,000	\$625,000	\$812,000
107	C-III	ISD	PR	Belvedere Park Maintenance Building Roof & HVAC Replacement	1480			\$278,000	\$0	\$0	\$122,000	\$0	\$0	\$400,000	\$0	\$0	\$400,000
108	C-III	ISD	PR	Castaic Lake First Aid Kiosk Roof Replacement	1490			\$66,000	\$0	\$0	\$24,000	\$0	\$0	\$90,000	\$0	\$0	\$90,000
109	C-III	ISD	PR	City Terrace Park Recreation Office Roof Replacement	1100	87762		\$0	\$888,000	\$0	\$0	-\$846,000	\$0	\$0	\$42,000	\$0	\$42,000
110	C-III	ISD	PR	F.D. Roosevelt Park Gym./Comm. Building Roof Replacement	1550	87766	89231	\$0	\$382,000	\$2,265,000	\$0	-\$382,000	\$0	\$0	\$0	\$2,265,000	\$2,265,000
111	C-III	ISD	PR	El Cariso Park Maintenance Building Roof Structure Repair	1110	87764		\$0	\$668,000	\$0	\$0	\$0	\$0	\$0	\$668,000	\$0	\$668,000
112	C-III	ISD	PR	Enterprise Park Gymnasium Electrical System Repairs	1120			\$5,000	\$0	\$0	\$0	\$0	\$0	\$5,000	\$0	\$0	\$5,000
113	C-III	ISD	PR	Los Robles Park Recreation Building Roof Replacement	1140			\$59,000	\$0	\$0	\$0	\$0	\$0	\$59,000	\$0	\$0	\$59,000
114	C-III	ISD	PR	Mary M. Bethune Park Gymnasium HVAC System Replacement	1150	87761		\$0	\$1,540,000	\$0	\$0	\$0	\$0	\$0	\$1,540,000	\$0	\$1,540,000
115	C-III	ISD	PR	Obregon Park Gymnasium HVAC & Roof Replacement	1160	87765	89230	\$0	\$261,000	\$3,294,000	\$0	\$0	-\$957,000	\$0	\$261,000	\$2,337,000	\$2,598,000
116	C-III	ISD	PR	Parks & Rec East Services Agency Roof and HVAC Systems Replacement	1170	87763		\$0	\$717,000	\$0	\$0	\$0	\$0	\$0	\$717,000	\$0	\$717,000
117	C-III	ISD	PR	Ruben Salazar Park Gym Electrical & Roof Repairs	1200		89232	\$0	\$0	\$628,000	\$0	\$0	-\$600,000	\$0	\$0	\$28,000	\$28,000
118	C-III	ISD	PR	South Coast Botanic Garden Service Building Roof Replacement	1220			\$139,000	\$0	\$0	\$39,000	\$0	\$0	\$178,000	\$0	\$0	\$178,000
119	C-III	ISD	PR	Victoria Park Gymnasium HVAC & Roof Replacement	1230	87767	89233	\$0	\$351,000	\$3,407,000	\$0	\$0	\$0	\$0	\$351,000	\$3,407,000	\$3,758,000
120	C-III	ISD	PS	Adams and Grand Complex Power Plant Roof Replacement	1280		89237	\$0	\$0	\$1,070,000	\$0	\$0	\$0	\$0	\$0	\$1,070,000	\$1,070,000
121	C-III	ISD	PS	Adams & Grand Complex Roofing, Elevators & Fire Protection	1280	87771	89238	\$0	\$2,021,000	\$11,670,000	\$0	\$0	-\$11,670,000	\$0	\$2,021,000	\$0	\$2,021,000

Implementing							FY 22-23 Approved	FY22-23	FY22-23	FY22-23 Budget	FY22-23 Budget	FY22-23	FY 22-23 EM	FY 22-23 A01		FY22-23	
No.	Cohort	Dept	Dept	Project Name	EM No.	CP A01 No.	CP J26 No.	Budget EM	Approved Budget GF	Approved Budget SF	Adjustments for EM	Adjustments A01	Budget Adjustments J26	Revised Budget	Revised Budget	Revised Budget	
122	C-III	ISD	PS	Belvedere AP District Office Electrical System Replacements	1290	87772		\$27,000	\$5,782,000	\$0	-\$27,000	-\$4,000,000	\$0	\$0	\$1,782,000	\$0	\$1,782,000
123	C-III	ISD	SH	Avalon Station HVAC System Replacement	1360	87777		\$0	\$1,550,000	\$0	\$0	-\$1,000,000	\$0	\$0	\$550,000	\$0	\$550,000
124	C-III	ISD	SH	East Los Angeles Station Roof and HVAC Replacements	1300	87773	89240	\$0	\$0	\$5,786,000	\$0	\$0	\$0	\$0	\$0	\$5,786,000	\$5,786,000
125	C-III	ISD	SH	Biscailuz Regional Training Center HVAC System Replacement	1380	87779		\$0	\$906,000	\$0	\$0	\$0	\$0	\$0	\$906,000	\$0	\$906,000
126	C-III	ISD	SH	Lakewood Station Roof Replacement	1390	87780		\$0	\$858,000	\$0	\$0	\$0	\$0	\$0	\$858,000	\$0	\$858,000
127	C-III	PW	SH	Lomita Station Electrical, Fire & HVAC System Replacement		87781		\$0	\$3,557,000	\$0	\$0	\$0	\$0	\$0	\$3,557,000	\$0	\$3,557,000
128	C-III	ISD	SH	Malibu/Lost Hills Station Roof Replacement	1500	87782		\$0	\$1,122,000	\$0	\$0	-\$600,000	\$0	\$0	\$522,000	\$0	\$522,000
129	C-III	PW	SH	McCourtney Complex Replace Electrical & Fire Alarm Systems		87776	89243	\$0	\$1,324,000	\$4,880,000	\$0	\$0	-\$4,880,000	\$0	\$1,324,000	\$0	\$1,324,000
130	C-III	ISD	SH	North County Correctional Facility Replace Fire Alarm System	1310	87774	89241	\$0	\$212,000	\$2,084,000	\$0	\$0	\$0	\$0	\$212,000	\$2,084,000	\$2,296,000
131	C-III	PW	SH	Norwalk Station Electrical System Replacement and Site Repairs		87783	89244	\$0	\$1,450,000	\$5,922,000	\$0	\$0	-\$5,922,000	\$0	\$1,450,000	\$0	\$1,450,000
132	C-III	PW	SH	San Dimas Station Annex Building Repairs		87784		\$0	\$363,000	\$0	\$0	\$0	\$0	\$0	\$363,000	\$0	\$363,000
133	C-III	PW	SH	Scientific Services Bur. Lab. Replace HVAC & Electrical Sys.		87785		\$0	\$9,525,000	\$0	\$0	\$0	\$0	\$0	\$9,525,000	\$0	\$9,525,000
134	C-III	ISD	SH	RLASC-Sheriff Crime Lab Replace Roof and Electrical System	1540	87778		\$0	\$2,480,000	\$0	\$0	\$0	\$0	\$0	\$2,480,000	\$0	\$2,480,000
135	C-III	ISD	SH	Twin Towers Correctional Central Plant Replace HVAC & Roof	1320	87775	89242	\$0	\$1,669,000	\$10,284,000	\$0	\$0	-\$10,284,000	\$0	\$1,669,000	\$0	\$1,669,000
136	C-III	ISD	SH	Youth Athletic Program-A Building Repairs	1520	87786		\$0	\$2,699,000	\$0	\$0	-\$700,000	\$0	\$0	\$1,999,000	\$0	\$1,999,000
137	C-III	PW	TTC	Public Admin. Warehouse Replace Roof, HVAC & Electrical Sys.		87787	89245	\$0	\$3,122,000	\$13,800,000	\$0	\$0	-\$13,800,000	\$0	\$3,122,000	\$0	\$3,122,000
138	C-IV	PW	BS	Hall of Administration Electrical System Replacement	--	87911		\$0	\$0	\$0	\$0	\$250,000	\$0	\$0	\$250,000	\$0	\$250,000
139	C-IV	PW	DA	Hall of Records Electrical System Replacement	--	87912		\$0	\$0	\$0	\$0	\$500,000	\$0	\$0	\$500,000	\$0	\$500,000
140	C-IV	ISD	PB	Camp Afflerbaugh Admin Bldg Elec and Light Sys Replacements	12170	87902		\$0	\$0	\$0	\$33,000	\$0	\$0	\$33,000	\$0	\$0	\$33,000
141	C-IV	ISD	PB	Camp Afflerbaugh Electrical Vault System Replacement	12190	87904		\$0	\$0	\$0	\$46,000	\$0	\$0	\$46,000	\$0	\$0	\$46,000
142	C-IV	ISD	PB	Camp Afflerbaugh Recreation Building HVAC System Replacement	12180	87903		\$0	\$0	\$0	\$32,000	\$0	\$0	\$32,000	\$0	\$0	\$32,000
143	C-IV	ISD	PB	Camp Glenn Rockey Admin Bldg Electrical System Replacement	12210	87906		\$0	\$0	\$0	\$59,000	\$0	\$0	\$59,000	\$0	\$0	\$59,000
144	C-IV	ISD	PB	Camp Glenn Rockey Generator Rm Electrical System Replacement	12200	87905		\$0	\$0	\$0	\$65,000	\$0	\$0	\$65,000	\$0	\$0	\$65,000
145	C-IV	ISD	PB	Dorothy Kirby Center Classroom A HVAC System Replacement	12230	87908		\$0	\$0	\$0	\$63,000	\$0	\$0	\$63,000	\$0	\$0	\$63,000
146	C-IV	ISD	PB	Dorothy Kirby Center Security Cottage HVAC Systm Replacement	12220	87907		\$0	\$0	\$0	\$112,000	\$0	\$0	\$112,000	\$0	\$0	\$112,000
147	C-IV	ISD	PL	Montebello Library Electrical System Replacement	12110	87896		\$0	\$0	\$0	\$65,000	\$0	\$0	\$65,000	\$0	\$0	\$65,000
148	C-IV	ISD	PR	Belvedere Park Gym Electrical and Lighting Systm Replacement	12120	87897		\$0	\$0	\$0	\$263,000	\$0	\$0	\$263,000	\$0	\$0	\$263,000
149	C-IV	ISD	PR	Del Aire Park Gym Electrical System Replacement	12130	87898		\$0	\$0	\$0	\$29,000	\$0	\$0	\$29,000	\$0	\$0	\$29,000
150	C-IV	ISD	PR	El Cariso Park Recreation Bldg Roofing System Replacement	12140	87899		\$0	\$0	\$0	\$136,000	\$0	\$0	\$136,000	\$0	\$0	\$136,000
151	C-IV	ISD	PR	Enterprise Park Gym HVAC System Replacement	12150	87900		\$0	\$0	\$0	\$96,000	\$0	\$0	\$96,000	\$0	\$0	\$96,000
152	C-IV	ISD	PR	Ringrove Park Recreation Bldg Lighting System Replacement	12160	87901		\$0	\$0	\$0	\$22,000	\$0	\$0	\$22,000	\$0	\$0	\$22,000
153	C-IV	ISD	PS	Florence AP District Office Electrical System Replacement	12240	87909		\$0	\$0	\$0	\$54,000	\$0	\$0	\$54,000	\$0	\$0	\$54,000
154	C-IV	ISD	RR	Harry Hufford RR CC Chillers Replacement	12250	87910		\$0	\$0	\$0	\$530,000	\$0	\$0	\$530,000	\$0	\$0	\$530,000
							Total	\$667,000	\$157,515,000	\$274,092,000	\$1,766,000	\$8,719,000	-\$110,259,000	\$2,433,000	\$166,234,000	\$163,833,000	\$332,500,000

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BA FORM 10142022

BOARD OF SUPERVISORS

OFFICIAL COPY

January 24, 2023

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF CHIEF EXECUTIVE OFFICER

AUDITOR-CONTROLLER:

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

ADJUSTMENT REQUESTED AND REASONS THEREFORE**FY 2022-23****4 - VOTES****SOURCES****USES**

BA DETAIL - SEE ATTACHMENT PAGES 1 - 14

BA DETAIL - SEE ATTACHMENT PAGES 1 - 14

SOURCES TOTAL**\$ 181,176,000****USES TOTAL****\$ 181,176,000****JUSTIFICATION**

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

Amir Alam

Digitally signed by Amir
Alam
Date: 2022.12.19
08:50:47 -08'00'

AUTHORIZED SIGNATURE

AMIR ALAM, MANAGER, CEO

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

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR---

☐ ACTION

☒ RECOMMENDATION
Rachelle
BY **Anema**
Digitally signed by
Rachelle Anema
Date: 2022.12.19
14:07:07 -08'00'

AUDITOR-CONTROLLER

B.A. NO. **070**DATE **12/19/2022**
☒ APPROVED AS REQUESTED

☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

James Yun

Digitally signed
by James Yun
Date: 2022.12.19
14:51:07 -08'00'

BY

DATE **12/19/2022**

COUNTY OF LOS ANGELES
BUDGET ADJUSTMENT

FY 2022-23		
4 - VOTES		
SOURCES	USES	
EXTRAORDINARY MAINTENANCE		
A01-CF-2000-12810		
SERVICES & SUPPLIES		
DECREASE APPROPRIATION	8,719,000	
BEACHES AND HARBORS		
REDONDO BEACH AVENUE C RESTROOM DM REPAIRS		
A01-CP-6014-65024-87502		
CAPITAL ASSETS - B & I		
DECREASE APPROPRIATION	18,000	
BEACHES AND HARBORS		
REDONDO BEACH KNOB HILL RESTROOM DM REPAIRS		
A01-CP-6014-65024-87501		
CAPITAL ASSETS - B & I		
DECREASE APPROPRIATION	84,000	
	PUBLIC HEALTH	
	CENTRAL PUBLIC HEALTH CENTER DM REPAIRS	
	A01-CP-6014-65058-87542	
	CAPITAL ASSETS - B & I	
	INCREASE APPROPRIATION	17,000
PUBLIC HEALTH		
CURTIS TUCKER PUBLIC HEALTH CENTER DM REPAIRS		
A01-CP-6014-65058-87543		
CAPITAL ASSETS - B & I		
DECREASE APPROPRIATION	182,000	
PUBLIC HEALTH		
HOLLYWOOD WILSHIRE PUBLIC HEALTH CENTER DM REPAIRS		
A01-CP-6014-65058-87536		
CAPITAL ASSETS - B & I		
DECREASE APPROPRIATION	18,000	
	PUBLIC HEALTH	
	MONROVIA PUBLIC HEALTH CENTER DM REPAIRS	
	A01-CP-6014-65058-87537	
	CAPITAL ASSETS - B & I	
	INCREASE APPROPRIATION	2,000
PUBLIC HEALTH		
POMONA PUBLIC HEALTH CENTER DM REPAIRS		
A01-CP-6014-65058-87538		
CAPITAL ASSETS - B & I		
DECREASE APPROPRIATION	136,000	
PUBLIC HEALTH		
RUTH TEMPLE PUBLIC HEALTH CENTER DM REPAIRS		
A01-CP-6014-65058-87498		
CAPITAL ASSETS - B & I		

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12.19.22

COUNTY OF LOS ANGELES
BUDGET ADJUSTMENT

FY 2022-23 4 - VOTES	
SOURCES	USES
DECREASE APPROPRIATION	192,000
PARKS AND RECREATION	
ARBORETUM REPAIRS	
A01-CP-6014-65043-87451	
CAPITAL ASSETS - B & I	
DECREASE APPROPRIATION	1,391,000
LA COUNTY LIBRARY	
LA MIRADA LIBRARY DM REPAIRS	
A01-CP-6014-65044-87526	
CAPITAL ASSETS - B & I	
DECREASE APPROPRIATION	110,000
PROBATION	
CAMP GLENN ROCKEY RECREATION BUILDING DM REPAIRS	
A01-CP-6014-65042-87517	
CAPITAL ASSETS - B & I	
DECREASE APPROPRIATION	86,000
ANIMAL CARE AND CONTROL	
CARSON ACC KENNELS 1-3 AND CATTERY 3 DM REPAIRS	
A01-CP-6014-65023-87615	
CAPITAL ASSETS - B & I	
DECREASE APPROPRIATION	249,000
BOARD OF SUPERVISORS EXECUTIVE OFFICE	
HALL OF ADMINISTRATION PLUMBING/HVAC DM REPAIRS	
A01-CP-6014-65060-87619	
CAPITAL ASSETS - B & I	
DECREASE APPROPRIATION	39,000
CHIEF EXECUTIVE OFFICE	
CULVER CITY COURTHOUSE ROOF AND SITE DM REPAIRS	
A01-CP-6014-65076-87625	
CAPITAL ASSETS - B & I	
DECREASE APPROPRIATION	365,000
CHIEF EXECUTIVE OFFICE	
MALIBU ADMIN GARAGE/UTILITY ROOF & FIRE DM REPAIRS	
A01-CP-6014-65076-87631	
CAPITAL ASSETS - B & I	
DECREASE APPROPRIATION	577,000
CHILDREN AND FAMILY SERVICES	
WILLOWBROOK CCCC FIRE PROTECTION DM REPAIRS	
A01-CP-6014-65027-87623	
CAPITAL ASSETS - B & I	
DECREASE APPROPRIATION	1,000
SHERIFF DEPARTMENT	
CRESCENTA VALLEY STATION	

BA070
12.19.22

COUNTY OF LOS ANGELES
BUDGET ADJUSTMENT

FY 2022-23 4 - VOTES		
SOURCES		USES
A01-CP-6014-65046-87650 CAPITAL ASSETS - B & I DECREASE APPROPRIATION	261,000	
SHERIFF DEPARTMENT EAST LOS ANGELES STATION C.O.P.S. BUILDING A01-CP-6014-65046-87652 CAPITAL ASSETS - B & I DECREASE APPROPRIATION	1,227,000	
SHERIFF DEPARTMENT NORWALK STATION A01-CP-6014-65046-87675 CAPITAL ASSETS - B & I DECREASE APPROPRIATION	304,000	
SHERIFF DEPARTMENT WALNUT/DIAMOND BAR REGIONAL STATION A01-CP-6014-65046-87679 CAPITAL ASSETS - B & I DECREASE APPROPRIATION	518,000	
SHERIFF DEPARTMENT WEST HOLLYWOOD STATION A01-CP-6014-65046-87674 CAPITAL ASSETS - B & I DECREASE APPROPRIATION	362,000	
LA COUNTY LIBRARY SAN DIMAS LIBRARY HVAC DM REPAIRS A01-CP-6014-65044-87642 CAPITAL ASSETS - B & I DECREASE APPROPRIATION	1,422,000	
PROBATION GLENN ROCKEY DORM, ADMIN & SCHOOL FIRE SYSTEM DM REPAIRS A01-CP-6014-65042-87687 CAPITAL ASSETS - B & I DECREASE APPROPRIATION	96,000	
PROBATION KIRBY CENTER ADMIN HVAC AND SITE IMPROVEMENT DM REPAIRS A01-CP-6014-65042-87659 CAPITAL ASSETS - B & I DECREASE APPROPRIATION	675,000	
PROBATION KIRBY CENTER COTTAGES A & B MEP AND SITE DM REPAIRS A01-CP-6014-65042-87662 CAPITAL ASSETS - B & I DECREASE APPROPRIATION	539,000	

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12.19.22

COUNTY OF LOS ANGELES
BUDGET ADJUSTMENT

FY 2022-23 4 - VOTES	
SOURCES	USES
PROBATION KIRBY CENTER COTTAGES C & D MEP AND SITE DM REPAIRS A01-CP-6014-65042-87663 CAPITAL ASSETS - B & I DECREASE APPROPRIATION	255,000
PROBATION KIRBY CENTER KITCHEN/CAFETERIA PLUMBING DM REPAIRS A01-CP-6014-65042-87665 CAPITAL ASSETS - B & I DECREASE APPROPRIATION	2,000
PROBATION KIRBY CENTER RECREATION BLDG. MEP AND SITE DM REPAIRS A01-CP-6014-65042-87666 CAPITAL ASSETS - B & I DECREASE APPROPRIATION	48,000
PROBATION KIRBY CENTER SECURITY COTTAGE ROOF & ELECRICAL DM REPAIRS A01-CP-6014-65042-87667 CAPITAL ASSETS - B & I DECREASE APPROPRIATION	156,000
PROBATION KIRBY CENTER SERVICE BLDG. PLUMBING DM REPAIRS A01-CP-6014-65042-87668 CAPITAL ASSETS - B & I DECREASE APPROPRIATION	253,000
PUBLIC SOCIAL SERVICES CUDAHY AP DIST ROOF FIRE PROTECTION & HVAC DM REPAIRS A01-CP-6014-65073-87689 CAPITAL ASSETS - B & I DECREASE APPROPRIATION	797,000
PUBLIC SOCIAL SERVICES FLORENCE AP DISTRICT OFFICE A01-CP-6014-65073-87647 CAPITAL ASSETS - B & I DECREASE APPROPRIATION	58,000
PUBLIC SOCIAL SERVICES POMONA WS DISTRICT OFFICE A01-CP-6014-65073-87646 CAPITAL ASSETS - B & I DECREASE APPROPRIATION	1,000
SHERIFF DEPARTMENT BISCAILUZ RTC SEB KITCHEN/MESS HALL DM REPAIRS A01-CP-6014-65046-87690 CAPITAL ASSETS - B & I	

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12.19.22

COUNTY OF LOS ANGELES
BUDGET ADJUSTMENT

FY 2022-23 4 - VOTES		
SOURCES		USES
DECREASE APPROPRIATION	196,000	
SHERIFF DEPARTMENT		
LYNWOOD REGIONAL JUSTICE CENTER		
A01-CP-6014-65046-87651		
CAPITAL ASSETS - B & I		
DECREASE APPROPRIATION	181,000	
DEPARTMENT OF AGING AND DISABILITIES		
ANTELOPE VALLEY SC ROOF PLUMBING & HVAC DM REPAIRS		
A01-CP-6014-65054-87681		
CAPITAL ASSETS - B & I		
DECREASE APPROPRIATION	4,000	
PARKS AND RECREATION		
CITY TERRACE PARK RECREATION OFFICE ROOF REPLACEMENT		
A01-CP-6014-65043-87762		
CAPITAL ASSETS - B & I		
DECREASE APPROPRIATION	846,000	
PARKS AND RECREATION		
F.D. ROOSEVELT PARK GYM./COMM. BUILDING ROOF REPLACEMENT		
A01-CP-6014-65043-87766		
CAPITAL ASSETS - B & I		
DECREASE APPROPRIATION	382,000	
PUBLIC HEALTH		
FERGUSON ADMINISTRATIVE COMPLEX ROOF REPLACEMENT		
A01-CP-6014-65058-87790		
CAPITAL ASSETS - B & I		
DECREASE APPROPRIATION	7,000,000	
LA COUNTY LIBRARY		
MONTEBELLO LIBRARY ROOF AND DRAINAGE REPLACEMENT		
A01-CP-6014-65044-87755		
CAPITAL ASSETS - B & I		
DECREASE APPROPRIATION	1,500,000	
PARKS AND RECREATION		
ARBORETUM VOLUNTEER BUILDING SYSTEM REPLACEMENTS		
A01-CP-6014-65043-87759		
CAPITAL ASSETS - B & I		
DECREASE APPROPRIATION	1,000	
PROBATION		
CAMP PAIGE VARIOUS BUILDING SYSTEM REPLACEMENTS		
A01-CP-6014-65042-87769		
CAPITAL ASSETS - B & I		
DECREASE APPROPRIATION	90,000	
PUBLIC SOCIAL SERVICES		
BELVEDERE AP DISTRICT OFFICE ELECTRICAL SYSTEM REPLACEMENTS		

BA070
12.19.22

COUNTY OF LOS ANGELES
BUDGET ADJUSTMENT

FY 2022-23		
4 - VOTES		
SOURCES		USES
A01-CP-6014-65073-87772		
CAPITAL ASSETS - B & I		
DECREASE APPROPRIATION	4,000,000	
SHERIFF DEPARTMENT		
AVALON STATION HVAC SYSTEM REPLACEMENT		
A01-CP-6014-65046-87777		
CAPITAL ASSETS - B & I		
DECREASE APPROPRIATION	1,000,000	
SHERIFF DEPARTMENT		
MALIBU/LOST HILLS STATION ROOF REPLACEMENT		
A01-CP-6014-65046-87782		
CAPITAL ASSETS - B & I		
DECREASE APPROPRIATION	600,000	
SHERIFF DEPARTMENT		
YOUTH ATHLETIC PROGRAM-A BUILDING REPAIRS		
A01-CP-6014-65046-87786		
CAPITAL ASSETS - B & I		
DECREASE APPROPRIATION	700,000	
		DEPARTMENT OF AGING AND DISABILITIES
		EAST LA SERVICE CENTER PLUMBING REPLACEMENT
		A01-CP-6014-65054-87788
		CAPITAL ASSETS - B & I
		INCREASE APPROPRIATION
		91,000
FACILITY REINVESTMENT CAPITAL PROGRAM		FACILITY REINVESTMENT CAPITAL PROGRAM
CENTRO MARAVILLA SERVICE CENTER BUILDINGS AB&C DM REPAIRS		CENTRO MARAVILLA SERVICE CENTER BUILDINGS AB&C DM REPAIRS
J26-CP-6014-65086-89207		J26-CP-94-9276-65086-89207
CAPITAL ASSETS - B & I		LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS
DECREASE APPROPRIATION	144,000	DECREASE REVENUE
		144,000
FACILITY REINVESTMENT CAPITAL PROGRAM		FACILITY REINVESTMENT CAPITAL PROGRAM
CULVER CITY COURTHOUSE HVAC AND BUILDING DM REPAIRS		CULVER CITY COURTHOUSE HVAC AND BUILDING DM REPAIRS
J26-CP-6014-65086-89168		J26-CP-94-9276-65086-89168
CAPITAL ASSETS - B & I		LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS
DECREASE APPROPRIATION	37,000	DECREASE REVENUE
		37,000
FACILITY REINVESTMENT CAPITAL PROGRAM		FACILITY REINVESTMENT CAPITAL PROGRAM
CULVER CITY COURTHOUSE DM REPAIRS		CULVER CITY COURTHOUSE DM REPAIRS
J26-CP-6014-65086-89169		J26-CP-94-9276-65086-89169
CAPITAL ASSETS - B & I		LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS
DECREASE APPROPRIATION	63,000	DECREASE REVENUE
		63,000
FACILITY REINVESTMENT CAPITAL PROGRAM		FACILITY REINVESTMENT CAPITAL PROGRAM
ME MECHANICAL FIRE PROTECTION HVAC & ELECTRICAL DM REPAIRS		ME MECHANICAL FIRE PROTECTION HVAC & ELECTRICAL DM REPAIRS
J26-CP-6014-65086-89172		J26-CP-94-9276-65086-89172
CAPITAL ASSETS - B & I		LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS
DECREASE APPROPRIATION	1,381,000	DECREASE REVENUE
		1,381,000

COUNTY OF LOS ANGELES
BUDGET ADJUSTMENT

FY 2022-23
4 - VOTES

SOURCES		USES	
FACILITY REINVESTMENT CAPITAL PROGRAM		FACILITY REINVESTMENT CAPITAL PROGRAM	
CAMP GLENN ROCKEY RECREATION BUILDING DM REPAIRS		CAMP GLENN ROCKEY RECREATION BUILDING DM REPAIRS	
J26-CP-6014-65086-89183		J26-CP-94-9276-65086-89183	
CAPITAL ASSETS - B & I		LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS	
DECREASE APPROPRIATION	2,593,000	DECREASE REVENUE	1,365,000
FACILITY REINVESTMENT CAPITAL PROGRAM		FACILITY REINVESTMENT CAPITAL PROGRAM	
CAMP SCOTT RECREATION BUILDING DM REPAIRS		CAMP SCOTT RECREATION BUILDING DM REPAIRS	
J26-CP-6014-65086-89184		J26-CP-94-9276-65086-89184	
CAPITAL ASSETS - B & I		LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS	
DECREASE APPROPRIATION	318,000	DECREASE REVENUE	318,000
FACILITY REINVESTMENT CAPITAL PROGRAM		FACILITY REINVESTMENT CAPITAL PROGRAM	
CENTRAL JUVENILE HALL BLDGS. 10A AND 16/17 DM REPAIRS		CENTRAL JUVENILE HALL BLDGS. 10A AND 16/17 DM REPAIRS	
J26-CP-6014-65086-89185		J26-CP-94-9276-65086-89185	
CAPITAL ASSETS - B & I		LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS	
DECREASE APPROPRIATION	272,000	DECREASE REVENUE	272,000
FACILITY REINVESTMENT CAPITAL PROGRAM		FACILITY REINVESTMENT CAPITAL PROGRAM	
DOROTHY KIRBY CLASSROOM B DM REPAIRS		DOROTHY KIRBY CLASSROOM B DM REPAIRS	
J26-CP-6014-65086-89186		J26-CP-94-9276-65086-89186	
CAPITAL ASSETS - B & I		LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS	
DECREASE APPROPRIATION	175,000	DECREASE REVENUE	175,000
FACILITY REINVESTMENT CAPITAL PROGRAM		FACILITY REINVESTMENT CAPITAL PROGRAM	
NORTHEAST JUVENILE JUSTICE CENTER BUILDING 1 DM REPAIRS		NORTHEAST JUVENILE JUSTICE CENTER BUILDING 1 DM REPAIRS	
J26-CP-6014-65086-89187		J26-CP-94-9276-65086-89187	
CAPITAL ASSETS - B & I		LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS	
DECREASE APPROPRIATION	207,000	DECREASE REVENUE	207,000
FACILITY REINVESTMENT CAPITAL PROGRAM		FACILITY REINVESTMENT CAPITAL PROGRAM	
MANHATTAN BEACH MARINE AVE RESTROOM DM REPAIRS		MANHATTAN BEACH MARINE AVE RESTROOM DM REPAIRS	
J26-CP-6014-65086-89163		J26-CP-94-9276-65086-89163	
CAPITAL ASSETS - B & I		LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS	
DECREASE APPROPRIATION	785,000	DECREASE REVENUE	785,000
FACILITY REINVESTMENT CAPITAL PROGRAM		FACILITY REINVESTMENT CAPITAL PROGRAM	
POINT DUME BEACH RESTROOMS 1, 2 & 3 DM REPAIRS		POINT DUME BEACH RESTROOMS 1, 2 & 3 DM REPAIRS	
J26-CP-6014-65086-89164		J26-CP-94-9276-65086-89164	
CAPITAL ASSETS - B & I		LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS	
DECREASE APPROPRIATION	781,000	DECREASE REVENUE	781,000
FACILITY REINVESTMENT CAPITAL PROGRAM		FACILITY REINVESTMENT CAPITAL PROGRAM	
REDONDO BEACH AVENUE C RESTROOM DM REPAIRS		REDONDO BEACH AVENUE C RESTROOM DM REPAIRS	
J26-CP-6014-65086-89165		J26-CP-94-9276-65086-89165	
CAPITAL ASSETS - B & I		LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS	
DECREASE APPROPRIATION	300,000	DECREASE REVENUE	300,000
FACILITY REINVESTMENT CAPITAL PROGRAM		FACILITY REINVESTMENT CAPITAL PROGRAM	
REDONDO BEACH MAINT. YARD & KNOB HILL RR DM REPAIRS		REDONDO BEACH MAINT. YARD & KNOB HILL RR DM REPAIRS	
J26-CP-6014-65086-89166		J26-CP-94-9276-65086-89166	
CAPITAL ASSETS - B & I		LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS	

COUNTY OF LOS ANGELES
BUDGET ADJUSTMENT

FY 2022-23 4 - VOTES			
SOURCES		USES	
DECREASE APPROPRIATION	1,715,000	DECREASE REVENUE	1,715,000
FACILITY REINVESTMENT CAPITAL PROGRAM		FACILITY REINVESTMENT CAPITAL PROGRAM	
ANTELOPE VALLEY GOVERNMENT CENTER DM REPAIRS		ANTELOPE VALLEY GOVERNMENT CENTER DM REPAIRS	
J26-CP-6014-65086-89198		J26-CP-94-9276-65086-89198	
CAPITAL ASSETS - B & I		LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS	
DECREASE APPROPRIATION	1,132,000	DECREASE REVENUE	1,132,000
FACILITY REINVESTMENT CAPITAL PROGRAM		FACILITY REINVESTMENT CAPITAL PROGRAM	
CENTRAL PUBLIC HEALTH CENTER DM REPAIRS		CENTRAL PUBLIC HEALTH CENTER DM REPAIRS	
J26-CP-6014-65086-89190		J26-CP-94-9276-65086-89190	
CAPITAL ASSETS - B & I		LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS	
DECREASE APPROPRIATION	1,700,000	DECREASE REVENUE	1,700,000
FACILITY REINVESTMENT CAPITAL PROGRAM		FACILITY REINVESTMENT CAPITAL PROGRAM	
CURTIS TUCKER PUBLIC HEALTH CENTER DM REPAIRS		CURTIS TUCKER PUBLIC HEALTH CENTER DM REPAIRS	
J26-CP-6014-65086-89191		J26-CP-94-9276-65086-89191	
CAPITAL ASSETS - B & I		LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS	
DECREASE APPROPRIATION	1,543,000	DECREASE REVENUE	1,543,000
FACILITY REINVESTMENT CAPITAL PROGRAM		FACILITY REINVESTMENT CAPITAL PROGRAM	
GLENDALE PUBLIC HEALTH CENTER DM REPAIRS		GLENDALE PUBLIC HEALTH CENTER DM REPAIRS	
J26-CP-6014-65086-89192		J26-CP-94-9276-65086-89192	
CAPITAL ASSETS - B & I		LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS	
DECREASE APPROPRIATION	1,499,000	DECREASE REVENUE	1,499,000
FACILITY REINVESTMENT CAPITAL PROGRAM		FACILITY REINVESTMENT CAPITAL PROGRAM	
MONROVIA PUBLIC HEALTH CENTER DM REPAIRS		MONROVIA PUBLIC HEALTH CENTER DM REPAIRS	
J26-CP-6014-65086-89194		J26-CP-94-9276-65086-89194	
CAPITAL ASSETS - B & I		LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS	
DECREASE APPROPRIATION	1,795,000	DECREASE REVENUE	1,795,000
FACILITY REINVESTMENT CAPITAL PROGRAM		FACILITY REINVESTMENT CAPITAL PROGRAM	
RUTH TEMPLE PUBLIC HEALTH CENTER DM REPAIRS		RUTH TEMPLE PUBLIC HEALTH CENTER DM REPAIRS	
J26-CP-6014-65086-89196		J26-CP-94-9276-65086-89196	
CAPITAL ASSETS - B & I		LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS	
DECREASE APPROPRIATION	4,204,000	DECREASE REVENUE	4,204,000
FACILITY REINVESTMENT CAPITAL PROGRAM		FACILITY REINVESTMENT CAPITAL PROGRAM	
GEORGE C PAGE MUSEUM MEP DM REPAIRS		GEORGE C PAGE MUSEUM MEP DM REPAIRS	
J26-CP-6014-65086-89174		J26-CP-94-9276-65086-89174	
CAPITAL ASSETS - B & I		LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS	
DECREASE APPROPRIATION	1,164,000	DECREASE REVENUE	1,164,000
FACILITY REINVESTMENT CAPITAL PROGRAM		FACILITY REINVESTMENT CAPITAL PROGRAM	
EASTSIDE EDDIE HEREDIA BOXING CLUB DM REPAIRS		EASTSIDE EDDIE HEREDIA BOXING CLUB DM REPAIRS	
J26-CP-6014-65086-89177		J26-CP-94-9276-65086-89177	
CAPITAL ASSETS - B & I		LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS	
DECREASE APPROPRIATION	18,000	DECREASE REVENUE	18,000
FACILITY REINVESTMENT CAPITAL PROGRAM		FACILITY REINVESTMENT CAPITAL PROGRAM	
WNRA PARKS BUREAU POLICE STATION & NATURE CENTER DM REPAIRS		WNRA PARKS BUREAU POLICE STATION & NATURE CENTER DM REPAIRS	

COUNTY OF LOS ANGELES
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SOURCES		USES	
J26-CP-6014-65086-89181 CAPITAL ASSETS - B & I DECREASE APPROPRIATION	69,000	J26-CP-94-9276-65086-89181 LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS DECREASE REVENUE	69,000
FACILITY REINVESTMENT CAPITAL PROGRAM PACOIMA PUBLIC HEALTH CENTER DM REPAIRS J26-CP-6014-65086-89189 CAPITAL ASSETS - B & I DECREASE APPROPRIATION	8,000	FACILITY REINVESTMENT CAPITAL PROGRAM PACOIMA PUBLIC HEALTH CENTER DM REPAIRS J26-CP-94-9276-65086-89189 LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS DECREASE REVENUE	8,000
FACILITY REINVESTMENT CAPITAL PROGRAM ANGELO M IACOBONI LIBRARY DM REPAIRS J26-CP-6014-65086-89199 CAPITAL ASSETS - B & I DECREASE APPROPRIATION	1,000	FACILITY REINVESTMENT CAPITAL PROGRAM ANGELO M IACOBONI LIBRARY DM REPAIRS J26-CP-94-9276-65086-89199 LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS DECREASE REVENUE	1,000
FACILITY REINVESTMENT CAPITAL PROGRAM ANTHONY QUINN LIBRARY DM REPAIRS J26-CP-6014-65086-89200 CAPITAL ASSETS - B & I DECREASE APPROPRIATION	33,000	FACILITY REINVESTMENT CAPITAL PROGRAM ANTHONY QUINN LIBRARY DM REPAIRS J26-CP-94-9276-65086-89200 LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS DECREASE REVENUE	33,000
FACILITY REINVESTMENT CAPITAL PROGRAM LA MIRADA LIBRARY DM REPAIRS J26-CP-6014-65086-89202 CAPITAL ASSETS - B & I DECREASE APPROPRIATION	1,000,000	FACILITY REINVESTMENT CAPITAL PROGRAM LA MIRADA LIBRARY DM REPAIRS J26-CP-94-9276-65086-89202 LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS DECREASE REVENUE	1,000,000
FACILITY REINVESTMENT CAPITAL PROGRAM RR/CC HQ GENERATOR AND SWITCH REPLACEMENT J26-CP-6014-65086-89206 CAPITAL ASSETS - B & I DECREASE APPROPRIATION	40,000	FACILITY REINVESTMENT CAPITAL PROGRAM RR/CC HQ GENERATOR AND SWITCH REPLACEMENT J26-CP-94-9276-65086-89206 LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS DECREASE REVENUE	40,000
FACILITY REINVESTMENT CAPITAL PROGRAM HARRY HUFFORD RR/CC DM REPAIRS J26-CP-6014-65086-89205 CAPITAL ASSETS - B & I DECREASE APPROPRIATION	89,000	FACILITY REINVESTMENT CAPITAL PROGRAM HARRY HUFFORD RR/CC DM REPAIRS J26-CP-94-9276-65086-89205 LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS DECREASE REVENUE	89,000
FACILITY REINVESTMENT CAPITAL PROGRAM VAN NUYS COUNTY ADMINISTRATIVE CENTER BUILDING DM REPAIRS J26-CP-6014-65086-89204 CAPITAL ASSETS - B & I DECREASE APPROPRIATION	44,000	FACILITY REINVESTMENT CAPITAL PROGRAM VAN NUYS COUNTY ADMINISTRATIVE CENTER BUILDING DM REPAIRS J26-CP-94-9276-65086-89204 LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS DECREASE REVENUE	44,000
FACILITY REINVESTMENT CAPITAL PROGRAM HALL OF RECORDS WINDOW WASHING APPARATUS DM REPAIRS J26-CP-6014-65086-89217 CAPITAL ASSETS - B & I DECREASE APPROPRIATION	100,000	FACILITY REINVESTMENT CAPITAL PROGRAM HALL OF RECORDS WINDOW WASHING APPARATUS DM REPAIRS J26-CP-94-9276-65086-89217 LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS DECREASE REVENUE	100,000

COUNTY OF LOS ANGELES
BUDGET ADJUSTMENT

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4 - VOTES

SOURCES		USES	
FACILITY REINVESTMENT CAPITAL PROGRAM		FACILITY REINVESTMENT CAPITAL PROGRAM	
EASTERN AVE COMPLEX WAREHOUSE HVAC DM REPAIRS		EASTERN AVE COMPLEX WAREHOUSE HVAC DM REPAIRS	
J26-CP-6014-65086-89151		J26-CP-94-9276-65086-89151	
CAPITAL ASSETS - B & I		LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS	
DECREASE APPROPRIATION	1,458,000	DECREASE REVENUE	1,458,000
FACILITY REINVESTMENT CAPITAL PROGRAM		FACILITY REINVESTMENT CAPITAL PROGRAM	
NATURAL HISTORY MUSEUM WAREHOUSE FIRE PROTECTION DM REPAIRS		NATURAL HISTORY MUSEUM WAREHOUSE FIRE PROTECTION DM REPAIRS	
J26-CP-6014-65086-89218		J26-CP-94-9276-65086-89218	
CAPITAL ASSETS - B & I		LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS	
DECREASE APPROPRIATION	3,000,000	DECREASE REVENUE	3,000,000
FACILITY REINVESTMENT CAPITAL PROGRAM		FACILITY REINVESTMENT CAPITAL PROGRAM	
CUDAHY AP DISTRICT ROOF, FIRE AND HVAC DM REPAIRS		CUDAHY AP DISTRICT ROOF, FIRE AND HVAC DM REPAIRS	
J26-CP-6014-65086-89155		J26-CP-94-9276-65086-89155	
CAPITAL ASSETS - B & I		LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS	
DECREASE APPROPRIATION	11,919,000	DECREASE REVENUE	11,919,000
FACILITY REINVESTMENT CAPITAL PROGRAM		FACILITY REINVESTMENT CAPITAL PROGRAM	
FLORENCE AP DISTRICT OFFICE DM REPAIRS		FLORENCE AP DISTRICT OFFICE DM REPAIRS	
J26-CP-6014-65086-89154		J26-CP-94-9276-65086-89154	
CAPITAL ASSETS - B & I		LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS	
DECREASE APPROPRIATION	2,133,000	DECREASE REVENUE	2,133,000
FACILITY REINVESTMENT CAPITAL PROGRAM		FACILITY REINVESTMENT CAPITAL PROGRAM	
NORWALK STATION DM REPAIRS		NORWALK STATION DM REPAIRS	
J26-CP-6014-65086-89220		J26-CP-94-9276-65086-89220	
CAPITAL ASSETS - B & I		LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS	
DECREASE APPROPRIATION	3,150,000	DECREASE REVENUE	3,150,000
FACILITY REINVESTMENT CAPITAL PROGRAM		FACILITY REINVESTMENT CAPITAL PROGRAM	
PDC HVAC & WATER DISTRIBUTION DM REPAIRS		PDC HVAC & WATER DISTRIBUTION DM REPAIRS	
J26-CP-6014-65086-89221		J26-CP-94-9276-65086-89221	
CAPITAL ASSETS - B & I		LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS	
DECREASE APPROPRIATION	4,592,000	DECREASE REVENUE	4,592,000
FACILITY REINVESTMENT CAPITAL PROGRAM		FACILITY REINVESTMENT CAPITAL PROGRAM	
EAST LA SERVICE CENTER PLUMBING REPLACEMENT		EAST LA SERVICE CENTER PLUMBING REPLACEMENT	
J26-CP-6014-65086-89246		J26-CP-94-9276-65086-89246	
CAPITAL ASSETS - B & I		LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS	
DECREASE APPROPRIATION	200,000	DECREASE REVENUE	200,000
FACILITY REINVESTMENT CAPITAL PROGRAM		FACILITY REINVESTMENT CAPITAL PROGRAM	
MALIBU ADMIN CENTER & LIBRARY ROOF & HVAC REPLACEMENT		MALIBU ADMIN CENTER & LIBRARY ROOF & HVAC REPLACEMENT	
J26-CP-6014-65086-89227		J26-CP-94-9276-65086-89227	
CAPITAL ASSETS - B & I		LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS	
DECREASE APPROPRIATION	6,000,000	DECREASE REVENUE	6,000,000
FACILITY REINVESTMENT CAPITAL PROGRAM		FACILITY REINVESTMENT CAPITAL PROGRAM	
HALL OF RECORDS FIRE SPRINKLER SYSTEM INSTALLATION		HALL OF RECORDS FIRE SPRINKLER SYSTEM INSTALLATION	
J26-CP-6014-65086-89226		J26-CP-94-9276-65086-89226	
CAPITAL ASSETS - B & I		LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS	

COUNTY OF LOS ANGELES
BUDGET ADJUSTMENT

FY 2022-23
4 - VOTES

SOURCES		USES	
DECREASE APPROPRIATION	10,080,000	DECREASE REVENUE	10,080,000
FACILITY REINVESTMENT CAPITAL PROGRAM		FACILITY REINVESTMENT CAPITAL PROGRAM	
CAMP AFFLERBAUGH DORM, SCHOOL & KITCHEN SYSTEM REPLACEMENTS		CAMP AFFLERBAUGH DORM, SCHOOL & KITCHEN SYSTEM REPLACEMENTS	
J26-CP-6014-65086-89235		J26-CP-94-9276-65086-89235	
CAPITAL ASSETS - B & I		LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS	
DECREASE APPROPRIATION	8,158,000	DECREASE REVENUE	8,158,000
FACILITY REINVESTMENT CAPITAL PROGRAM		FACILITY REINVESTMENT CAPITAL PROGRAM	
CAMP PAIGE VARIOUS BUILDING SYSTEM REPLACEMENTS		CAMP PAIGE VARIOUS BUILDING SYSTEM REPLACEMENTS	
J26-CP-6014-65086-89236		J26-CP-94-9276-65086-89236	
CAPITAL ASSETS - B & I		LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS	
DECREASE APPROPRIATION	5,998,000	DECREASE REVENUE	5,998,000
FACILITY REINVESTMENT CAPITAL PROGRAM		FACILITY REINVESTMENT CAPITAL PROGRAM	
ARBORETUM EAST PROPAGATION GREENHOUSE SYSTEM REPLACEMENTS		ARBORETUM EAST PROPAGATION GREENHOUSE SYSTEM REPLACEMENTS	
J26-CP-6014-65086-89229		J26-CP-94-9276-65086-89229	
CAPITAL ASSETS - B & I		LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS	
DECREASE APPROPRIATION	500,000	DECREASE REVENUE	500,000
FACILITY REINVESTMENT CAPITAL PROGRAM		FACILITY REINVESTMENT CAPITAL PROGRAM	
OBREGON PARK GYMNASIUM HVAC & ROOF REPLACEMENT		OBREGON PARK GYMNASIUM HVAC & ROOF REPLACEMENT	
J26-CP-6014-65086-89230		J26-CP-94-9276-65086-89230	
CAPITAL ASSETS - B & I		LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS	
DECREASE APPROPRIATION	957,000	DECREASE REVENUE	957,000
FACILITY REINVESTMENT CAPITAL PROGRAM		FACILITY REINVESTMENT CAPITAL PROGRAM	
RUBEN SALAZAR PARK GYM ELECTRICAL & ROOF REPAIRS		RUBEN SALAZAR PARK GYM ELECTRICAL & ROOF REPAIRS	
J26-CP-6014-65086-89232		J26-CP-94-9276-65086-89232	
CAPITAL ASSETS - B & I		LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS	
DECREASE APPROPRIATION	600,000	DECREASE REVENUE	600,000
FACILITY REINVESTMENT CAPITAL PROGRAM		FACILITY REINVESTMENT CAPITAL PROGRAM	
ADAMS & GRAND COMPLEX ROOFING, ELEVATORS & FIRE PROTECTION		ADAMS & GRAND COMPLEX ROOFING, ELEVATORS & FIRE PROTECTION	
J26-CP-6014-65086-89238		J26-CP-94-9276-65086-89238	
CAPITAL ASSETS - B & I		LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS	
DECREASE APPROPRIATION	11,670,000	DECREASE REVENUE	11,670,000
FACILITY REINVESTMENT CAPITAL PROGRAM		FACILITY REINVESTMENT CAPITAL PROGRAM	
MCCOURTNEY COMPLEX REPLACE ELECTRICAL & FIRE ALARM SYSTEMS		MCCOURTNEY COMPLEX REPLACE ELECTRICAL & FIRE ALARM SYSTEMS	
J26-CP-6014-65086-89243		J26-CP-94-9276-65086-89243	
CAPITAL ASSETS - B & I		LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS	
DECREASE APPROPRIATION	4,880,000	DECREASE REVENUE	4,880,000
FACILITY REINVESTMENT CAPITAL PROGRAM		FACILITY REINVESTMENT CAPITAL PROGRAM	
NORWALK STATION ELECTRICAL SYSTEM REPLACEMENT & SITE REPAIRS		NORWALK STATION ELECTRICAL SYSTEM REPLACEMENT & SITE REPAIRS	
J26-CP-6014-65086-89244		J26-CP-94-9276-65086-89244	
CAPITAL ASSETS - B & I		LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS	
DECREASE APPROPRIATION	5,922,000	DECREASE REVENUE	5,922,000
FACILITY REINVESTMENT CAPITAL PROGRAM		FACILITY REINVESTMENT CAPITAL PROGRAM	
TWIN TOWERS CORRECTIONAL CENTRAL PLANT REPLACE HVAC & ROOF		TWIN TOWERS CORRECTIONAL CENTRAL PLANT REPLACE HVAC & ROOF	

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BUDGET ADJUSTMENT

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SOURCES		USES	
J26-CP-6014-65086-89242		J26-CP-94-9276-65086-89242	
CAPITAL ASSETS - B & I		LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS	
DECREASE APPROPRIATION	10,284,000	DECREASE REVENUE	10,284,000
FACILITY REINVESTMENT CAPITAL PROGRAM		FACILITY REINVESTMENT CAPITAL PROGRAM	
PUBLIC ADMIN. WAREHOUSE REPLACE ROOF, HVAC & ELECTRICAL SYSTEM		PUBLIC ADMIN. WAREHOUSE REPLACE ROOF, HVAC & ELECTRICAL SYSTEM	
J26-CP-6014-65086-89245		J26-CP-94-9276-65086-89245	
CAPITAL ASSETS - B & I		LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS	
DECREASE APPROPRIATION	13,800,000	DECREASE REVENUE	13,800,000
		MEDICAL EXAMINER-CORONER	
		ME MECHANICAL, FIRE PROTECTION AND ELECTRICAL DM REPAIRS	
		A01-CP-6014-65029-87496	
		CAPITAL ASSETS - B & I	
		INCREASE APPROPRIATION	1,580,000
		REGISTRAR RECORDER	
		HARRY HUFFORD RR/CC DM REPAIRS	
		A01-CP-6014-65072-87547	
		CAPITAL ASSETS - B & I	
		INCREASE APPROPRIATION	135,000
		DISTRICT ATTORNEY	
		HALL OF RECORDS WINDOW WASHING APPARATUS DM REPAIRS	
		A01-CP-6014-65055-87577	
		CAPITAL ASSETS - B & I	
		INCREASE APPROPRIATION	11,000
		PROBATION	
		CAMP GLENN ROCKEY PUMP HOUSE PLUMBING DM REPAIRS	
		A01-CP-6014-65042-87637	
		CAPITAL ASSETS - B & I	
		INCREASE APPROPRIATION	348,000
		PROBATION	
		KIRBY CENTER COTTAGES E & F MEP AND SITE DM REPAIRS	
		A01-CP-6014-65042-87664	
		CAPITAL ASSETS - B & I	
		INCREASE APPROPRIATION	183,000
		PROBATION	
		PROBATION EAST LOS ANGELES AREA OFFICE	
		A01-CP-6014-65042-87633	
		CAPITAL ASSETS - B & I	
		INCREASE APPROPRIATION	83,000
		LA COUNTY LIBRARY	
		CARSON LIBRARY FIRE PROTECTION DM REPAIRS	
		A01-CP-6014-65044-87640	
		CAPITAL ASSETS - B & I	
		INCREASE APPROPRIATION	1,022,000

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12.19.22

COUNTY OF LOS ANGELES
BUDGET ADJUSTMENT

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SOURCES	USES
	PUBLIC SOCIAL SERVICES PASADENA AP DISTRICT OFFICE A01-CP-6014-65073-87649 CAPITAL ASSETS - B & I INCREASE APPROPRIATION 241,000
	PUBLIC SOCIAL SERVICES SOUTH CENTRAL AP DISTRICT OFFICE A01-CP-6014-65073-87648 CAPITAL ASSETS - B & I INCREASE APPROPRIATION 119,000
	SHERIFF DEPARTMENT CRDF ROOF ELEVATOR AND FIRE PROTECTION DM REPAIRS A01-CP-6014-65046-87678 CAPITAL ASSETS - B & I INCREASE APPROPRIATION 25,736,000
	SHERIFF DEPARTMENT SAN DIMAS STATION A01-CP-6014-65046-87677 CAPITAL ASSETS - B & I INCREASE APPROPRIATION 329,000
	SHERIFF DEPARTMENT SHERMAN BLOCK SHERIFF'S HEADQUARTERS BUILDING (EBR) A01-CP-6014-65046-87671 CAPITAL ASSETS - B & I INCREASE APPROPRIATION 4,271,000
	SHERIFF DEPARTMENT DETECTIVE SERVICES EAST A01-CP-6014-65046-87653 CAPITAL ASSETS - B & I INCREASE APPROPRIATION 312,000
	SHERIFF DEPARTMENT PICO RIVERA STATION A01-CP-6014-65046-87673 CAPITAL ASSETS - B & I INCREASE APPROPRIATION 411,000
	BOARD OF SUPERVISORS EXECUTIVE OFFICE HALL OF ADMINISTRATION ELECTRICAL SYSTEM REPLACEMENT A01-CP-6014-65060-87911 CAPITAL ASSETS - B & I INCREASE APPROPRIATION 250,000
	DISTRICT ATTORNEY HALL OF RECORDS ELECTRICAL SYSTEM REPLACEMENT A01-CP-6014-65055-87912 CAPITAL ASSETS - B & I

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12.19.22

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SOURCES		USES	
		INCREASE APPROPRIATION	500,000
FACILITY REINVESTMENT CAPITAL PROGRAM		FACILITY REINVESTMENT CAPITAL PROGRAM	
BARRY J NIDORF JUVENILE HALL INFIRMARY 13 DM REPAIRS		BARRY J NIDORF JUVENILE HALL INFIRMARY 13 DM REPAIRS	
J26-CP-94-9276-65086-89182		J26-CP-6014-65086-89182	
LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS		CAPITAL ASSETS - B & I	
INCREASE REVENUE	449,000	INCREASE APPROPRIATION	449,000
FACILITY REINVESTMENT CAPITAL PROGRAM		FACILITY REINVESTMENT CAPITAL PROGRAM	
WHITTIER PUBLIC HEALTH CENTER DM REPAIRS		WHITTIER PUBLIC HEALTH CENTER DM REPAIRS	
J26-CP-94-9276-65086-89197		J26-CP-6014-65086-89197	
LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS		CAPITAL ASSETS - B & I	
INCREASE REVENUE	1,350,000	INCREASE APPROPRIATION	2,578,000
FACILITY REINVESTMENT CAPITAL PROGRAM		FACILITY REINVESTMENT CAPITAL PROGRAM	
WEST COVINA REGIONAL LIBRARY DM REPAIRS		WEST COVINA REGIONAL LIBRARY DM REPAIRS	
J26-CP-94-9276-65086-89203		J26-CP-6014-65086-89203	
LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS		CAPITAL ASSETS - B & I	
INCREASE REVENUE	839,000	INCREASE APPROPRIATION	839,000
FACILITY REINVESTMENT CAPITAL PROGRAM		FACILITY REINVESTMENT CAPITAL PROGRAM	
HALL OF ADMIN FIRE PROTECTION DM REPAIRS		HALL OF ADMIN FIRE PROTECTION DM REPAIRS	
J26-CP-94-9276-65086-89215		J26-CP-6014-65086-89215	
LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS		CAPITAL ASSETS - B & I	
INCREASE REVENUE	11,577,000	INCREASE APPROPRIATION	11,577,000
FACILITY REINVESTMENT CAPITAL PROGRAM		FACILITY REINVESTMENT CAPITAL PROGRAM	
METRO EAST AP DISTRICT OFFICE HVAC AND ROOF DM REPAIRS		METRO EAST AP DISTRICT OFFICE HVAC AND ROOF DM REPAIRS	
J26-CP-94-9276-65086-89152		J26-CP-6014-65086-89152	
LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS		CAPITAL ASSETS - B & I	
INCREASE REVENUE	2,395,000	INCREASE APPROPRIATION	2,395,000
FACILITY REINVESTMENT CAPITAL PROGRAM		FACILITY REINVESTMENT CAPITAL PROGRAM	
EAST LOS ANGELES C.O.P.S. DM BUILDING REPAIRS		EAST LOS ANGELES C.O.P.S. DM BUILDING REPAIRS	
J26-CP-94-9276-65086-89219		J26-CP-6014-65086-89219	
LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS		CAPITAL ASSETS - B & I	
INCREASE REVENUE	414,000	INCREASE APPROPRIATION	414,000
SOURCES TOTAL	\$ 181,176,000	USES TOTAL	\$ 181,176,000

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