



**OPERATIONS CLUSTER  
AGENDA REVIEW MEETING**

**DATE:** April 19, 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 AS PERMITTED UNDER THE BOARD OF SUPERVISORS' FEBRUARY 7, 2023 ORDER SUSPENDING THE APPLICATION OF BOARD POLICY 3.055 UNTIL JUNE 30, 2023**

**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:  
APPROVAL OF AMENDMENT NO. 13 TO THE SOLE SOURCE AGREEMENT NO. H-702828 WITH HOSPITAL ASSOCIATION OF SOUTHERN CALIFORNIA  
DHS - Roel Amara, Nursing Director, Admin
  - B) Board Letter:  
NINE-YEAR LEASE  
DEPARTMENT OF HEALTH SERVICES  
10100 PIONEER BLVD, SANTA FE SPRINGS  
CEO/RE - Alexandra Nguyen-Rivera, Section Chief
  - C) Board Letter:  
LEASE NO. 300083 - AMENDMENT NO.1  
DEPARTMENT OF MENTAL HEALTH  
2260 EAST PALMDALE BLVD, PALMDALE  
CEO/RE - Michael Samsing, Section Chief

**CONTINUED ON PAGE 2**

D) Board Letter:  
EIGHT-YEAR LEASE  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
5835 SOUTH EASTERN AVENUE, COMMERCE  
CEO/RE - Alexandra Nguyen-Rivera, Section Chief

3. **PRESENTATION/DISCUSSION ITEMS:**

None available.

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

5. **Adjournment**

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**FUTURE AGENDA TOPICS**

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**CALENDAR LOOKAHEAD:**

- A) CEO/CLASS - COUNTYWIDE CLASSIFICATION/COMPENSATION ACTIONS
- B) TTC - NOTICE OF INTENT TO NEGOTIATE A SOLE SOURCE CONTRACT WITH PANORAMIC SOFTWARE, INC. TO REPLACE THE CLIENT AND ASSET MANAGEMENT LEGACY SYSTEM
- C) CEO/RE - EIGHT-YEAR LEASE, DEPARTMENT OF HEALTH SERVICES  
1100 CORPORATE CENTER DRIVE, SUITE 100, MONTEREY PARK
- D) CEO/RE - FIVE-YEAR LEASE, SHERIFF'S DEPARTMENT  
901 CORPORATE CENTER DRIVE, SUITE 310, MONTEREY PARK
- E) CEO/RE - FIVE-YEAR LEASE, DEPARTMENT OF PUBLIC HEALTH  
6101 WEST CENTINELA AVENUE, SUITE 300, CULVER CITY

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	4/19/2023		
<b>BOARD MEETING DATE</b>	5/2/2023		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Department of Health Services		
<b>SUBJECT</b>	Request approval of Amendment No. 13 to the sole source Agreement No. H-702828 with the Hospital Association of Southern California for the provision of the ReddiNet® Emergency Communications System utilized by County and non-County Hospitals.		
<b>PROGRAM</b>	Emergency Medical Services		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  If Yes, please explain why: The ReddiNet® System is a HASC proprietary software product and is the only emergency and disaster communications system network linked to LA County hospitals, EMS agencies, paramedics, dispatch centers, law enforcement, the Department of Public Health, and other health care system participants, which are all critical agencies to effective emergency and disaster management across LA County. Although there are similar systems in use in other areas of the country, none have been found to provide the level of functionality available as the ReddiNet® System. It would take a considerable amount of time and effort to transition from the ReddiNet® System to another product. DHS' disaster response capability would be severely compromised if this Agreement is not renewed, because emergency departments and the LA County MAC would be unable to communicate emergency departments' availability status.		
<b>DEADLINES/ TIME CONSTRAINTS</b>	Agreement is currently on automatic monthly extension through June 30, 2023, unless sooner terminated or cancelled pursuant to the terms of the agreement.		
<b>COST &amp; FUNDING</b>	Total cost: \$2,153,377	Funding source: Hospital Preparedness Program grant funding	
	TERMS (if applicable): Extend the term for six years, through June 30, 2029.		
	Explanation: Increase the Maximum Agreement Sum from \$1,362,128 to \$2,153,377, an increase of \$791,249 to the County's Maximum obligation. Which is fully offset by Hospital Preparedness Program grant funding, therefore, no impact on Net County Cost. Funding for the first year of this Amendment term is included in the DHS' Fiscal Year 2023-24 Recommended Budget pending Board approval and will be requested in future fiscal years, as needed.		
<b>PURPOSE OF REQUEST</b>	Approval to the Director, or designee, to execute an amendment to extend the agreement with HASC to ensure uninterrupted day-to-day operations and continued maintenance and support for County and non-County Hospitals and increase funding.  Approval to the Director, or designee, to amend the Agreement to increase the maximum obligation by no more than ten percent (10%) annually, to pay for any additional, as-needed programming, installation, maintenance, and service repair costs.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	On June 19, 2007, the Board approved the initial Agreement with HASC, which provides centralized coordination, maintenance, and administration of ReddiNet® for on-going support services.  ReddiNet® provides an invaluable tool for determining the real-time status of hospital emergency departments throughout the County. ReddiNet® is utilized on an on-going basis to: 1) monitor the diversion status of emergency departments to determine the most appropriate facility for transporting 9-1-1 ambulance patients; 2) inform hospitals of incoming 9-1-1 patients; and 3) transmit and receive information from hospitals during a disaster.		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:		
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Roel Amara, Nursing Director, Admin (562) 378-1598 <a href="mailto:ramara@dhs.lacounty.gov">ramara@dhs.lacounty.gov</a>		

May 2, 2023

**Los Angeles County  
Board of Supervisors**

**Hilda L. Solis**  
First District

**Holly J. Mitchell**  
Second District

**Lindsey P. Horvath**  
Third District

**Janice K. Hahn**  
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**Kathryn Barger**  
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**Christina R. Ghaly, M.D.**  
Director

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

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

**Elizabeth M. Jacobi, J.D.**  
Administrative Deputy

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

Dear Supervisors:

**APPROVAL OF AMENDMENT NO. 13  
TO THE SOLE SOURCE AGREEMENT NO. H-702828  
WITH HOSPITAL ASSOCIATION OF SOUTHERN CALIFORNIA  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

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

**SUBJECT**

Request approval of Amendment No. 13 to the sole source Agreement No. H-702828 with the Hospital Association of Southern California to extend the term for the provision of the ReddiNet® Emergency Communications System utilized by County and non-County Hospitals, and delegate authority to execute this and future amendments, to include increasing the maximum obligation not to exceed ten percent (10%) annually.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the Director of Health Services (Director), or designee, to execute Amendment No. 13 to Agreement No. H-702828 with the Hospital Association of Southern California (HASC), effective upon execution following Board approval, for the provision of maintenance and support services for the ReddiNet® Emergency Communications System (ReddiNet®), to: (i) extend the term of the Agreement for six years, through June 30, 2029; and (ii) increase the Maximum Agreement Sum from \$1,362,128 to \$2,153,377, an increase of \$791,249 to the County's Maximum obligation.

2. Delegate authority to the Director, or designee, to execute future amendments to the Agreement to: (i) increase the County's maximum obligation by no more than ten percent (10%) annually, to pay for any additional, as-needed programming, installation, maintenance, and service repair costs, (ii) add, delete, and/or change terms and conditions as mandated by Federal or State law or regulation, County policy, County's Board of Supervisors (Board) and/or Chief Executive

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Los Angeles, CA 90012

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patients and our communities by  
providing extraordinary care"*



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Office (CEO), subject to prior review and approval by County Counsel, with notice to the Board and CEO for action (i).

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

### Background:

HASC first developed ReddiNet® in the 1970s as a radio-based system which has evolved into its current form as a satellite-based internet system. ReddiNet® provides an invaluable tool for determining the real-time status of hospital emergency departments throughout the County, and is utilized on an on-going basis to: 1) monitor the diversion status of emergency departments to determine the most appropriate facility for transporting 9-1-1 ambulance patients; 2) inform hospitals of incoming 9-1-1 patients; and 3) transmit and receive information from hospitals during a disaster. Under Health and Safety Code, Section 1797.152, the Los Angeles County Emergency Medical Services (EMS) Agency Director serves as the State's Region I (Orange, Los Angeles, Ventura, Santa Barbara and San Luis Obispo Counties) Regional Disaster Medical and Health Coordinator (RDMHC). The RDMHC is responsible for developing plans for the provision of medical and public health mutual aid among the Counties in Region I and coordinating regional activities in response to a disaster. All the Counties in Region I utilize ReddiNet® for their day-to-day management of diversion and other aspects of emergency services. In addition, during a disaster ReddiNet® is the communication tool utilized to coordinate the response activities.

ReddiNet® is a HASC proprietary software product and is the only emergency and disaster communications system network linked to Los Angeles County hospitals, EMS agencies, paramedics, dispatch centers, law enforcement, the Departments of Public and Mental Health, the Office of Emergency Management, and other health care system participants, which are all critical agencies to effective emergency and disaster management across the County. Since the Proclamation of Local and Public Health Emergency due to the Coronavirus Disease 2019 (COVID-19) on March 7, 2020, HASC has been adaptive and responsive to implementing necessary additions and changes that resulted in making their platform even more functional during the COVID-19 response. These changes included modifications to collecting hospital COVID-19 burden data, modification of the resource request form, integration with the State's ordering system "Salesforce," and waiving fees for non-member healthcare entities that enabled those entities to have immediate access to the software which minimized communication delays.

### Recommendations:

Approval of Recommendation No. 1 will allow the Director, or designee, to execute an amendment substantially similar to Exhibit I with HASC to ensure uninterrupted day-to-day operations and continued maintenance and support for County and non-County Hospitals. The current Agreement expires June 30, 2023.

Approval of Recommendation No. 2 will allow the Director, or designee, to amend the Agreement to increase the maximum obligation by no more than ten percent (10%)

annually, to pay for any additional, as-needed programming, installation, maintenance, and service repair costs, and to add, delete, and/or change non-substantive terms and conditions or make other changes as required by the Board, or to comply with federal and state law or regulation, subject to prior review and approval by County Counsel.

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

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

### **FISCAL IMPACT/FINANCING**

The estimated County maximum obligation for the extension period from July 1, 2023, to June 30, 2029, is \$791,249. This is fully offset by Hospital Preparedness Program Grant. Funding is included in the Fiscal Year 2023-24 DHS Recommended Budget pending Board's approval, and will be requested in future fiscal years, as needed. There is no impact to net County cost.

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

On June 19, 2007, the Board approved the initial Agreement with HASC, which provides centralized coordination, maintenance, and administration of ReddiNet® for on-going support services. Subsequent Amendments have extended the Agreement through June 30, 2023. This Amendment will extend the term of this Agreement through June 30, 2029, and allocate funding.

The Agreement may be terminated by either party with the provision of 90-day prior written notice.

County Counsel has approved Exhibit I as to form.

In compliance with Board Policy 6.020 "Chief Information Office Board Letter," the OCIO reviewed the information technology (IT) components of this request and recommends approval of Amendment No. 13. The OCIO determined this recommended action does not include any new IT items that would necessitate a formal written CIO Analysis.

The Department has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the Agreement, and it is exempt from Proposition A (County Code Chapter 2.121).

### **CONTRACTING PROCESS**

On March 4, 2022, DHS notified the Board of its intent to enter into sole source negotiations for the extension of Agreement No. H-702828 with HASC in accordance with Board Policy No. 5.100. Attachment A is a copy of the March 4, 2022, notice to the Board. The Sole Source checklist is attached as Attachment B in compliance with this Board Policy.

ReddiNet® was designed and developed by HASC under a sole source agreement with the County and is the only product that provides a redundant satellite-based communication system. The Department is not aware of any other vendors whose systems provide the same benefit of rapid response in the event of a disaster to enable hospitals to divert patients to other hospitals with available beds. There are no other vendors providing dual communication protocols that are essential for an emergency communication system that has proven effective since its implementation in 1988.

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

Approval of the recommended actions will allow the continued use of a reliable countywide emergency and disaster communications system utilized by County and non-County Hospitals and associated emergency service providers.

Respectfully submitted,

Reviewed by:

Christina R. Ghaly, M.D.  
Director

Peter Loo  
Acting Chief Information Officer

CRG:am

Enclosure

c: Chief Executive Office  
County Counsel  
Executive Office, Board of Supervisors  
Auditor-Controller  
Emergency Medical Services Commission  
Hospital Association of Southern California

Agreement No. H-702828

EMERGENCY AND DISASTER MANAGEMENT SERVICES AGREEMENT  
REDDINET® EMERGENCY COMMUNICATIONS SYSTEM

Amendment No. 13

THIS AMENDMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023,

By and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

And

HOSPITAL ASSOCIATION OF  
SOUTHERN CALIFORNIA  
(hereafter "Contractor")

Business Address:

515 S. Figueroa St., Suite 1300  
Los Angeles, CA 90071

WHEREAS, reference is made to that certain document entitled "EMERGENCY AND DISASTER MANAGEMENT SERVICES AGREEMENT REDDINET® EMERGENCY COMMUNICATIONS SYSTEM," dated July 1, 2007, and further identified as Agreement No. H-702828, including any amendments and any other modifications thereto (cumulatively hereafter referred to as "Agreement"); and

WHEREAS, on [insert date here] the County's Board of Supervisors delegated authority to the Director of Health Services, or authorized designee, to among other delegations, to (i) extend the term of the Agreement: and (ii) increase the Maximum Agreement Sum by \$791,249; and

WHEREAS, Agreement provides that changes in accordance to Paragraph 41, Alteration of Terms may be made in the form of an Amendment which is formally approved and executed by the parties; and

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



NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall be effective upon execution.
2. The Agreement is hereby incorporated by reference, and all of its terms and conditions, including capitalized terms defined herein, shall be given full force and effect as if fully set forth herein.
3. The Agreement, Paragraph 1, TERM is deleted in its entirety and replaced to read as follows:

"1. TERM:

The term of this Agreement shall commence on July 1, 2007, and continue through June 30, 2029, unless sooner terminated, revoked, or canceled pursuant to the terms of this Agreement.

The 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 the County will exercise an Agreement term extension option."

4. The Agreement, Sub-paragraph 3.A, MAXIMUM COUNTY OBLIGATION is deleted in its entirety and replaced to read as follows:

"3. MAXIMUM COUNTY OBLIGATION:

A. County's maximum obligation for Contractor's services provided hereunder shall not exceed a total of \$2,153,377 for the term of the Agreement, partially off-set by grant funding from the HPP, Exhibit D-1, U.S. Department of Health and Human Services, Assurances-Non Construction Programs, in the amount of \$1,376,955, and with a net County cost of \$776,422, which shall not exceed rates detailed in Exhibit C-6, FEES: TERMINAL FEES AND SOFTWARE LICENSE, and Attachment I-C-6, FEE SCHEDULE, TERMINAL MANAGEMENT and SOFTWARE LICENSE, attached hereto and incorporated by reference."

5. The Agreement, Exhibit C-5, FEES, TERMINAL FEES AND SOFTWARE LICENSE dated October 2022, is deleted in its entirety and replaced by Exhibit C-6, FEES, TERMINAL FEES AND SOFTWARE LICENSE, dated February 2023, attached hereto and incorporated by reference. All references in the Agreement to Exhibit C-5, shall hereafter be replaced by Exhibit C-6.
6. The Agreement, Attachment I-C-5, FEE SCHEDULE, TERMINAL MANAGEMENT AND SOFTWARE LICENSE dated October 2022, is deleted

# EXHIBIT I

in its entirety and replaced by Attachment I-C-6, FEE SCHEDULE, TERMINAL MANAGEMENT AND SOFTWARE LICENSE, dated February 2023, attached hereto and incorporated by reference. All references in the Agreement to Attachment I-C-5, shall hereafter be replaced by Attachment I-C-6.

7. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

[illegible]

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

COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
Christina R. Ghaly, M.D.  
Director of Health Services

CONTRACTOR

HOSPITAL ASSOCIATION OF  
SOUTHERN CALIFORNIA

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Title

APPROVED AS TO FORM:  
DAWYN R. HARRISON  
County Counsel

By: \_\_\_\_\_  
Brian T. Chu, Principal Deputy County Counsel



March 4, 2022

**Los Angeles County  
Board of Supervisors**

**Hilda L. Solis**  
First District


**Holly J. Mitchell**  
Second District

**Sheila Kuehl**  
Third District

**Janice Hahn**  
Fourth District

**Kathryn Barger**  
Fifth District

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

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

SUBJECT: **ADVANCE NOTIFICATION OF INTENT TO EXTEND SOLE  
SOURCE AGREEMENT NO. H-702828 WITH HOSPITAL  
ASSOCIATION OF SOUTHERN CALIFORNIA**

**Christina R. Ghaly, M.D.**  
Director

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

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

**Elizabeth M. Jacobi, J.D.**  
Administrative Deputy

This is to advise the Board of Supervisors (Board) that the Department of Health Services (DHS) intends to request the approval of an extension to the existing sole source agreement with the Hospital Association of Southern California (HASC) for the Emergency and Disaster Management Services ReddiNet® Emergency Communications System (ReddiNet® System), Agreement No. H-702828 (Agreement) utilized by the DHS Emergency Medical Services (EMS) Agency. The EMS Agency serves as the coordination point between the Los Angeles County's (LA County's) Medical Alert Center (MAC), 80 private hospitals and the four DHS hospitals. DHS has determined that continuity of this Agreement is essential to maintaining a reliable countywide emergency and disaster communications system.

Board Policy No. 5.100 requires written notice of a department's intent to enter into sole source negotiations for an extension of a Board approved agreement at least six months prior to the agreement's expiration date. DHS will exhaust its delegation of authority to extend the Agreement on June 30, 2022.

**Background**

HASC was founded in 1923 as a not-for-profit 501(c)(6) regional trade association. HASC is dedicated to effectively advancing the interests of hospitals in 15 California counties. They are comprised of more than 170 member hospitals and health systems, plus numerous related professional associations and associate members, all with a common goal: to improve the operating environment for hospitals and the health status of the communities they serve.

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Los Angeles, CA 90012

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patients and our communities by  
providing extraordinary  
care"*



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HASC first designed, developed, and customized the ReddiNet® System for LA County in the 1970s as a radio-based system and since its implementation by LA County in 1989 has evolved into its current form as a satellite-based internet system. The ReddiNet® System provides an invaluable tool for determining the real-time status of hospital emergency departments throughout LA County.

Under the current Agreement, HASC has implemented the following proprietary solutions through the ReddiNet® System and is utilized on an on-going basis to: 1) maintain uninterrupted communication between LA County's MAC and emergency respondents during an emergency and/or disaster, and further enable DHS to continue with uninterrupted operations; 2) monitor the diversion status of emergency departments to determine the most appropriate facility for transporting 9-1-1 ambulance patients; 3) inform hospitals of incoming 9-1-1 patients; and 4) transmit and receive information from hospitals during a disaster. Pursuant to the Health and Safety Code Division 2.5 Article 4 Medical Disasters, 1797.152, LA County's EMS Agency Director serves as the State's Region I, (Orange, Los Angeles, Ventura, Santa Barbara and San Luis Obispo Counties), Regional Disaster Medical and Health Coordinator (RDMHC). The RDMHC is responsible for developing plans for the provision of medical and public health mutual aid among the Counties in Region I and coordinating regional activities in response to a disaster. All the Counties in Region I utilize the ReddiNet® System for their day-to-day management of diversion and other aspects of emergency services. In addition, during a disaster the ReddiNet® System is the communication tool utilized to coordinate the response activities.

### **Justification**

The ReddiNet® System is a HASC proprietary software product and is the only emergency and disaster communications system network linked to LA County hospitals, EMS agencies, paramedics, dispatch centers, law enforcement, the Department of Public Health, and other health care system participants, which are all critical agencies to effective emergency and disaster management across LA County. Although there are similar systems in use in other areas of the country, none have been found to provide the level of functionality available as the ReddiNet® System. It would take a considerable amount of time and effort to transition from the ReddiNet® System to another product. DHS' disaster response capability would be severely compromised if this Agreement is not renewed, because emergency departments and the LA County MAC would be unable to communicate emergency departments' availability status.

### **Conclusion**

DHS has determined that due to the critical nature of the ReddiNet® System and the robust functionality it provides during major disasters and/or public health emergencies such as the COVID-19 pandemic, HASC is uniquely positioned to continue providing the services that will permit DHS facilities to continue meeting their EMS needs without interruption. DHS will commence negotiations for the Agreement's extension no earlier than four weeks from the date of this notification unless otherwise instructed by the Board.

Each Supervisor  
March 4, 2022  
Page 3

If you have any questions, you may contact me or your staff may contact Richard Tadeo, EMS Assistant Director, at (562) 378-1610 or by email at [rtadeo@dhs.lacounty.gov](mailto:rtadeo@dhs.lacounty.gov).

CRG:am

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

EMERGENCY AND DISASTER MANAGEMENT SERVICES AGREEMENT  
REDDINET® EMERGENCY COMMUNICATIONS SYSTEM

Amendment No. 12

THIS AMENDMENT is made and entered into this 22nd day of December, 2022,

By and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

And

HOSPITAL ASSOCIATION OF  
SOUTHERN CALIFORNIA  
(hereafter "Contractor")

Business Address:

515 S. Figueroa St., Suite 1300  
Los Angeles, CA 90071

WHEREAS, reference is made to that certain document entitled "EMERGENCY AND DISASTER MANAGEMENT SERVICES AGREEMENT REDDINET® EMERGENCY COMMUNICATIONS SYSTEM," dated July 1, 2007, and further identified as Agreement No. H-702828, including any amendments and any other modifications thereto (cumulatively hereafter referred to as "Agreement"); and

WHEREAS, on May 21, 2019, the Board of Supervisors (Board) delegated authority to the Director of the Department of Health Services (DHS Director) or her designee, to, among other delegations, execute Amendments to agreements that are fully or partially funded by the Hospital Preparedness Program (HPP) grant, to increase funding for each year an award is accepted, to allow for the redirection of funds, and to expand services required to support the HPP, and to make other changes as required by the Board; and

WHEREAS, on March 15, 2022, the Board delegated authority to the DHS Director or designee, to, among other delegations, amend contracts slated to expire by September 30, 2022 to: (i) extend their term on a month-to-month basis, in any increment, until the end of the month of the six-month anniversary following the date on which the Proclamation of local and Public Health Emergency due to the Coronavirus Disease 2019 (COVID-19) Health Emergency Proclamation is lifted by the Board; (ii) reaffirm delegations of authority previously granted to the Director for each contract; and (iii) increase the contract rates and/or the maximum County obligation, and

WHEREAS, it is the intent of the parties hereto to amend the Agreement to: (i) extend the Agreement term; and (ii) revise the respective Fee Schedules and to provide for other changes as set forth herein:

WHEREAS, Agreement provides that changes in accordance to Paragraph 41, Alteration of Terms may be made in the form of an Amendment which is formally approved and executed by the parties; and

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

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall be effective upon execution.
2. The Agreement is hereby incorporated by reference, and all of its terms and conditions, including capitalized terms defined herein, shall be given full force and effect as if fully set forth herein.
3. The Agreement, Paragraph 1, TERM is deleted in its entirety and replaced to read as follows:

"1. TERM:

The term of this Agreement shall commence on July 1, 2007, and continue through December 30, 2022, after which the Agreement shall automatically extend on a month-to-month basis and shall expire on June 30, 2023, unless sooner terminated, revoked, or canceled pursuant to the terms of this Agreement.

At the end of June 30, 2023, the Agreement shall be extended automatically on a month-to-month basis, with no further actions required by the parties ("Extension Period"), until and through June 30, 2023 or the end of the month of the six-month anniversary of the Board's lifting of the proclamation of the Emergency, whichever occurs earlier, unless the County's intent not to exercise the subsequent remaining one-month extension option.

The 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 the County will exercise an Agreement term extension option."



4. The Agreement, Sub-paragraph 3.A, MAXIMUM COUNTY OBLIGATION is deleted in its entirety and replaced to read as follows:

"3. MAXIMUM COUNTY OBLIGATION:

A. County's maximum payment obligation for Contractor's services provided hereunder shall not exceed a total of \$1,819,547 for the term of the Agreement, partially off-set by grant funding from the HPP, Exhibit D-1, U.S. Department of Health and Human Services, Assurances-Non Construction Programs, in the amount of \$1,043,125, and with a net County cost of \$776,422, which shall not exceed rates detailed in Exhibit C-5, Fees: Terminal Fees and Software License, and Attachment I-C-5, Fee Schedule, Terminal Management and Software License, attached hereto and incorporated by reference."

5. The Agreement, Paragraph 14., CONFIDENTIALITY is deleted in its entirety and replaced to read as follows:

"14. CONFIDENTIALITY:

14.1 The Contractor shall maintain the confidentiality of all records and Information, including, but not limited to, billings, the County records and patient records, 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.

14.2 Furthermore, the Contractor shall: (i) not use any such records or information for any purpose whatsoever other than carrying out the express terms of this Agreement; (ii) promptly transmit to the County all requests for disclosure of any such records or information; (iii) not disclose, except as otherwise specifically permitted by this Agreement, any such records or information to any person or organization other than the County without the County's prior written authorization that the information is releasable; and (iv) at the expiration or termination of this Agreement, return all such records and information to the County or maintain such records and information in accordance with the written procedures that may be provided or made available to the Contractor by the County for this purpose.

14.3 The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, and

agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, administrative penalties and fines assessed including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or subcontractors, to comply with this Sub-paragraph 14.2, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Sub-paragraph 14.2 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.

14.4 The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality and indemnification provisions of this Agreement.

14.5 The Contractor shall sign and adhere to the provisions of the Exhibit E-1 - Contractor Acknowledgement and Confidentiality Agreement on behalf of itself and all employees, subcontractors, agents and other persons who may provide work on behalf of Contractor under this Agreement."

6. The Agreement, Paragraph 24., NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW is deleted in its entirety and replaced to read as follows:

"24. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW:

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. Exhibit I provides a link to the County's website where the Contractor can access posters and other campaign material."

7. The Agreement, Paragraph 25., CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW is deleted in its entirety and replaced to read as follows:

**“25. CONTRACTOR’S ACKNOWLEDGEMENT OF COUNTY’S  
COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County’s policy to encourage all County Contractors to voluntarily post the County’s “Safely Surrendered Baby Law” poster in a prominent position at the Contractor’s place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor’s place of business. The Contractor, and its subcontractor(s), can access posters and other campaign material at <https://www.lacounty.gov/residents/family-services/child-safety/safe-surrender/>. “

8. The Agreement Paragraph 41., ALTERATIONS OF TERMS is deleted in its entirety and replaced to read as follows:

**“41. ALTERATIONS OF TERMS:**

41,1 For any change which affects the scope of work, term, Agreement Sum, payments, or any term or condition included under this Agreement, an Amendment shall be prepared by the County and then executed by the Contractor and by the Board of Supervisors or its authorized designee.

41.2 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 Agreement during the term of this Agreement. The County reserves the right to add and/or change such provisions as required by the County’s Board of Supervisors, Chief Executive Officer or designee. To implement such changes, an Amendment to the Agreement shall be prepared by the County and then executed by the Contractor and by the Board of Supervisors, or its authorized designee.

41.3 The Director, or designee, may at its sole discretion, authorize extensions of time as defined in Paragraph 1. - Term of Agreement. The Contractor agrees that such extensions of time shall not change any other term or condition of this Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Agreement shall be prepared by the County and then executed by the Contractor and by the Director or designee.

41.4 The Director, or designee may require, at its sole discretion, the addition and/or change of certain terms and conditions in the

Agreement to conform to changes in federal or state law or regulation, during the term of this Agreement. The County reserves the unilateral right to add and/or change such provisions as required by law or regulation, without the need for the Contractor's written consent, to preserve this Agreement's conformity and compliance to federal and state law or regulation. To implement such changes, an Amendment to the Agreement shall be prepared by the County and then executed by the Contractor and by the Director or designee."

9. The Agreement is modified to add Paragraph 61., COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL to read as follows:

"61. COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL:

- 61.1 At Contractor's sole cost, Contractor shall 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 Coronavirus Disease 2019 ("COVID-19") prior to (i) interacting in person with County employees, interns, volunteers and commissioners ("County workforce members"), (ii) working on County owned or controlled property while performing services under this Contract, and/or (iii) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").
- 61.2 Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received the last dose of COVID-19 vaccine required by DHS by policy or otherwise, which at a minimum is (i) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (ii) a single-dose COVID-19 vaccine (e.g. Johnson & Johnson [J&J]/Janssen), or (iii) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").
- 61.3 Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated by confirming that Contractor Personnel is vaccinated through any of the following documentation: (i) 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"); (ii) copy (including a photographic copy) of a Vaccination Record Card; (iii) Documentation of vaccination from a licensed medical provider; (iv) a digital record that includes a quick response ("QR") code that when scanned by a SMART Health Card 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 (v) documentation of vaccination from contractors who follow the CDPH vaccination records guidelines and standards. Contractor shall also provide written notice to County before the start of work under this Agreement that its Contractor Personnel are in compliance with the requirements of this paragraph. Contractor shall retain such proof of vaccination for the document retention period set forth in this Agreement and must provide such records to the County for audit purposes, when required by County.

61.4 Contractor shall 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 (i) interacting in person with County workforce members, (ii) working on County owned or controlled property while performing services under this Contract, and/or (iii) coming into contact with the public while performing services under this Contract:

- 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.
- c. Engage in proper physical distancing, as determined by the applicable County department that the Agreement is for.

61.5 In addition to complying with the requirements of this paragraph, Contractor shall also comply with all other applicable local,

departmental, State, and federal laws, regulations and requirements relating to COVID-19.

10. The Agreement is modified to add Paragraph 62, FACSIMILE REPRESENTATIONS to read as follows:

“62. FACSIMILE REPRESENTATIONS:

“The County and the Contractor hereby agree to regard appropriate facsimile or digital representations of original signatures of authorized officers received via a facsimile or electronic communicative as legally sufficient evidence, such that the parties need not follow up facsimile or digital/electronic transmissions of such documents with subsequent (non-facsimile) transmission of “original” versions.”

11. The Agreement, Exhibit C-4, FEES, TERMINAL FEES AND SOFTWARE LICENSE dated June, 2022 is deleted in its entirety and replaced by Exhibit C-5, FEES, TERMINAL FEES AND SOFTWARE LICENSE, dated October 2022 attached hereto and incorporated by reference. All references in the Agreement to Exhibit C-4, shall hereafter be replaced by Exhibit C-5.
12. The Agreement, Attachment I-C-4, FEE SCHEDULE, TERMINAL MANAGEMENT AND SOFTWARE LICENSE dated June, 2022, is deleted in its entirety and replaced by Attachment I-C-5, FEE SCHEDULE, TERMINAL MANAGEMENT AND SOFTWARE LICENSE, dated October 2022 attached hereto and incorporated by reference. All references in the Agreement to Attachment I-C-4, shall hereafter be replaced by Attachment I-C-5.
13. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.


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

COUNTY OF LOS ANGELES


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

CONTRACTOR

HOSPITAL ASSOCIATION OF  
SOUTHERN CALIFORNIA

By:  Digitally signed by George Greene  
Date: 2022.12.23 12:24:52 -08'00'  
\_\_\_\_\_  
Signature  
George W Greene Esq  
\_\_\_\_\_  
Printed Name  
President and CEO  
\_\_\_\_\_  
Title

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

By:   
Brian T. Chu (Jan 4, 2023 11:29 PST)  
\_\_\_\_\_  
Brian T. Chu, Principal Deputy County Counsel

**FEES**

**TERMINAL FEES AND SOFTWARE LICENSE**

A. County agrees to pay Contractor the fees set forth in Attachment I-C-5, Fee Schedule. Such fees shall be due and payable each calendar quarter. Contractor will submit an invoice to County, at the address designated by County, once each calendar quarter during the months of January, April, July and October, and payments shall be due and payable from County at the end of the calendar quarter.

B. Until and unless revised in accordance with Section 3, Maximum County Obligation, of the Agreement, the Maximum Agreement Sum for Contractor's services under this Agreement, including ReddiNet® licensing fees and all applicable taxes, authorized by County hereunder shall not exceed the total Fiscal Year (FY) amounts as follows:

1. FY 2007-2008: One Hundred-Eighty-Five Thousand, Six Hundred Twenty-Two Dollars (**\$185,622**) the first year, which includes an allocation of One Hundred Eighteen Thousand, Nine Hundred Seventy-Six Dollars (**\$118,976**) for the Program consultant-trainer;

2. FY 2008-2009: One Hundred Seventy-Nine Thousand, Two Hundred Sixty-Seven Dollars (**\$179,267**) the second year, which includes One Hundred Twenty-Three Thousand, Seven Hundred Thirty-Five Dollars (**\$123,735**) for the Program consultant-trainer;

3. FY 2009-2010: Seventy-Nine Thousand, Two Hundred One Dollars (**\$79,201**) the third year, which includes Twenty One Thousand, Four Hundred Forty- Eight Dollars (**\$21,448**) for the Program consultant-trainer;

4. FY 2010-2011: Sixty-Thousand, Sixty-Three Dollars (**\$60,063**) the fourth year;

5. FY 2011-12: Thirty-One Thousand, One Hundred Three Dollars (**\$31,103**) the fifth year;

6. FY 2012-13: Seventy-Five Thousand, Nineteen Dollars (**\$75,019**) the sixth year;



7. FY 2013-14: Forty-Nine Thousand, Three Hundred Ninety-Five Dollars (**\$49,395**) the seventh year;
8. FY 2014-15: Fifty-One Thousand, Ninety-Two Dollars (**\$51,092**) the eighth year;
9. FY 2015-16: Sixty-Nine Thousand, Three Hundred Twenty-Four Dollars (**\$69,324**) the ninth year;
10. FY 2016-17: Sixty-Five Thousand, Seven Hundred Forty Dollars (**\$65,740**) the tenth year;
11. FY 2017-18: Sixty-Two Thousand, Fifty-Two Dollars (**\$62,052**) the eleventh year;
12. FY 2018-19: Sixty-Seven Thousand, Six Hundred Fifty-Two Dollars (**\$67,652**) the twelfth year;
13. FY 2019-20: Eighty-Four Thousand, Nine Hundred Fifty-Six Dollars (**\$84,956**) the thirteenth year;
14. FY 2020-21: Ninety-One Thousand, Three Hundred Twenty-Nine Dollars (**\$91,329**) the fourteenth year;
15. FY 2021-22: One Hundred Three Thousand, Seven Hundred Twelve Dollars (**\$103,712**) the fifteenth year;
16. FY 2022-23: One Hundred Six Thousand, One Hundred Fifty Dollars (**\$106,150**) the sixteenth year.

This Maximum Agreement Sum covers all services delineated in Exhibit A, Service Level Agreement Hardware, and Exhibit B, Service Level Agreement Software License, attached hereinabove and incorporated by reference. Fees for software development or customization services, significant new Software functionality, support services outside the scope of this Agreement or any additional services are separate and not included in the above amounts.

C. Departmental Service Order: DHS shall bill a Departmental Service Order ("DSO") for the applicable costs to the County Departments of Public Health, Mental Health and Fire, for services provided by EMS.

D. Relocation of Equipment: Contractor shall invoice County for relocation of equipment fees.

FEE SCHEDULE  
TERMINAL MANAGEMENT AND SOFTWARE LICENSE  
July 2007 - June 2008

Facility	# Terminals	Terminal Management				Software Modules	Consultant Trainer	Total
		Current	License	Software License	Software Modules			
Coordination Points [only software]	3	\$ -	\$ -	-			118,976	118,976
LAC-USC Medical Center	1	5,431	1,820	1,820	A,B,C,D,E,F			7,251
Harbor-UCLA Medical Center	1	5,431	1,820	1,820	A,B,C,D,E,F			7,251
MLK-Harbor Hospital	1	5,431	1,820	1,820	A,B,C,D,E,F			7,251
Rancho Los Amigos	1	5,431	728	728	D,E			6,159
Olive View	1	5,431	1,820	1,820	A,B,C,D,E,F			7,251
High Desert - MACC	1	5,431	728	728	D,E			6,159
Mental Health	0	-	375	375	B			375
***Historical Record Data		13,250						13,250
<b>Psych. Diversion Program</b>								
Bellflower Medical Center	0				H			1,300
BHC Alhambra Hospital	0				H			1,300
Brotman Medical Center	0				H			1,300
City of Angels Med Center	0				H			1,300
College Hospital Cerritos	0				H			1,300
College Hosp Costa Mesa	0				H			1,300
Mission Comm Hospital	0				H			1,300
Pacific Hospital of Long Beach	0				H			1,300
Pacifica Hosp of the Valley	0				H			1,300
<b>TOTAL FY 07 - 08</b>		<b>\$ 45,836</b>	<b>\$ 9,111</b>				<b>118,976</b>	<b>\$ 185,622</b>

FEE SCHEDULE  
TERMINAL MANAGEMENT AND SOFTWARE LICENSE  
July 2008 - June 2009

Facility	# Terminals	Terminal Management				Software Modules	Consultant Trainer	Total
		Current	License	Software	Software			
Coordination Points [only software]	3	\$ -	\$ -				123,735	123,735
LAC-USC Medical Center	1	5,874	1,969		A,B,C,D,E,F			7,541
Harbor-UCLA Medical Center	1	5,874	1,969		A,B,C,D,E,F			7,541
MLK-Harbor Hospital	1	5,874	1,969		A,B,C,D,E,F			7,541
Rancho Los Amigos	1	5,874	787		D,E			6,405
Olive View	1	5,874	1,969		A,B,C,D,E,F			7,541
High Desert - MACC	1	5,874	787		D,E			6,405
Mental Health	0	-	406		B			390
***Historical Record Data								
<b>Psych. Diversion Program</b>								
Bellflower Medical Center	0		1,406		H			1,352
BHC Alhambra Hospital	0		1,406		H			1,352
Brotman Medical Center	0		1,406		H			1,352
City of Angels Med Center	0		1,406		H			1,352
College Hospital Cerritos	0		1,406		H			1,352
College Hosp Costa Mesa	0		1,406		H			1,352
Mission Comm Hospital	0		1,406		H			1,352
Pacific Hospital of Long Beach	0		1,406		H			1,352
Pacifica Hosp of the Valley	0		1,406		H			1,352
<b>TOTAL FY 08 - 09</b>		<b>\$ 33,889</b>	<b>\$ 21,643</b>				<b>123,735</b>	<b>\$ 179,267</b>

FEE SCHEDULE  
TERMINAL MANAGEMENT AND SOFTWARE LICENSE  
July 2009 - June 2010

Facility	# Terminals	Terminal Management				Software Modules	Consultant Trainer	Total
		Current	License	Software	Software			
Coordination Points [only software]	3	\$ -	\$ -				21,447	21,447
LAC-USC Medical Center	1	5,874	1,969	A,B,C,D,E,F				7,843
Harbor-UCLA Medical Center	1	5,874	1,969	A,B,C,D,E,F				7,843
MLK-Harbor Hospital	1	5,874	1,969	A,B,C,D,E,F				7,843
Rancho Los Amigos	1	5,874	787	D,E				6,661
Olive View	1	5,874	1,969	A,B,C,D,E,F				7,843
High Desert - MACC	1	5,874	787	D,E				6,661
Mental Health	0	-	406	B				406
***Historical Record Data								
<b>Psych. Diversion Program</b>								
Bellflower Medical Center	0		1,406	H				1,406
BHC Alhambra Hospital	0		1,406	H				1,406
Brotman Medical Center	0		1,406	H				1,406
City of Angels Med Center	0		1,406	H				1,406
College Hospital Cerritos	0		1,406	H				1,406
College Hosp Costa Mesa	0		1,406	H				1,406
Mission Comm Hospital	0		1,406	H				1,406
Pacific Hospital of Long Beach	0		1,406	H				1,406
Pacifica Hosp of the Valley	0		1,406	H				1,406
<b>TOTAL FY 09 - 10</b>		<b>\$ 35,244</b>	<b>\$ 22,510</b>				<b>21,447</b>	<b>\$ 79,201</b>

FEE SCHEDULE  
TERMINAL MANAGEMENT AND SOFTWARE LICENSE  
July 2010 - June 2011

Facility	# Terminals	Terminal Management Current	Software License	Software Modules	Total
Coordination Points [only software]	3	\$ -	\$ -		\$ -
LAC-USC Medical Center	1	6,109	2,047	A,B,C,D,E,F	8,156
Harbor-UCLA Medical Center	1	6,109	2,047	A,B,C,D,E,F	8,156
MLK-Harbor Hospital	1	6,109	2,047	A,B,C,D,E,F	8,156
Rancho Los Amigos	1	6,109	819	D,E	6,928
Olive View	1	6,109	2,047	A,B,C,D,E,F	8,156
High Desert - MACC	1	6,109	819	D,E	6,928
Mental Health	0	-	422	B	422
***Historical Record Data		-			-
<b>Psych. Diversion Program</b>					
Bellflower Medical Center	0		1,462	H	1,462
BHC Alhambra Hospital	0		1,462	H	1,462
Brotman Medical Center	0		1,462	H	1,462
City of Angels Med Center	0		1,462	H	1,462
College Hospital Cerritos	0		1,462	H	1,462
College Hosp Costa Mesa	0		1,462	H	1,462
Mission Comm Hospital	0		1,462	H	1,462
Pacific Hospital of Long Beach	0		1,462	H	1,462
Pacifica Hosp of the Valley	0		1,462	H	1,462
<b>TOTAL FY 10 - 11</b>		<b>\$ 36,654</b>	<b>\$ 23,409</b>		<b>\$ 60,063</b>

FEE SCHEDULE  
TERMINAL MANAGEMENT AND SOFTWARE LICENSE  
July 2011 - June 2012

Facility	# Terminals	Terminal Management Current	Software License	Software Modules	Total
Coordination Points [only software]	3	\$ -	\$ -		\$ -
LAC-USC Medical Center	1	3,168	1,064	A,B,C,D,E,F	4,232
Harbor-UCLA Medical Center	1	3,168	1,064	A,B,C,D,E,F	4,232
MLK-Harbor Hospital	1	3,168	1,064	A,B,C,D,E,F	4,232
Rancho Los Amigos	1	3,168	425	D,E	3,593
Olive View	1	3,168	1,064	A,B,C,D,E,F	4,232
High Desert - MACC	1	3,168	425	D,E	3,593
Mental Health	0	-	218	B	218
***Historical Record Data					
<b>Psych. Diversion Program</b>					
Bellflower Medical Center	0		752	H	761
BHC Alhambra Hospital	0		752	H	761
Brotman Medical Center	0		752	H	761
City of Angels Med Center	0		752	H	761
College Hospital Cerritos	0		752	H	761
College Hosp Costa Mesa	0		752	H	761
Mission Comm Hospital	0		752	H	761
Pacific Hospital of Long Beach	0		752	H	761
Pacifica Hosp of the Valley	0		752	H	761
<b>TOTAL FY 11 - 12</b>		<b>\$ 19,010</b>	<b>\$ 12,092</b>		<b>\$ 31,103</b>

FEE SCHEDULE  
TERMINAL MANAGEMENT AND SOFTWARE LICENSE  
July 2012 - June 2013

Facility	# Terminals	Terminal Management Current	Software License	Software Modules	Total
Coordination Points [only software]	0	\$ -	\$ -	A,B,C,D,E,F,G	\$ -
LAC-USC Medical Center	1	4,138	1,363	A,B,C,D,E,F,G	5,501
Harbor-UCLA Medical Center	1	4,138	1,363	A,B,C,D,E,F,G	5,501
MLK-Harbor Hospital	0	-	545	D,E,F	545
Rancho Los Amigos	0	-	818	A,D,E,F,G	818
Olive View	1	4,138	1,363	A,B,C,D,E,F,G	5,501
High Desert - MACC	0	-	545	D,E,F	545
Mental Health	0	-	223	B,G	223
API for CommandAware	0	-	950		950
TOTAL FEES		<b>\$ 12,414</b>	<b>\$ 7,170</b>		<b>\$ 19,584</b>

**ReddiNet Dedicated Unit and Satellite Equipment features \***

Hardware  
Preventive Maintenance  
Equipment Replacement  
Alerting Hardware - one light included  
Technical Support  
Training

Facility	Cost
LAC-USC Medical Center	\$ 10,000
Harbor-UCLA Medical Center	10,000
Olive View	10,000
Total Equipment Costs:	\$ 30,000
CommandAware Custom Programming	1,500
Psychiatric Diversion Status (Attachment A)	9,500
Total One-Time Costs:	<b>\$ 41,000.00</b>

**Total One-Time Costs**

**Six-Month Extension: 6/1/12 - 12/31/12**

**\$ 41,000.00**  
**\$ 14,435.00**  
**\$ 75,019.00**

\* Includes OSHPD architectural drawings cost, installation to be completed by June 2013.

FEE SCHEDULE  
TERMINAL MANAGEMENT AND SOFTWARE LICENSE  
July 2013-June 2014

Facility	# Terminals	Terminal Management Current	Software License	Software Modules	Total
Coordination Points [only software]	0	\$ -	\$ -	A,B,C,D,E,F,G	\$ -
LAC-USC Medical Center	1	8,640	2,800	A,B,C,D,E,F,G	11,440
Harbor-UCLA Medical Center	1	8,640	2,800	A,B,C,D,E,F,G	11,440
MLK-MACC	0	-	1,120	D,E,F	1,120
Rancho Los Amigos	0	-	1,680	A,D,E,F,G	1,680
Olive View	1	8,640	2,800	A,B,C,D,E,F,G	11,440
High Desert-MACC	0	-	1,120	D,E,F	1,120
API for CommandAware		-	950		950
Department of Public Health			1,680	A,D,E,F,G	1,680
Secondary Responders			6,000	A,D,E,F,G	6,000
<b>TOTAL FEES</b>		<b>\$ 25,920</b>	<b>\$ 20,950</b>		<b>\$ 46,870</b>

**Estimated One time Access Set Up Fee: \***

**Secondary Responders:**

Long Term Care, Home Health/Hospice  
Agencies, Dialysis and Ambulatory  
Surgery Centers

**Total FY 13-14**

**\$ 2,525**

**\$ 49,395**

\* \$25 per location, estimated 101 locations to be completed in FY 13-14. Actual payment will be for number of locations completed in that FY.

- A = Bed Capacity
- B = ED Status
- C = Mass Casualty
- D = Messages
- E = Assessment
- F = Alerts
- G = Reports



FEE SCHEDULE  
TERMINAL MANAGEMENT AND SOFTWARE LICENSE  
July 2014-June 2015

Facility	# Terminals	Terminal Management			Software Modules	Total
		Current	License			
Coordination Points [only software]	0	\$ -	-		A,B,C,D,E,F,G	\$ -
LAC-USC Medical Center	1	9,029	2,875		A,B,C,D,E,F,G	11,904
Harbor-UCLA Medical Center	1	9,029	2,875		A,B,C,D,E,F,G	11,904
MLK-MACC	0	-	1,150		D,E,F	1,150
Rancho Los Amigos	0	-	1,725		A,D,E,F,G	1,725
Olive View	1	9,029	2,875		A,B,C,D,E,F,G	11,904
High Desert-MACC	0	-	1,150		D,E,F	1,150
API for CommandAware		-	950			950
Department of Public Health			1,725		A,D,E,F,G	1,725
Secondary Responders			6,180		A,D,E,F,G	6,180
<b>TOTAL FEES</b>		<b>\$ 27,087</b>	<b>\$ 21,505</b>			<b>\$ 48,592</b>

**Estimated One time Access Set Up Fee: \***

**Secondary Responders:**  
Long Term Care, Home Health/Hospice  
Agencies, Dialysis and Ambulatory  
Surgery Centers

**Total FY 14-15**

**\$ 51,092**

\* \$25 per location, estimated 100 locations to be completed in FY 14-15. Actual payment will be for number of locations completed in that FY.

- A = Bed Capacity
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- C = Mass Casualty
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- E = Assessment
- F = Alerts
- G = Reports

FEE SCHEDULE  
TERMINAL MANAGEMENT AND SOFTWARE LICENSE  
July 2015-June 2016

Facility	# Terminals	Terminal Management		Software License	Software Modules	Total
		Current				
Coordination Points [only software]	0	\$ -	\$ -	-	A,B,C,D,E,F,G	\$ -
LAC-USC Medical Center	1	9,435		2,960	A,B,C,D,E,F,G	12,395
Harbor-UCLA Medical Center	1	9,435		2,960	A,B,C,D,E,F,G	12,395
MLK-MACC	0	-		1,184	D,E,F	1,184
Rancho Los Amigos	0	-		1,776	A,D,E,F,G	1,776
Olive View	1	9,435		2,960	A,B,C,D,E,F,G	12,395
High Desert-MACC	0	-		1,184	D,E,F	1,184
API for CommandAware		-		950		950
Department of Public Health				1,776	A,D,E,F,G	1,776
Secondary Responders				6,365	A,D,E,F,G	6,365
County Fire Department		10,354		3,050	A,B,C,D,E,F,G	13,404
<b>TOTAL FEES</b>		<b>\$ 38,659</b>	<b>\$ 25,165</b>			<b>\$ 63,824</b>

Estimated One time Access Set Up Fee: \*

Secondary Responders:  
Long Term Care, Home Health/Hospice  
Agencies, Dialysis and Ambulatory  
Surgery Centers

\* \$25 per location, estimated 100 locations to be completed in FY 15-16. Actual payment will be for number of locations completed in that FY.

One Time Satellite Reactivation and CAD Interface Set-up Fees: \*\*

Facility - County Fire Department

Total One-Time Cost FY 15-16

Total Costs FY 15-16

\*\*Using previously installed equipment at the same location. This includes: Site Survey, Network Operation Center Activation, Configuration, Site Network Configuration, PC Software Configuration, and Project Management, but does not include any new/replacement hardware or relocation of the equipment \*\*\*

\*\*\* Equipment determined upon completion of Site Survey.

- A = Bed Capacity
- B = ED Status
- C = Mass Casualty
- D = Messages
- E = Assessment
- F = Alerts
- G = Reports

FEE SCHEDULE  
TERMINAL MANAGEMENT AND SOFTWARE LICENSE  
July 2016-June 2017

Facility	# Terminals	Terminal Management		Software License	Software Modules	Total
		Current				
Coordination Points [only software]	0	\$ -	\$ -	-	A,B,C,D,E,F,G	\$ -
LAC-USC Medical Center	1	9,860		3,050	A,B,C,D,E,F,G	12,910
Harbor-UCLA Medical Center	1	9,860		3,050	A,B,C,D,E,F,G	12,910
MLK-MACC	0	-		1,220	D,E,F	1,220
Rancho Los Amigos	0	-		1,830	A,D,E,F,G	1,830
Olive View	1	9,860		3,050	A,B,C,D,E,F,G	12,910
High Desert-MACC	0	-		1,220	D,E,F	1,220
<b>API for CommandAware</b>		-		<b>950</b>		<b>950</b>
Department of Public Health				1,830	A,D,E,F,G	1,830
Secondary Responders				6,556	A,D,E,F,G	6,556
County Fire Department		10,354		3,050	A,B,C,D,E	13,404
<b>TOTAL FEES</b>		<b>\$ 39,934</b>	<b>\$</b>	<b>25,806</b>		<b>\$ 65,740</b>

- A = Bed Capacity
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- C = Mass Casualty
- D = Messages
- E = Assessment
- F = Alerts
- G = Reports

FEE SCHEDULE  
TERMINAL MANAGEMENT AND SOFTWARE LICENSE  
July 2017-June 2018

Facility	# Terminals	Terminal Management			Software License	Software Modules	Total
			Current				
Coordination Points [only software]	0	\$	-	\$	-	A,B,C,D,E,F,G	\$ -
LAC-USC Medical Center	1		9,635		3,140	A,B,C,D,E,F,G	12,775
Harbor-UCLA Medical Center	1		9,635		3,140	A,B,C,D,E,F,G	12,775
MLK-MACC	0		-		1,256	D,E,F	1,256
Rancho Los Amigos	0		-		1,884	A,D,E,F,G	1,884
Olive View	1		9,635		3,140	A,B,C,D,E,F,G	12,775
High Desert-MACC	0		-		1,256	D,E,F	1,256
Secondary Responders			-		6,556	A,D,E,F,G	6,556
County Fire Department			9,635		3,140	A,B,C,D,E	12,775
<b>TOTAL FEES</b>		<b>\$</b>	<b>38,540</b>	<b>\$</b>	<b>23,512</b>		<b>\$ 62,052</b>

- A = Bed Capacity
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- C = Mass Casualty
- D = Messages
- E = Assessment
- F = Alerts
- G = Reports

FEE SCHEDULE  
TERMINAL MANAGEMENT AND SOFTWARE LICENSE  
July 2018-June 2019

Facility	# Terminals	Terminal Management			Software License	Software Modules	Total
			Current				
Coordination Points [only software]	0	\$	-	\$	-	A,B,C,D,E,F,G,H	\$ -
LAC-USC Medical Center	1		9,924		3,894	A,B,C,D,E,F,G,H	13,818
Harbor-UCLA Medical Center	1		9,924		3,894	A,B,C,D,E,F,G,H	13,818
Rancho Los Amigos	0		-		2,601	A,D,E,F,G,H	2,601
Olive View	1		9,924		3,894	A,B,C,D,E,F,G,H	13,818
Secondary Responders (Up To 400)*			-		6,556	A,D,E,F,G	6,556
County Fire Department			9,924		3,234	A,B,C,D,E	13,158
L. B. Health & Human Svcs Dept.					1,941	A,D,E	1,941
Pasadena Dept. of Public Health					1,941	A,D,E	1,941
<b>TOTAL FEES</b>		<b>\$</b>	<b>39,696</b>	<b>\$</b>	<b>27,955</b>		<b>\$ 67,652</b>

- A = Bed Capacity
- B = ED Status
- C = Mass Casualty
- D = Messages
- E = Assessment
- F = Alerts
- G = Reports
- H = Family Reunification

\*The Total column has been rounded up.  
High Desert-MACC and MLK-MACC covered under flat rate.

FEE SCHEDULE  
TERMINAL MANAGEMENT AND SOFTWARE LICENSE  
July 2019-June 2020

Facility	# Terminals	Terminal Management			Software License	Software Modules	Total*
			Current				
Coordination Points [only software]	0	\$	-	\$	-	A,B,C,D,E,F,G,H	\$ -
LAC-USC Medical Center	1		12,254		4,002	A,B,C,D,E,F,G,H	16,256
Harbor-UCLA Medical Center	1		12,974		4,002	A,B,C,D,E,F,G,H	16,976
Rancho Los Amigos	0		-		2,668	A,D,E,F,G,H	2,668
Olive View	1		12,974		4,002	A,B,C,D,E,F,G,H	16,976
Secondary Responders (Up to 400)*	0		-		9,004	A,D,E,F,G	9,004
County Fire Department	1		10,738		3,335	A,B,C,D,E	14,073
L. B. Health & Human Svcs Dept.	0				2,001	A,D,E	2,001
Pasadena Dept. of Public Health	0				2,001	A,D,E	2,001
County Office of Emergency Mgmt.	0				1,001	D, E, H	1,001
<b>TOTAL FEES</b>		<b>\$</b>	<b>48,940</b>	<b>\$</b>	<b>32,016</b>		<b>\$ 80,956</b>

Facility	Cost	
LAC-USC Medical Center**	\$	1,000
Harbor-UCLA Medical Center**		1,000
Olive View **		1,000
County Fire Department***		1,000
<b>Total One-Time Equipment Costs:</b>	<b>\$</b>	<b>4,000</b>
<b>Total Annual Cost</b>		<b>\$84,956</b>

- A = Bed Capacity
- B = ED Status
- C = Mass Casualty
- D = Messages
- E = Assessment
- F = Alerts
- G = Reports
- H = Family Reunification

\* The Total column has been rounded up. High Desert-MACC and MLK-MACC covered under flat rate.  
 \*\* With 2 VoIP Phones  
 \*\*\*Without VoIP Phones

FEE SCHEDULE  
TERMINAL MANAGEMENT AND SOFTWARE LICENSE  
July 2020-June 2021

Facility	# Terminals	Terminal Management Current	Software License	Software Modules	Total*
Coordination Points [only software]	0	\$ -	\$ -	A,B,C,D,E,F,G,H	\$ -
LAC-USC Medical Center**	1	12,622	4,122	A,B,C,D,E,F,G,H	16,744
Harbor-UCLA Medical Center**	1	13,342	4,122	A,B,C,D,E,F,G,H	17,464
Rancho Los Amigos	0	-	2,748	A,D,E,F,G,H	2,748
Olive View**	1	13,342	4,122	A,B,C,D,E,F,G,H	17,464
Secondary Responders (up to 700)*	0	-	16,230	A,D,E,F,G	16,230
County Fire Department***	1	11,060	3,435	A,B,C,D,E	14,495
L. B. Health & Human Svcs Dept.	0		2,061	A,D,E	2,061
Pasadena Dept. of Public Health	0		2,061	A,D,E	2,061
County Office of Emergency Mgmt.	0		2,061	D, E, H	2,061
<b>TOTAL FEES</b>		<b>\$ 50,366</b>	<b>\$ 40,962</b>		<b>\$ 91,329</b>

- A = Bed Capacity
- B = ED Status
- C = Mass Casualty
- D = Messages
- E = Assessment
- F = Alerts
- G = Reports
- H = Family Reunification

\* The Total column has been rounded up. High Desert-MACC and MLK-MACC covered under flat rate.  
 \*\* With 2 VoIP Phones  
 \*\*\*Without VoIP Phones

FEE SCHEDULE  
TERMINAL MANAGEMENT AND SOFTWARE LICENSE  
July 2021-June 2022

Facility	# Terminals	Management	Terminal Current	Software License	Software Modules	Total*
Coordination Points [only software]	0	\$	-	\$	A,B,C,D,E,F,G,H	\$ -
LAC-USC Medical Center**	1		13,000	4,248	A,B,C,D,E,F,G,H	17,248
Harbor-UCLA Medical Center**	1		13,764	4,248	A,B,C,D,E,F,G,H	18,012
Rancho Los Amigos	0		-	2,832	A,D,E,F,G,H	2,832
Olive View**	1		13,764	4,248	A,B,C,D,E,F,G,H	18,012
Secondary Responders (up to 900)	0		-	22,248	A,D,E,F,G	22,248
County Fire Department***	1		11,392	3,538	A,B,C,D,E	14,930
County Mental Health	0		1,739	2,319	A,B,C,D,E,F,G,H	4,058
L. B. Health & Human Svcs Dept.	0			2,124	A,D,E	2,124
Pasadena Dept. of Public Health	0			2,124	A,D,E	2,124
County Office of Emergency Mgmt.	0			2,124	D, E, H	2,124
<b>TOTAL FEES</b>		<b>\$</b>	<b>53,659</b>	<b>\$ 50,053</b>		<b>\$103,712</b>

- A = Bed Capacity
- B = ED Status
- C = Mass Casualty
- D = Messages
- E = Assessment
- F = Alerts
- G = Reports
- H = Family Reunification

\* The Total column has been rounded up. High Desert=MACC and MLK-MACC covered under flat rate.  
 \*\* With 2 VoIP Phones  
 \*\*\* Without VoIP Phones



FEE SCHEDULE  
TERMINAL MANAGEMENT AND SOFTWARE LICENSE  
July 2022 - June 2023

Facility	# Terminals	Management	Terminal Current	Software License	Software Modules*	Total**
Coordination Points [only software]	0	\$	-	\$	A, B, C, D, E, H	\$ -
LAC-USC Medical Center***	1		13,390	4,374	A, B, C, D, E, H	17,764
Harbor-UCLA Medical Center***	1		14,177	4,374	A, B, C, D, E, H	18,551
Rancho Los Amigos	0		-	2,916	A, D, E, H	2,916
Olive View***	1		14,177	4,374	A, B, C, D, E, H	18,551
Secondary Responders (up to 900)	0		-	22,248	A, D, E	22,248
County Fire Department***	1		11,734	3,645	A, B, C, D, E	15,379
County Mental Health	0		1,791	2,389	A, B, C, D, E, H	4,180
L. B. Health & Human Svcs Dept.	0			2,187	A, D, E	2,187
Pasadena Dept. of Public Health	0			2,187	A, D, E	2,187
County Office of Emergency Mgmt.	0			2,187	D, E, H	2,187
<b>TOTAL FEES</b>		<b>\$</b>	<b>55,269</b>	<b>\$ 50,881</b>		<b>\$106,150</b>

\* Dashboard, Reports, Alerts, Resource Request and Evacuation modules are made available at no additional fee.

\*\* The Total column has been rounded up. High Desert-MACC and MLK-MACC covered under flat rate.

\*\*\* With 2 VoIP Phones

\*\*\*\*Without VoIP Phones

A = Bed Capacity    B = ED Status    C = Mass Casualty    D = Messages    E = Assessment    H = Family Reunification










# H-702828 \_Amend No 12 \_HASC\_Reddinet - HASC signed

Final Audit Report

2023-01-05

Created:	2023-01-04
By:	Elizabeth Seung (eseung@dhs.lacounty.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJrCp87XiC89owPioB-KDUEltgRjkRXu3

## "H-702828 \_Amend No 12 \_HASC\_Reddinet - HASC signed" History

-  Document digitally presigned by George Greene (ggreene@hasc.org)  
2022-12-23 - 8:25:01 PM GMT- IP address: 173.196.252.153
-  Document created by Elizabeth Seung (eseung@dhs.lacounty.gov)  
2023-01-04 - 0:49:43 AM GMT- IP address: 173.196.252.153
-  Document emailed to bchu@counsel.lacounty.gov for signature  
2023-01-04 - 0:53:10 AM GMT
-  Email viewed by bchu@counsel.lacounty.gov  
2023-01-04 - 7:29:02 PM GMT- IP address: 136.226.65.9
-  Signer bchu@counsel.lacounty.gov entered name at signing as Brian T. Chu  
2023-01-04 - 7:29:19 PM GMT- IP address: 136.226.65.9
-  Document e-signed by Brian T. Chu (bchu@counsel.lacounty.gov)  
Signature Date: 2023-01-04 - 7:29:21 PM GMT - Time Source: server- IP address: 136.226.65.9
-  Document emailed to Julio Alvarado (jalvarado@dhs.lacounty.gov) for signature  
2023-01-04 - 7:29:22 PM GMT
-  Document e-signed by Julio Alvarado (jalvarado@dhs.lacounty.gov)  
Signature Date: 2023-01-05 - 0:26:18 AM GMT - Time Source: server- IP address: 136.226.67.24
-  Agreement completed.  
2023-01-05 - 0:26:18 AM GMT

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	4/19/2023			
<b>BOARD MEETING DATE</b>	5/16/2023			
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input checked="" type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>			
<b>DEPARTMENT(S)</b>	Department of Health Services (DHS)			
<b>SUBJECT</b>	Approve a proposed nine-year lease for the continued use of 41,720 square feet of office space and 190 on-site parking spaces at 10100 Pioneer Boulevard, Santa Fe Springs, CA 90670			
<b>PROGRAM</b>	Emergency Medical Services Agency			
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:			
<b>DEADLINES/ TIME CONSTRAINTS</b>	The existing lease expired on May 15, 2023			
<b>COST &amp; FUNDING</b>	<table border="1"> <tr> <td>Total cost: \$11,163,000. Includes three months of rent abatement in the first year.</td><td>Funding source: 90 percent State funds and 10 percent Federal funds. DHS will not be requesting NCC funds for this action</td></tr> </table>		Total cost: \$11,163,000. Includes three months of rent abatement in the first year.	Funding source: 90 percent State funds and 10 percent Federal funds. DHS will not be requesting NCC funds for this action
Total cost: \$11,163,000. Includes three months of rent abatement in the first year.	Funding source: 90 percent State funds and 10 percent Federal funds. DHS will not be requesting NCC funds for this action			
	TERMS (if applicable): Base rent is subject to annual Consumer Price Index (CPI) increases capped at 3 percent per annum. The 190 on-site parking spaces are included in the lease.			
	Explanation: Sufficient funding to cover the proposed rent for the first year of the proposed lease term will be included in the Fiscal Year (FY) 2022-23 Rent Expense budget and will be billed back to DHS. DHS 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 DHS.			
<b>PURPOSE OF REQUEST</b>	The proposed lease will continue to provide a suitable office space for DHS's Emergency Medical Services Agency, which is consistent with the County's Premises Location Policy.			
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The landlord will provide a non-reimbursable base tenant improvement allowance of \$709,240 for refurbishment of the Premises.			
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:			
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:			
<b>DEPARTMENTAL CONTACTS</b>	Alexandra Nguyen-Rivera, Section Chief CEO- Real Estate Division 213 974-4189 arivera@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) 974-1101      ceo.lacounty.gov

#### CHIEF EXECUTIVE OFFICER

Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

May 16, 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:

**NINE-YEAR LEASE  
DEPARTMENT OF HEALTH SERVICES  
10100 PIONEER BOULEVARD, SANTA FE SPRINGS  
(FOURTH DISTRICT) (3 VOTES)**

#### **SUBJECT**

Approval of a proposed nine-year lease to renew an existing lease to provide the Department of Health Services (DHS) continued use of 41,720 square feet of office space and 190 on-site parking spaces for its Emergency Medical Services (EMS) Agency.

#### **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 Omninet Pioneer, LP, a Delaware limited partnership (Landlord), for approximately 41,720 square feet of office space and 190 on-site parking spaces located at 10100 Pioneer Boulevard, Santa Fe Springs, CA (Premises) to be occupied by DHS. The estimated maximum first year base rental cost is \$1,126,440 and with a three-month rent abatement of \$281,610, the total estimate amount paid to the Landlord in the first year is \$844,830. The estimated total lease cost is \$11,163,000 over the nine-year term. The rental costs will be funded by 90 percent State funds and 10 percent Federal funds. DHS will not be requesting net County cost funds for this action.

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

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

DHS has occupied the office space for its EMS Agency headquarters, Medical Alert Center, and the Central Dispatch Office since 2007. The existing lease expired on May 15, 2023 and is not subject to a holdover fee.

The EMS Agency is a regulatory agency whose duties include: continually improving local EMS systems; the designation of trauma centers and other specialty care centers; the developing/approving of medical treatment protocols and policies for local EMS providers; establishing and maintaining local EMS communication systems; certifying, accrediting, and authorizing EMS field personnel; and developing local medical and health disaster plans.

The Medical Alert Center and the 24/7 Central Dispatch Office coordinate multi-casualty incidents, medical and health response to disasters (natural and man-made), and patient transfers between facilities while monitoring hospital diversion. Training is provided onsite to paramedics and local EMS service providers.

The 24/7 EMS operation, the coordination of response to disasters, the onsite training, and the need to access confidential patient information limits the ability for DHS employees to telework. The office is occupied by 142 DHS employees and has an average of 30 visitors per day. The location is well suited for DHS's EMS operations as it is in close proximity to DHS's Disaster Staging Facility located at 10430 Slusher Avenue, Santa Fe Springs.

Approval of the recommended actions will find that the proposed lease is exempt from CEQA and will allow DHS to continue 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 Strategic Asset Management Goal – Strengthen connection between service priorities and asset decisions, and Key Objective 4 – Guide Strategic Decision-Making.

The proposed lease supports the above goals and objectives by continuing to provide DHS with appropriate office space for its EMS office and 24/7 operations that is conveniently located to DHS's Disaster Staging Facility.

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

### **FISCAL IMPACT/FINANCING**

The estimated maximum first year rental cost of \$1,126,440, including parking, is adjusted to \$844,830 after deducting a one-time credit of \$281,610 for three months of free rent. The aggregate cost associated with the proposed lease over the entire term is \$11,163,000 as shown in Enclosure B-1. The rental costs will be funded by 90 percent State funds and 10 percent Federal funds. DHS will not be requesting net County cost funds for this action.

Funding for DHS will be accounted for during the upcoming supplemental budget process. 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 DHS. DHS 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 DHS. There are no anticipated costs for Low-Voltage Items.

### **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 increase from \$20.61 per square foot, per year to \$27 per square foot, per year. The base rental rate includes parking and is subject to annual Consumer Price Index (CPI) increases capped at 3 percent per annum.
- The Landlord will provide a \$709,240 (\$17 per square foot) base tenant improvement allowance for refurbishment of the Premises pursuant to the County's specifications. Any unused portion of the tenant improvement allowance shall be applied to base rent due. This base tenant improvement allowance will be used to refresh the space, including providing new LED lighting throughout the Premises, refurbish the common area corridors and elevators lobbies, repair and paint damaged doors, work to the Heating, Ventilation, and Air-Conditioning (HVAC) system, and clean and replace the HVAC grills and ducts as needed.

- The Landlord is responsible for the operating and maintenance cost of the building. The County is not subject to the building's operating expense increases.
- The County is responsible for its after-hours electric usage and reimbursement to the Landlord at a cost of \$55 per hour. DHS has paid for after-hours electrical usage in the past and most likely will continue to do so for these emergency services.
- The County is responsible for the costs of maintaining the supplemental HVAC equipment exclusively serving the County's telecom rooms and reimbursing the Landlord said costs approved in writing and in advance of any work to be performed.
- 190 parking spaces are included in the lease, including 20 reserved parking spaces for exclusive use by EMS.
- A comparison of the existing lease and the proposed lease is shown in Enclosure B-2.
- The County has the right to terminate the proposed lease early, any time after the 84<sup>th</sup> month, with six months' written notice and subject to an early termination fee of the unamortized costs of the tenant improvements not to exceed \$192,122.
- Holdover at the proposed lease expiration is permitted on the same lease terms and conditions with no holdover fee.
- The County shall have a one-time Right of First Offer to lease additional office space contiguous to the Premises during the first two years of the lease term upon Landlord receiving and intending to accept an offer from a third party.
- The proposed lease will be effective upon approval by the Board and full execution of the proposed lease.

The Chief Executive Office conducted a market search of available office space for lease but was unable to identify any sites that could accommodate this requirement more economically. Based upon a review of available industry data, it has been established that the annual rental range for a comparable office lease in the area is between \$27 and \$28.20 per square foot, per year. Thus, the base annual rental rate of \$27 per square foot, per year for the proposed office space represents a rate that is on the low end of the market range for the area. Due to the costly tenant improvements and moving costs needed and disruption to emergency services should DHS relocate to a new space, remaining in the proposed space is the most cost-effective choice. We recommend the proposed facility as the most suitable to continue to meet the County's space requirements.

Co-working office space is not conducive to DPH's programmatic needs for its emergency operations.

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 Santa Fe Springs 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.



The Honorable Board of Supervisors  
May 16, 2023  
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**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

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

Respectfully submitted,

FESIA A. DAVENPORT  
Chief Executive Officer

FAD:JMN:JTC  
JLC:HD:ANR:MAC:gb

Enclosures

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

**DEPARTMENT OF HEALTH SERVICES  
10100 PIONEER BLVD., SANTA FE SPRINGS**

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

<b>1.</b>	<b><u>Occupancy</u></b>		<b>Yes</b>	<b>No</b>	<b>N/A</b>
	A	Does lease consolidate administrative functions?			<b>X</b>
	B	Does lease co-locate with other functions to better serve clients?			<b>X</b>
	C	Does this lease centralize business support functions?			<b>X</b>
	D	Does this lease meet the guideline of 200 sq. ft of space per person? <b>Approximately 294 sq. ft. per person (based on 142 employees) due to training and storage areas, and dispatch center</b>		<b>X</b>	
	E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? <b>(4.55/1,000)</b>		<b>X</b>	
	F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location? <sup>2</sup>	<b>X</b>		
<b>2.</b>	<b><u>Capital</u></b>				
	A	Is it a substantial net County cost program? The rental costs will be funded by 90 percent State funds and 10 percent federal funds. DHS will not be requesting net County cost funds for this action		<b>x</b>	
	B	Is this a long-term County program?	<b>X</b>		
	C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy? It's an operating lease.	<b>X</b>		
	D	If no, are there any suitable County-owned facilities available?		<b>X</b>	
	E	If yes, why is lease being recommended over occupancy in County-owned space? No County-owned space available.			<b>X</b>
	F	Is Building Description Report attached as Enclosure C?	<b>X</b>		
	G	Was build-to-suit or capital project considered?		<b>X</b>	
<b>3.</b>	<b><u>Portfolio Management</u></b>				
	A	Did department utilize CEO Space Request Evaluation (SRE)?	<b>X</b>		
	B	Was the space need justified?	<b>X</b>		
	C	If a renewal lease, was co-location with other County departments considered?		<b>X</b>	
	D	Why was this program not co-located with other County departments?			
		1. ____ The program clientele requires a "stand alone" facility.			
		2. <b>x</b> No suitable County occupied properties in project area.			
		3. ____ No County-owned facilities available for the project.			
		4. ____ Could not get City clearance or approval.			
		5. ____ The Program is being co-located.			
	E	Is lease a full-service lease?	<b>X</b>		
	F	Has growth projection been considered in space request?			<b>X</b>
	G	<sup>1</sup> Has the Dept. of Public Works completed seismic review/approval?	<b>X</b>		
<sup>1</sup> As approved by the Board of Supervisors 11/17/98					

**OVERVIEW OF THE PROPOSED BUDGETED LEASE COSTS**

10100 Pioneer Blvd, Santa Fe Springs  
Department of Health Services (EMS HQ)

Total Building Premises 41,720  
Suite 102 8,325  
Suite 104 2,024  
2nd Floor 31,371  
Term 9 Years  
Current Employees 142

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

	1 <sup>st</sup> Year (12 months)	2nd Year (12 months)	3rd Year (12 months)	4th Year (12 months)	5th Year (12 months)	6th Year (12 months)	7th Year (12 months)	8th Year (12 months)	9th Year (12 months)	Total 9 Years Rental Costs
Base Rent	\$1,126,440	\$1,160,233	\$1,195,040	\$1,230,891	\$1,267,818	\$1,305,853	\$1,345,028	\$1,385,379	\$1,426,940	<b>\$11,444,000</b>
Rental Abatement <sup>(1)</sup>	(\$281,610)									<b>(\$282,000)</b>
<b>Total Annual Lease Costs</b>	<b>\$844,830</b>	<b>\$1,160,233</b>	<b>\$1,195,040</b>	<b>\$1,230,891</b>	<b>\$1,267,818</b>	<b>\$1,305,853</b>	<b>\$1,345,028</b>	<b>\$1,385,379</b>	<b>\$1,426,940</b>	<b>\$11,163,000</b>

<sup>1</sup> Rent Abatement for months 2, 3, and 4 of the Lease Term.

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

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

	<b>Existing Lease:</b> <b>10100 Pioneer Blvd., Santa Fe Springs</b>	<b>Proposed Lease</b> <b>10100 Pioneer Blvd., Santa Fe Springs</b>	<b>Change</b>
Area (Square Feet)	41,720 sq.ft.	41,720 sq.ft.	None
Term (years)	5 years	9 years	+4 years
Annual Base Rent (Base rent includes 190 parking spaces)	\$859,935.12 (\$20.61 per sq. ft. annually)	\$1,126,440.00 (\$27.00 per sq. ft. annually)	+\$266,504.88 annually
Annual Operating Expense Cost	\$346,927.56	Included	-\$346,927.56
Rent Abatement	None	-\$281,610.00 <sup>(2)</sup>	-\$281,610.00
Total Annual Lease Costs payable to Landlord	\$1,395,824.28	\$844,830 <sup>(3)</sup>	-\$550,994.28 annually
Rental rate adjustment	Annual CPI with floor of 2.5% and cap of 5%	Annual CPI with no floor and cap of 3%	-2% on cap

<sup>(1)</sup> Based on the previous 12-month average electrical usage for the entire Premises.

<sup>(2)</sup> " Represents rent abatement for months 2, 3 and 4 of the initial Lease Term.

<sup>(3)</sup> This is an adjustment to the annual base rent of \$1,126,440 which includes 3 months' rent abatement

## DEPARTMENT OF HEALTH SERVICES

## SPACE SEARCH – 3 MILE RADIUS FROM 10100 PIONEER BLVD., SANTA FE SPRINGS

LACO	Name	Address	Ownership Type	Gross Sq Ft	Net Sq Ft	Vacant
5685	Norwalk Courthouse	12720 Norwalk Blvd Norwalk 90650	CA - Superior Courts	225,008	137,779	None
A176	Health Services - Ems	10100 Pioneer Blvd Santa Fe Springs 90670	Leased	41,720	39,634	None
A553	DMH - Government Center Building	12440 E Imperial Hwy Norwalk 90650	Leased	10,838	9,754	None
A566	Sheriff - So Cal High Tech Task Force	9900 Norwalk Blvd Santa Fe Springs 90670	Leased	22,880	21,736	None
6335	Probation - Rio Hondo Area Office	8240 S Broadway Ave Whittier 90606	Owned	19,997	12,492	None
D812	PW - Inc City Office (Santa Fe Springs)	11710 Telegraph Rd Santa Fe Springs 90670	Gratis Use	221,285	221,285	None
D221	DPSS - Norwalk WS District Office	12727 Norwalk Blvd Norwalk 90650	Leased	40,500	29,358	None
A511	DCFS - South Whittier Community Resource Center	10750 Laurel Ave Whittier 90605	Gratis Use	150	150	None
A279	DPW - South Whittier District/Sheriff's Sub - Station	13523 Telegraph Rd South Whittier 90605	Leased	3,162	2,981	None
X168	Registrar - Recorder/County Clerk Building	12400 E Imperial Hwy Norwalk 90650	Financed	262,510	240,600	None
A068	Norwalk Government Center (aka Bechtel Building)	12440 E Imperial Hwy Norwalk 90650	Leased	216,324	197,823	None

## **FACILITY LOCATION POLICY ANALYSIS**

**Proposed lease:** Lease for DHS – 10100 Pioneer Boulevard, Santa Fe Springs – Fourth District.

**A. Establish Service Function Category – EMS Agency**

**B. Determination of the Service Area –** Serving the southwest region of the County. The proposed lease will provide a 9-year lease extension with the existing owner of the building for various existing EMS programs.

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

- Need for proximity to service area and population: Continuing need for existing operation in the southwest County region in support of the EMS.
- Need for proximity to existing County facilities: In close proximity to the Disaster Staging Facility located in Santa Fe Springs.
- 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 major freeways.
- Availability of affordable housing for County employees: N/A
- Use of historic buildings: N/A
- Availability and compatibility of existing buildings: There are no alternative existing County buildings available that meet DHS' EMS space needs.
- Compatibility with local land use plans: The City of Santa Fe Springs 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 \$11,163,000.

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

The 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. None of the responses received were suitable for DHS' needs. 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 office lease in the area is between \$27 and \$28.20 per square foot, per year. Thus, the base annual rental rate of \$27 per square foot, per year for the proposed office space represents a rate that is on the low end of the market range for the area. Due to the costly tenant improvements and moving costs needed and disruption in emergency services should DHS relocate to a new space, remaining in the proposed space is the most cost-effective choice. We recommend the proposed facility 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 continue to provide adequate and efficient office space for DHS 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 DHS' requirements.

**AMENDMENT No. 1 TO LEASE No. 78121  
DEPARTMENT: SHERIFFS  
1 CUPANIA CIRCLE, MONTEREY PARK ("BUILDING")**

**THIS AMENDMENT No. 1** to Lease No. 78121 ("**Amendment**" or "**Amendment No. 1**") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 ("**Effective Date**") by and between MONT-PARK, L.P., a California limited partnership, hereinafter referred to as "**Landlord**", and the COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as "**Tenant**" or "**County.**"

**RECITALS**

**WHEREAS**, Landlord and Tenant entered into that certain Lease Agreement dated January 28, 2014 (the "**Lease**").

**WHEREAS**, Lease No. 78121 allows Tenant to lease an approximately 42,547 rentable square foot portion of the property commonly known as 1 Cupania Circle, Monterey Park, CA 91755 ("**Premises**"), and;

**WHEREAS**, Landlord and Tenant desire to amend the Lease to extend the Term of the Lease and to provide for certain other amendments to the Lease;

**NOW THEREFORE**, in consideration of the foregoing recitals, which are hereby deemed a contractual part hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the rents, covenants and agreements herein contained and intended to be legally bound hereby, Landlord and Tenant hereby covenant and agree as follows:

**AGREEMENTS**

1. **DEFINED TERMS.** Capitalized terms used and not otherwise defined herein shall have the same meanings ascribed to them in the Lease.

2. **TERM OF THE LEASE.**

(a) Effective as of the Effective Date, the Term of the Lease is hereby extended for an additional period of nine (9) years (the "**Extended Term**"), so that the Extended Term shall commence on \_\_\_\_\_, 2022 ("**Revised Commencement Date**") and expire, unless terminated sooner pursuant to the terms of the Lease, on \_\_\_\_\_, 2031 ("**Revised Termination Date**"). All references to "**Term**" in the Lease and this Amendment shall be deemed references to the Term as extended by this Amendment and all references to "**Termination Date**" shall be deemed references to the Revised Termination Date.

(b) The parties acknowledge and agree that the Effective Date as set forth in the preamble to this Amendment shall be the date that both parties have executed and delivered this Amendment, which execution and delivery shall require the prior approval of the Los Angeles County Board of Supervisors as evidenced by the signature for such body in the signature pages of this Amendment.

3. **CONDITION OF THE PREMISES.** Except as set forth in Section 7 of this Amendment (below), Landlord shall have no obligation whatsoever to construct leasehold



improvements for Tenant or to repair or refurbish the Premises. The taking of possession of the Premises by Tenant shall be conclusive evidence that Tenant accepts the same "**AS IS**" and that the Premises is suited for the use intended by Tenant and was in good and satisfactory condition at the time such possession was taken. Tenant currently occupies the Premises and accepts the Premises conditioned on the Landlord performing the work and repairs in section 7 below and subject to Landlord's obligations and responsibilities provided for in the lease. Tenant acknowledges that neither Landlord nor Landlord's agents has made any representation or warranty as to the condition of the Premises, Building or the Complex or its suitability for Tenant's purposes. Tenant represents and warrants to Landlord that (a) its sole intended use of the Premises is for uses set forth in the Lease, (b) it does not intend to use the Premises for any other purpose, and (c) prior to executing this Amendment it has made such investigations as it deems appropriate with respect to the suitability of the Premises for its intended use and has determined that the Premises is suitable for such intended use.

4. **BASE RENT.**

(a) Effective as of the Revised Commencement Date and in addition to all other costs and expenses payable by Tenant pursuant to the Lease, Tenant shall pay the following monthly Base Rent for the Premises, in accordance with the terms of Section 5 of the Lease, which amounts are adjustable as provided in Section 5(b) of the Lease (as amended hereby):

<b><u>Premises</u></b>	<b><u>Initial Monthly Base Rent</u></b>
42,547 rentable square feet	\$2.36 per square foot, modified gross. (i.e., \$100,410.92 per month)

(b) Effective as of the Revised Commencement Date, Section 5(b) of the Lease is amended in its entirety as follows: "(b) Rent Adjustment. At the beginning of the 13th month of the Extended Term as defined in the Amendment No. 1 to Lease ("**Adjustment Date**") and on and every anniversary of the Adjustment Date thereafter, monthly Base Rent shall be increased to an amount equal to 103% of the amount payable in the last month prior to each Adjustment Date as follows:

<b>Months (Term)</b>	<b>Base Rent (PSF)</b>
1 - 12	\$2.36
13 - 24	\$2.43
25 - 36	\$2.50
37 - 48	\$2.58
49 - 60	\$2.66
61 - 72	\$2.74
73 - 84	\$2.82
85 - 96	\$2.90
97 - 108	\$2.99

(c) Effective as of the Revised Commencement Date, Sections 5(c), 5(d) and 5(e) of the Lease (CPI Formula and Adjustments) are hereby deleted in their entirety and are of no further force or effect.

(d) Provided that Tenant shall faithfully perform all of the terms and conditions of the Lease (as amended hereby), Landlord shall abate Tenant's obligation to pay Base Rent payable with respect to the Premises for the first (1st) month following the Revised Commencement Date, for a total of one (1) month of abated Base Rent ("**Abated Base Rent**"). During such abatement period, Tenant shall still be responsible for the full payment of all of its other monetary obligations under this Lease, including, without limitation, any expenses relative to Tenant's use and occupancy of the Premises.

5. **RIGHT OF FIRST OFFER.** A new paragraph 33 shall be added to the Lease, whereby Tenant shall have the right of first offer ("**ROFO**") for any available space in the Building. The ROFO shall continue throughout the term of the Lease and shall read as follows:

"33. **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."

6. **EARLY TERMINATION.**

(a) Section 1.1(j) of the Basic Lease Information is hereby amended in its entirety as follows:

"(j) Early Termination Date. Between the eighty-fifth (85<sup>th</sup>) and the eight-eighth (88<sup>th</sup>) months, following the Revised Commencement Date."

(b) Section 4(b) of the Lease is hereby amended in its entirety as follows:

"(b) Early Termination. Tenant shall have a one-time right to terminate this Lease in its entirety with respect to the Premises effective as of the Early Termination Date, as defined in Section 1.1(j), by giving Landlord not less than six (6) months' prior written notice executed by the Chief Executive Officer of Tenant ("**Termination Notice**"). There shall be no fee to the Tenant to terminate the Lease. If Tenant fails to exercise its rights under this Section 4(b) strictly in accordance with the terms and conditions set forth herein, such right shall be null and void and shall be of no further force or effect."

7. **ADDITIONAL IMPROVEMENTS.**

(a) Commencing upon the mutual execution and delivery of this Amendment, Landlord shall complete the following Base Building Improvements and Tenant Improvements (collectively, "**Refurbishment Work**") within the Premises per Tenant's specifications (subject to Landlord's reasonable approval). Landlord and Landlord's contractors shall be required to comply with prevailing wage requirements under California Labor Code Section 1720 et. seq., if applicable. Landlord, at its sole cost and expense, shall be responsible for all Base Building Work and maintenance which shall be completed within twelve (12) months following the Revised Commencement Date. The Base Building items include the following work:

(i) Roof -- Landlord shall replace the roof.

- (ii) ADA – Landlord, at its sole cost and expense, shall complete all items identified in the CASp Survey Report Exterior / Interior dated December 13, 2021, prepared by SAA.
  - (iii) Paint – Landlord shall paint the Building's exterior.
  - (iv) Irrigation – Landlord has already adjusted the irrigation to prevent overspray to windows.
  - (v) Waterproofing – Landlord to continue to waterproof the exterior of the Building per the terms of the Lease.
  - (vi) Ceiling tiles – Landlord shall repair or replace any damaged, water-stained, chipped, or discolored ceiling tiles.
  - (vii) HVAC – Landlord shall clean the HVAC registers.
  - (viii) Drainage – Landlord shall provide drainage in the landscaped area on the east side of the Building per attached Exhibit "A."
  - (ix) Sewer Lines – Pursuant to paragraph 10 (b) of the Lease, Landlord shall maintain the concealed plumbing and plumbing systems serving the Building..
- (b) The Tenant Improvements include the following work:
- (i) Replace all lighting throughout the Premises to LED.
  - (ii) Replace floor finishes per Exhibit "A."
  - (iii) Provide commercial cleaning and spot removal of flooring throughout the Premises. Replace flooring as indicated in Exhibit "A."
  - (iv) Prep and paint walls per Exhibit "A."
  - (v) Install corner guards per Exhibit "A."
  - (vi) Install additional dedicated circuits in the kitchen.
  - (vii) Remove and replace 20 damaged window blinds at exterior windows throughout the Premises.
  - (viii) At glass entry doors, remove window coverings and provide dark tint at glass.
  - (ix) Provide window tint at 4 panels on the south elevation.
  - (x) Rework floor tiles at Men's and Women's showers to provide property drainage. Note this work has already been completed.
  - (xi) Install one charging station with two terminals in parking lot.

(xii) Install eighteen (18) new HVAC units, as identified on Exhibit "B" as follows:

(A) The first nine (9) of such units, defined as Tag #27, 34, 29, 36, 39, 21, 23, 24A and 31, shall be installed within six (6) months of the Rent Commencement Date.

(B) The second four (4) of such units, defined as Tag #25, 13, 14, and 38, shall be installed within six (6) months following the third anniversary of the Rent Commencement Date.

(C) Two of the units, defined as Tag #07 and 09, shall be installed within six (6) months following the fifth (5<sup>th</sup>) anniversary of the Rent Commencement Date.

(D) The last three (3) of such units, defined as Tag #17, 37, and 28 shall be installed within six (6) months following the seventh (7<sup>th</sup>) anniversary of the Rent Commencement Date.

(E) Landlord reserves the right to install timers on those certain HVAC units that do not serve the telcom rooms.

(F) All HVAC units shall operate pursuant to a commercially standard temperature range, which shall be controlled by the Landlord.

(c) Subject to Section 5(a) and Section 5(b) of this Amendment (above), Tenant understands that the Refurbishment Work will be performed during Tenant's occupancy and use of the Premises, and may result in inconvenience to Tenant (including noise, vibration and displacement from portions of the Premises from time to time). Tenant will fully cooperate with Landlord's efforts to efficiently complete the Refurbishment Work by, among other things, vacating portions of the Premises from time to time to permit work to proceed, and by moving any personal property within the Premises that is necessary for the completion of the Refurbishment Work. Landlord will make reasonable efforts to minimize the inconvenience and disturbance caused by the Refurbishment Work, but is not responsible for business interruption or damage to property which results from the Refurbishment Work. Tenant hereby agrees that the performance of the Refurbishment Work shall in no way constitute a constructive eviction of Tenant or entitle Tenant to any abatement of rent payable pursuant to the Lease. Landlord shall have no responsibility for, or for any reason be liable to, Tenant for any direct or indirect injury to or interference with Tenant's business arising from the performance of the Refurbishment Work, nor shall Tenant be entitled to any compensation or damages from Landlord for loss of use of the whole or any part of the Premises or of Tenant's personal property or improvements resulting from the performance of the Refurbishment Work, or for any inconvenience or annoyance occasioned by the performance of the Refurbishment Work.

(d) The Refurbishment Work 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. 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. 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 Refurbishment Work. 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.

8. **HVAC, ELECTRICAL AND PLUMBING**. Landlord shall ensure that all HVAC systems are in good working condition for the Extended Term and Option Period and shall be responsible for any repair and/or replacement necessary. Landlord shall install timers on the non-essential HVAC units, which are the units which are not required to operate 24 hours per day. All HVAC units shall operate pursuant to a commercially standard temperature range, which shall be controlled by the Landlord. Landlord to ensure that all existing electrical system(s) and plumbing system(s) are in good operating condition for the Extended Term at Landlord's sole cost and expense, per the terms of the Lease.

9. **PARKING**. Tenant's parking rights shall remain as set forth in Section 20 of the Basic Lease Information; provided, however, paragraph 1.1 (m) shall be modified as follows: "102 spaces." Landlord shall continue to provide Tenant parking spaces to the front (south side) and back (north side) of the Building. Tenant shall have the right to use such Parking free of charge for the Extended Term and Option Period.

10. **BROKERS**. Landlord warrants that it has dealt with only the following real estate broker(s), agent(s), and/or finder(s) in connection with this Amendment or the transaction contemplated by this Amendment: CBRE, as Landlord's broker. Tenant warrants that it has dealt only with the following real estate broker(s), agent(s), and/or finder(s) in connection with this Amendment or the transaction contemplated by this Amendment: Cresa, as Tenant's broker. Landlord will pay Cresa the brokerage commission in connection with the lease subject to a separate agreement.

11. **SMOKING PROHIBITION**. A new paragraph 34 shall be added to the Lease, whereby Landlord shall require that the Building comply with the Los Angeles County Smoking Ordinance found in the Los Angeles County, California Code of Ordinances, Title 2 – Administration, Chapter 2.126 and shall read as follows:

"33. **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.)."

12. **GOVERNMENTAL COMPLIANCE**. Landlord shall represent and warrant to Tenant that Landlord, at Landlord's sole expense, will cause the Premises, common areas, the building and parking facilities to be in full compliance with any governmental laws, ordinances, regulations or orders relating to, but not limited to, compliance with the Americans with Disabilities Act (ADA), and environmental conditions relating to the existence of asbestos and/or other hazardous materials, or soil and ground water conditions, and shall indemnify and hold Tenant harmless from any claims, liabilities and cost arising from environmental conditions not caused by Tenant(s).

13. **CASp INSPECTION**. A new paragraph 35 shall be added to the Lease and shall read as follows:

"35. **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."

14. All terms when used herein shall have the same respective meanings as set forth in the Lease unless expressly provided otherwise in this Amendment No. 1.

15. The signatory for the Landlord covenants, warrants and guarantees that it has the power and authority to execute this Amendment No. 1 upon the terms and conditions stated herein. The signatory for the Tenant covenants, warrants and guarantees that it has the power and authority to execute this Amendment No. 1 upon the terms and conditions stated herein.

16. In the event of a conflict between the terms and conditions of this Amendment No. 1 and the terms and conditions of the Lease, the terms and conditions of this Amendment No. 1 shall prevail. All other terms and conditions contained in the Lease as amended shall remain in full force and effect.

17. The County will endeavor to seek board approval in a timely fashion, using its generally approved process for adopting leases.

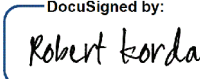
[Signatures Next Page]



IN WITNESS WHEREOF, the Landlord's duly authorized representative has executed this Amendment No. 1 to Lease No. 78121 or caused it to be executed, the day, month and year first above written.

**LANDLORD:**

**MONT-PARK, L.P.**, a California limited partnership

By:   
Name: Robert Korda  
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  
Interim County Counsel

By:  Roberto Saldana  
2022.10.26 16:30:58  
-07'00'  
Senior Deputy

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	4/19/2023						
<b>BOARD MEETING DATE</b>	May 16, 2023						
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input checked="" type="checkbox"/> 5 <sup>th</sup>						
<b>DEPARTMENT(S)</b>	Mental Health						
<b>SUBJECT</b>	Approval of Amendment No. 1 for Additional Tenant Improvement (Tis) funding of the existing lease at 2260 E. Palmdale Blvd., Suite D-J, Palmdale						
<b>PROGRAM</b>	Palmdale Mental Health Center						
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No						
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:						
<b>DEADLINES/ TIME CONSTRAINTS</b>	Because the Additional TI amount previously approved by the Board are insufficient to complete the necessary TI work, additional authority is being requested to finish out the lease space on behave of DMH						
<b>COST &amp; FUNDING</b>	<table border="1"> <tr> <td>Total cost: \$254,610</td><td>Funding source: State and Federal Funding Sources</td></tr> <tr> <td colspan="2">TERMS (if applicable): This additional TI amount will be paid by DMH in a lump sum.</td></tr> <tr> <td colspan="2">Explanation: Sufficient funding for the proposed Lease, and County TI reimbursement costs for the first year of the proposed term is included in the Fiscal Year (FY) 2022-23 Rent Expense Budget and will be billed back to DMH. DMH has sufficient funding in its FY 2022-23 operating budget to cover the lease costs 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 DMH.</td></tr> </table>	Total cost: \$254,610	Funding source: State and Federal Funding Sources	TERMS (if applicable): This additional TI amount will be paid by DMH in a lump sum.		Explanation: Sufficient funding for the proposed Lease, and County TI reimbursement costs for the first year of the proposed term is included in the Fiscal Year (FY) 2022-23 Rent Expense Budget and will be billed back to DMH. DMH has sufficient funding in its FY 2022-23 operating budget to cover the lease costs 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 DMH.	
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<b>PURPOSE OF REQUEST</b>	Approval of the recommended action will authorize additional tenant improvement funds will adequately provide the necessary office space for DMH at 2260 E. Palmdale Blvd., Suite D-J, Palmdale						
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The Board approved TI dollars at the time it authorized the Chief Executive Office (CEO) to enter into the first lease amendment to extend and expand the existing lease. Upon the development of construction plans and bid out, the actual cost for expansion project was higher than anticipated and exceeded the TI amount previously approved by the Board under the first amendment which mirrored the TI budget originally approved from the initial lease in 2022. Staff worked with DMH and the Landlord to analyze the improvements in order the fulfill the programmatic needs as well as reduce overall expenditures. The overages are attributable to several factors including, without limitation, prevailing wages and construction costs increases. The County, along with other owners, has been experiencing higher than expected construction costs due to a number of factors including increased labor and material expenses.						
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:						
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:						
<b>DEPARTMENTAL CONTACTS</b>	Michael Samsing, Section Chief CEO – Real Estate Division 213-262-7962 msamsing@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) 974-1101 [ceo.lacounty.gov](http://ceo.lacounty.gov)

#### CHIEF EXECUTIVE OFFICER

Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

May 16, 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:

**LEASE NO. 300083 – AMENDMENT NO. 1  
DEPARTMENT OF MENTAL HEALTH  
2260 EAST PALMDALE BOULEVARD, PALMDALE  
(FIFTH DISTRICT) (3 VOTES)**

#### **SUBJECT**

Approval of a proposed lease Amendment No. 1 to provide additional tenant improvement (TI) funds for an existing lease for the Department of Mental Health (DMH).

#### **IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed lease Amendment No. 1 is exempt from the California Environmental Quality Act (CEQA), for the reasons stated in this Board letter and in the project records.
2. Authorize the Chief Executive Officer, or her designee, to execute the proposed Amendment No. 1 to lease No. 300083 with 2200 Town Square East LLC, a California limited liability company, (Landlord), to provide up to \$254,610 of additional TI funds to be paid by DMH for a new total County TI Contribution of \$2,885,580. The County's additional TI cost proposed herein will be paid in one lump sum payment. The costs will be 100 percent funded with State and Federal funding sources.
3. Authorize the Chief Executive Officer, or her designee, to execute any other ancillary documentation necessary to effectuate the increased funding, and authorize and direct the Chief Executive Officer, or her designee, to take actions necessary and appropriate to implement the authorization provided above.

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

The proposed Amendment No. 1 to Lease No. 300083 is to provide additional TI funding in order to complete the build out of the leased space.

## **BACKGROUND**

On January 11, 2022, the Board approved a lease at 2260 East Palmdale Boulevard, Suites D-J, Palmdale, to provide 16,974 square feet for a new DMH clinic and office space for the support staff, which is necessary for the growing needs of departmental programs in the greater Antelope Valley region. The lease includes a Landlord funded base TI allowance of \$339,480 and the County contributing \$2,630,970 for a total original TI budget of \$2,970,450.

The TI budget was based upon preliminary estimates and is insufficient to build out the new office space for the following reasons: (i) construction costs have significantly increased since the lease was executed; and (ii) furniture costs have significantly increased since the lease was executed. The current estimated costs have increased by \$254,610 for a new total TI budget of \$3,225,060.

The Landlord and the County performed a value engineering exercise to reduce the cost overruns. While this exercise resulted in some savings, unfortunately, the project costs could not be reduced back to the original budget.

The County has experienced some bids which come in higher than expected, such as the subject lease, but in most cases the bids fall within budget. The Chief Executive Office, Real Estate Division has vigorous procedures in place to control costs and reduce the likelihood of budget overruns in the future, including, making sure that: (a) the department space plan conforms with the approved Space Request/Evaluation (SRE); (b) the landlord's architect adheres to the County plans and specifications; and (c) the design has adequate value engineering alternatives.

## **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 existing lease supports this goal with a facility that provides proper accommodations for office space in a conveniently located facility, with adequate space for employees, collaborators, and clients. The requested additional TI dollars will allow the County to move forward with the existing lease.

The proposed lease Amendment No. 1 is consistent with the Strategic Asset Management Plan Goal 2 – Strengthen Connection between Service Priorities and Asset Decisions and Key Objective 4 – Guide Strategic Decision-Making.

The proposed lease amendment No. 1 supports the above goals and objective by providing the funds necessary to complete the appropriate DMH clinic space that is centrally located within this service area and providing the needed services in the community. The requested additional TI dollars will allow the County to move forward with completing the TIs for the existing lease.

### **FISCAL IMPACT/FINANCING**

The proposed additional TI funding of \$254,610, will be paid by DMH in a lump sum payment.

The requested additional TI funding includes a contingency, which could be used to cover any cost of delay or other unanticipated costs.

The aggregate lease expense with the proposed additional TI costs over the nine-year term is estimated to be \$8,143,000. The Enclosure provides an overview of the revised lease costs with the additional TI expenses contemplated by the proposed lease Amendment No. 1.

Sufficient funding for the proposed additional TI costs to be paid by the County is included in the Fiscal Year 2022-23 Rent Expense budget and will be billed back to DMH. The costs will be 100 percent funded with State and Federal funding sources.

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

County Counsel has reviewed and approved the proposed lease amendment.

### **ENVIRONMENTAL DOCUMENTATION**

Adjustment of the County's TI Contribution towards TI costs is not subject to CEQA because it is an activity that is excluded from the definition of a project by section 21065 of the Public Resources Code and section 15378 of the State CEQA Guidelines. The proposed action is organizational and an administrative activity of government that will not result in indirect or direct physical changes to the environment pursuant to section 15378(b)(5). The project to which the recommended organizational and/or administrative action applies has previously been approved by the Board and necessary CEQA finding for the project was made at the time of approval. There are no changes proposed to the project as a result of the currently recommended action, which would necessitate further findings under CEQA.

The Honorable Board of Supervisors  
May 16, 2023  
Page 4

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

The proposed lease amendment No. 1 will allow completion of the necessary clinic space for the County requirements. DMH concurs with the proposed additional TI funding.

Respectfully submitted,

Fesia A. Davenport  
Chief Executive Officer

FAD:JMN:JTC:JLC:gb

Enclosure

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

OVERVIEW OF THE PROPOSED BUDGETED LEASE COSTS

Department of Mental Health  
2260 E. Palmdale Boulevard, Palmdale

Basic Lease Assumptions

Leased Area (sq.ft.)	16,974	
	Monthly	Annual
Rent (per sq. ft.) <sup>(1)</sup>	\$1.82	\$21.84
Rent Amount (\$)	\$370,712	
Term (Month/Years)	108	
Annual Rent Adjustment	3%	
	Lump Sum	Amortized
Tenant Improvement Costs <sup>(2)</sup>	\$2,630,970	\$2,907,199
Additional Tenant Improvement Costs <sup>(3)</sup>	\$254,610	
	Lump Sum	Amortized
Low Voltage Costs <sup>(4)</sup> (TESMA Labor & Materials)	\$1,046,853	\$1,214,316

	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year	6 <sup>th</sup> Year	7 <sup>th</sup> Year	8 <sup>th</sup> Year	9 <sup>th</sup> Year	Total 10 Year Rental Costs
Annual Base Rent Costs <sup>(1)</sup>	\$370,712	\$381,834	\$393,289	\$405,087	\$417,240	\$429,757	\$442,650	\$455,929	\$469,607	\$3,767,000
Tenant Improvement Paid Through County Commercial Paper Program <sup>(2)</sup>	\$581,440	\$581,440	\$581,440	\$581,440	\$581,440					\$2,908,000
Additional Tenant Improvement Cost <sup>(3)</sup>	\$254,610									\$255,000
Total Cost Paid to Landlord	\$1,206,762	\$963,274	\$974,729	\$986,527	\$998,680	\$429,757	\$442,650	\$455,929	\$469,607	\$6,928,000
Low Voltage Costs <sup>(4)</sup>	\$242,863	\$242,863	\$242,863	\$242,863	\$242,863					\$1,215,000
Total Annual Lease Costs	\$1,449,625	\$1,206,137	\$1,217,592	\$1,229,390	\$1,241,543	\$429,757	\$442,650	\$455,929	\$469,607	\$8,143,000

Footnotes

<sup>(1)</sup> Base rent includes CPI increases capped at 3% per annum.

<sup>(2)</sup> The initial Tenant Improvement (TI) contribution of \$2,630,970 will be amortized via the Commercial Note Program. The cost will be amortized over 5 years at 4% per annum.

<sup>(3)</sup> The additional Tenant Improvement (TI) costs of \$254,610 will be paid via a lump sum payment.

<sup>(4)</sup> Low Voltage Costs: Low voltage systems and vendor installation cost of \$1,046,853 may be amortized over 5 years at 6% per annum.

\*Lease is modified-gross with Janitorial and Utilities excluded and will be charged to the Department of Mental Health

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

**AMENDMENT NO. 1 TO LEASE No. 300083  
COUNTY OF LOS ANGELES  
2260 EAST PALMDALE, PALMDALE, CALIFORNIA**

This **AMENDMENT NO. 1 TO LEASE NO. 300083** (the "**Amendment**" or "**Amendment No. 1**") is made and entered into this \_\_\_\_ day of April, 2023 (the "**Effective Date**"), by and between **2200 TOWN SQUARE EAST LLC**, a California limited liability company, hereinafter referred to as "**Landlord**" and the **COUNTY OF LOS ANGELES**, a body corporate and politic, hereinafter referred to as "**Tenant**."

**RECITALS**

**A. WHEREAS**, Landlord and Tenant entered into that certain Lease Agreement No. 300083 dated January 14, 2022, including a Landlord's Work Letter, (collectively, the "**Lease**"), for certain premises commonly known as 2260 East Palmdale Boulevard, Suites D-J, Palmdale, California, comprised of 16,974 rentable square feet (the "**Original Premises**").

**B. WHEREAS**, Landlord and Tenant desire to make modifications to the Lease, to reflect a \$254,610 increase to the Tenant's TI Contribution provided in the Lease, and in connection therewith, Landlord and Tenant desire to amend the Lease as hereinafter provided.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are hereby deemed a contractual part hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the rents, covenants and agreements herein contained and intended to be legally bound hereby, Landlord and Tenant hereby covenant and agree to amend the Lease as follows:

**1. Meaning of Terms; Effective Date.** Except as otherwise stated in this Amendment No. 1 to Lease: (a) all initially capitalized terms in this Amendment No. 1 will have the respective defined meanings stated in the Lease, and (b) the terms and provisions of this Amendment No. 1 will be considered to be effective as of the date of this Amendment No. 1.

**2. Revised Tenant's TI Contribution.** The previous Tenant's TI Contribution of Two Million Six Hundred Thirty Thousand Nine Hundred Seventy and 00/100 Dollars (\$2,630,970) as provided in the Lease shall be amended and replaced by this Amendment with the new Tenant's TI Contribution of Two Million Eight Hundred Eighty-Five Thousand Five Hundred Eighty and 00/100 Dollars (\$2,885,580, i.e., \$170 per rentable square foot).

**3. No Default.** Tenant represents and warrants as of the date hereof that (a) no defenses or offsets exist to the enforcement of the Lease by Landlord, (b) neither Tenant nor Landlord is in default in the performance of the Lease or any provisions contained therein, (c) neither Tenant nor Landlord has committed any breach of the Lease, nor has any default occurred which, with the passage of time or the giving of notice or both, would constitute a default or a breach by Tenant or Landlord under the Lease. In the event of a conflict between the Lease and this Amendment No. 1, the terms of this Amendment No. 1 shall control. The covenants, agreements, terms and conditions contained in this Amendment No. 1 shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.



**4. Landlord's Authority.** Landlord represents and warrants that (a) as of the date hereof, Landlord is qualified to do business in the state in which the Premises is located, (b) the Landlord entity has full right and authority to enter into this Amendment, and (c) all persons signing on behalf of the Landlord entity were authorized to do so by appropriate actions.

**5. Modification.** The Lease, as amended herein, contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. The Lease may be further amended only in writing signed by both Landlord and Tenant.

**6. Brokers.** Landlord represents that it has had dealings with real estate broker Rosanne Morgiewicz, CRX, CLS, The Morgiewicz Company with an office address of 18120 Coastline Drive, Malibu, CA 90265, in connection with the negotiation of this Amendment No. 1, and that they know of no other real estate broker, agent, or finder who is entitled to a commission or finder's fee in connection with this Amendment No. 1. Tenant represents it has had no dealings with any real estate broker, agent, or finder who is entitled to a commission or finder's fee in connection with this Amendment No. 1. Each party agrees to indemnify, protect, defend, and hold harmless the other party against all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including reasonable attorney fees) for any leasing commission, finder's fee, or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker, agent, or finder, unless the parties mutually agree otherwise in writing. The terms of this section 6 will survive the expiration or earlier termination of the Extended Term.

**7. Effectiveness of Lease.** Except as explicitly modified by this Amendment No. 1, all of the terms and provisions of the Lease are and remain in full force and effect.

**8. Governing Law and Venue.** This Amendment No. 1 shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Amendment No. 1 shall be conducted in the County of Los Angeles, State of California.

**9. Counterparts; Electronic Signatures.** This Amendment No. 1 and any other document necessary for the consummation of the transaction contemplated by this Amendment No. 1 may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one 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 Amendment No. 1 and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Amendment No. 1 had been delivered had been signed using a handwritten signature. Landlord and Tenant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Amendment No. 1 is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Amendment No. 1 based on the foregoing forms of signature. If this Amendment No. 1 has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic

Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

*[SIGNATURE PAGE IMMEDIATELY FOLLOWS]*

**IN WITNESS WHEREOF**, the Landlord's duly authorized representative has executed this Amendment No. 1, or caused it to be duly authorized executed, and the County of Los Angeles by the order of the Board of Supervisors, has caused this Amendment No. 1 to be executed on its behalf as of the Effective Date.

**LANDLORD:**

**2200 TOWN SQUARE EAST LLC,**  
a California limited liability company

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

**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**  
County Counsel

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

**BOARD LETTER/MEMO  
CLUSTER FACT SHEET**

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	4/19/2023	
<b>BOARD MEETING DATE</b>	5/16/2023	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input checked="" type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Children and Family Services (DCFS)	
<b>SUBJECT</b>	8-year lease to extend the term of an existing lease	
<b>PROGRAM</b>	Belvedere Regional Office	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	The lease is currently on month-to-month holdover and is not subject to a holdover fee	
<b>COST &amp; FUNDING</b>	Total cost: \$9,661,000	Funding source: The rental costs will be funded by 45 percent State and Federal funds and 55 percent NCC that is already included in DCFS' existing budget.
	TERMS (if applicable): The base rent is subject to fixed 3 percent increases per annum. The County has the right to terminate the lease early at any time after the 60 <sup>th</sup> month with no more than 12 month and no less 9 months' notice subject to a termination fee of the unamortized portion of the TI Allowance not to exceed \$218,329.	
	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 DCFS. DCFS has sufficient funding in its FY 2022-23 Operating Budget to cover the proposed rent for the first year. Beginning in FY 2023-24, ongoing funding for costs associated with the proposed lease will be part of the budget for DCFS.	
<b>PURPOSE OF REQUEST</b>	Approval of the recommended actions will authorize and continue to adequately provide the necessary office space for DCFS.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The proposed lease will provide DCFS continued use of approximately 38,814 square feet of office space 175 parking spaces.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
<b>DEPARTMENTAL CONTACTS</b>	Alexandra Nguyen-Rivera, Section Chief CEO Real Estate Division 213 974-4189 <a href="mailto:arivera@ceo.lacounty.gov">arivera@ceo.lacounty.gov</a>	



## 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"

May 16, 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  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
5835 SOUTH EASTERN AVENUE, COMMERCE  
(FOURTH DISTRICT) (3 VOTES)**

#### **SUBJECT**

Approval of a proposed eight-year lease to renew an existing lease to provide the Department of Children and Family Services (DCFS) continued use of 38,814 square feet of office space and 175 on-site parking spaces for its Belvedere Regional Office.

#### **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 Prologis L.P., a Delaware limited partnership, (Landlord), for the continued use of approximately 38,814 square feet of office space and 175 on-site parking spaces located at 5835 South Eastern Avenue, Commerce, CA (Premises) to be occupied by DCFS. The proposed lease is for a term of eight years. The estimated maximum first year base rental cost is \$1,117,843, but with a three-month rent abatement of \$279,461, will equal \$838,382. The estimated total lease cost is \$9,661,000 over the eight-year term. The rental costs will be funded by 45 percent State and Federal funds and 55 percent by net County cost (NCC) that is already included in DCFS' existing budget. DCFS will not be requesting additional NCC for this action.

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

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

DCFS currently provides a range of comprehensive services directly to children and families in crisis, with the primary goal to maintain the family unit, and when not possible, to reunify the family as quickly as possible. Services provided at these Premises include child protection, family preservation, family reunification, emancipation, permanency planning, child welfare, foster care services, and adoptions. DCFS services are provided to children and families in collaboration with support from the Department of Mental Health in improving mental health and in achieving permanency outcomes. The Premises is occupied by approximately 316 County employees using 276 workstations.

The Premises have been occupied by DCFS as the Belvedere Regional Office since 1993. The existing lease expired on November 17, 2019, and is not subject to a holdover fee.

The above DCFS programs provide direct on-site services to children and families limiting the ability for DCFS staff to telework. DCFS prefers to remain at this location because relocation will require costly tenant improvements. The Premises are conveniently located near public transportation.

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

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

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

The proposed lease is also consistent with Strategic Asset Management Goal 2 – Strengthen connection between service priorities and asset decisions, and Key Objective No. 4 – Guide Strategic Decision-Making.

The proposed lease supports the above goals and objective by allowing DCFS to continue to provide direct services to children and families in collaboration with other County departments and agencies, from a facility located within the communities in need of these services.

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

### **FISCAL IMPACT/FINANCING**

The estimated maximum first year base rental cost is \$1,117,843, but is adjusted to \$838,382 after including a three-month rent abatement of \$279,461. The aggregate cost associated with the proposed lease over the entire term is \$9,661,000 as shown in Enclosure B-1. The rental costs will be funded by 45 percent State and Federal funds and 55 percent by NCC that is already included in DCFS' existing budget. DCFS will not be requesting additional NCC for this action.

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

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

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

- Upon commencement of the proposed lease, the annual rental rate will decrease from \$30.83 per square foot, per year to \$28.80 per square foot, per year. The base rental rate includes parking and is subject to fixed annual increases of 3 percent.
- The Landlord will provide a non-reimbursable tenant improvement allowance of \$15 per rentable square foot or \$582,210 for refurbishment of the Premises including paint, flooring, and other minor improvements pursuant to the County's specifications. Any unused portion of the Tenant Improvement Allowance shall be credited towards the base rent.
- The Landlord is responsible for all operating and maintenance costs of the building including all utilities and janitorial costs. The County has no responsibility for any operating and maintenance costs.
- A comparison of the existing lease and the proposed lease is shown in Enclosure B-2.

- The County has the right to terminate the proposed lease any time after 60 months, with no more than 12 months and no less than nine months prior written notice and payment of a termination fee of the unamortized portion of the tenant improvement allowance not to exceed \$218,329.
- Holdover at the proposed lease expiration is permitted on the same lease terms and conditions, except the monthly base rent during the holdover period will be at the base rent at the time of the proposed lease expiration and subject to the fixed 3 percent increases per annum, as provided for in the proposed lease.
- 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 the first day of the month following approval by the Board and full execution of the proposed lease.

The Chief Executive Office conducted a market search of available office space for lease but was unable to identify any sites that could accommodate this requirement more economically. Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$28.92 and \$35.88 per square foot, per year. The effective base annual rental rate of \$28.80 per square foot, per year for the proposed lease represents a rate that is below the market range for the area. Further, relocation to a new building would require costly new tenant improvements and disrupt services. We recommend the proposed Premises as the most suitable to meet the County's space requirements.

This office provides direct services and as such, co-working office space is not practical.

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

The Department of Public Works previously inspected this facility and found it suitable for the County's occupancy. The required notification letter to the City of Commerce 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 a suitable location for the DCFS programs, which is consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012, as outlined in Enclosure D.

### **ENVIRONMENTAL DOCUMENTATION**

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

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

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

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

Respectfully submitted,

FESIA A. DAVENPORT  
Chief Executive Officer

FAD:JMN:JTC  
JLC:HD:ANR:MAC:gw

Enclosures

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

**CHILDREN AND FAMILY SERVICES  
5835 SOUTH EASTERN AVENUE, COMMERCE**

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

<b>1.</b>	<b><u>Occupancy</u></b>		<b>Yes</b>	<b>No</b>	<b>N/A</b>
	A	Does lease consolidate administrative functions? <sup>2</sup>			<b>X</b>
	B	Does lease co-locate with other functions to better serve clients? <sup>2</sup>			<b>X</b>
	C	Does this lease centralize business support functions? <sup>2</sup>			<b>X</b>
	D	Does this lease meet the guideline of 200 sq. ft of space per person? <sup>2</sup> <b>No, it's 140 sq. ft. per person as the staff spends time out in the field seeing clients.</b>		<b>X</b>	
	E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? <sup>2</sup>	<b>X</b>		
	F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location? <sup>2</sup>	<b>X</b>		
<b>2.</b>	<b><u>Capital</u></b>				
	A	Is it a substantial net County cost (NCC) program? Yes, 45 percent State and Federal funds and 55 percent by NCC that is already included in DCFS' existing budget. The department will not be requesting additional NCC for this action.	<b>X</b>		
	B	Is this a long-term County program?	<b>X</b>		
	C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?		<b>X</b>	
	D	If no, are there any suitable County-owned facilities available?		<b>X</b>	
	E	If yes, why is lease being recommended over occupancy in County-owned space?			
	F	Is Building Description Report attached as Enclosure C?	<b>X</b>		
	G	Was build-to-suit or capital project considered? <sup>2</sup>			<b>X</b>
<b>3.</b>	<b><u>Portfolio Management</u></b>				
	A	Did department utilize CEO Space Request Evaluation (SRE)?	<b>X</b>		
	B	Was the space need justified?	<b>X</b>		
	C	If a renewal lease, was co-location with other County departments considered?		<b>X</b>	
	D	Why was this program not co-located with other County departments?			
		1. ____ The program clientele requires a "stand alone" facility.			
		2. <u>  X  </u> No suitable County occupied properties in project area.			
		3. ____ No County-owned facilities available for the project.			
		4. ____ Could not get City clearance or approval.			
		5. ____ The Program is being co-located.			
	E	Is lease a full-service lease? <sup>2</sup>	<b>X</b>		
	F	Has growth projection been considered in space request?			<b>X</b>
	G	<sup>1</sup> Has the Dept. of Public Works completed seismic review/approval?	<b>X</b>		
<sup>1</sup> As approved by the Board of Supervisors 11/17/98					
<sup>2</sup> If not, why not?					

## ENCLOSURE B-1

OVERVIEW OF THE BUDGETED LEASE AMENDMENT AND RELATED COSTS									
Department of Children and Family Services 5835 Eastern Avenue, Commerce									
<b>Basic Lease Assumptions</b>									
Rent (per sq. ft.) <sup>(1)</sup>	Monthly	Annual							
	\$2.40	\$28.80							
Rent Amount (\$)	\$93,153.60								
Leased Area (sq.ft.)	38,814								
Term (Months/Years)	96								
Annual Rent Adjustment	3.00%								
	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year	6 <sup>th</sup> Year	7 <sup>th</sup> Year	8 <sup>th</sup> Year	Total 8 Year Rental Costs
Annual Base Rent Costs <sup>1</sup>	1,117,843	1,151,378	1,185,920	1,221,497	1,258,142	1,295,887	1,334,763	1,374,806	9,941,000
Rent Abatement/Holdover Credit <sup>2</sup>	(279,460.80)								-280,000
Total Paid to Landlord	838,382	1,151,378	1,185,920	1,221,497	1,258,142	1,295,887	1,334,763	1,374,806	9,661,000
Total Annual Lease Costs	838,382	1,151,378	1,185,920	1,221,497	1,258,142	1,295,887	1,334,763	1,374,806	9,661,000
<b>Footnotes</b>									
<sup>1</sup> The Base Rent is subject to fixed three percent (3%) increases per annum and includes 175 on-site parking spaces.									
<sup>2</sup> The Base Rent for the months of January, February and March 2022 of the Extended Term shall be abated.									
<b>*Calculation note: All numbers are rounded up to ensure sufficient funds available to pay the specified expense.</b>									

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

	<b>Existing Lease: 5835 S. Eastern Ave.</b>	<b>Proposed Lease 5835 S. Eastern Ave.</b>	<b>Change</b>
Area (Square Feet)	38,814 sq. ft.	38,814 sq. ft.	None
Term (years)	Five years	Eight years	+ Three years.
Annual Base Rent (Base rent includes 175 parking spaces)	\$1,196,561 (\$30.83 per sq. ft. annually)	\$1,117,843 <sup>(1)</sup> (\$28.80 per sq. ft. annually)	-\$78,718 annually
Rent Abatement*	\$0.00	\$279,461	+\$279,461
Annual Parking Cost	\$0.00	\$0.00	None
Adjusted Annual Base Rent payable to the Landlord (effective rate)	\$1,150,539 (\$29.64 per sq. ft.)	\$838,382* (\$21.20 per sq. ft.)	-\$312,157 annually
Rental rate adjustment	Annual CPI adjustments capped at 4 percent with no minimum.	Fixed 3 percent per annum.	Fixed rent adjustments per annum

\* Represents rent abatement for three months

**DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

**SPACE SEARCH – 3 MILE RADIUS FROM  
5835 SOUTH EASTERN AVENUE, COMMERCE**

LACO	Name	Address	Ownership Type	Gross Sq. Ft.	Vacant
A069	DA – Auto Insurance Fraud Office	5900 S. Eastern Ave, Commerce 90040	Leased	11,720	None
A133	Child Support Services – Division II Headquarters	5770 S. Eastern Ave, Commerce 90040	Leased	84,477	None
A146	Fire – Hazardous Materials Division Headquarters	5825 Rickenbacker Rd, Commerce 90040	Leased	16,670	None
A183	Sheriff – Homicide Bureau Office Building	5747 Rickenbacker Rd, Commerce 90040	Leased	17,460	None
A188	Sheriff – Internal Affairs Bureau/Risk Management	4900 S. Eastern Ave, Commerce 90040	Leased	38,936	None
A332	Child Support Services – Training/IT Division	5500 S. Eastern Ave, Commerce 90040	Leased	39,991	None
A427	Fire – Mapping & Engineering Section Offices	5828 Rickenbacker Rd, Commerce 90040	Leased	7,177	None
A446	Fire – Information Management Division Offices	5815 Rickenbacker Rd, Commerce 90040	Leased	3,722	None
A460	DHS – Ferguson Administrative Services Center	5555 Ferguson Dr, Commerce 90022	Owned	268,400	None
A463	Human Resources – Commerce Office	1436 S. Goodrich Blvd, Commerce 90022	Leased	26,200	None
A570	Health Services / Administrative	5701 S. Eastern Ave, Commerce 90040	Leased	40,539	None
A580	Fire – Administrative Headquarters Office Annex	5801 S. Eastern Ave, Commerce 90040	Leased	31,355	None
A823	Fire – Fire Prevention Division / Forestry Division Headquarters	5823 Rickenbacker Rd, Commerce 90040	Leased	17,710	None
B460	DPSS – Gain Program Region VI Office	5460 Bandini Blvd, Bell 90201	Leased	31,400	None
Y640	DPSS – Cudahy A/P District Office	8130 S. Atlantic Ave, Cudahy 90201	Owned	30,873	None
4465	DF Kirby Center – Administration Building	1500 S McDonnell Ave, Commerce 90022	Owned	18,170	None
10260	DCSS – Customer Contact Center	5801 E. Slauson Ave, Commerce 90040	Leased	26,360	None

## **FACILITY LOCATION POLICY ANALYSIS**

**Proposed lease:** Lease for DCFS – 5835 South Eastern Avenue, Commerce – Fourth District.

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

**B. Determination of the Service Area –** Located within one of the following zip codes 90022, 90023, 90040, 90058, 90063, 90201, 90255, 90270, 90640, or 90650.

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

- Need for proximity to service area and population: Centrally located within the service area of the Premises.
- Need for proximity to existing County facilities: N/A
- Need for proximity to Los Angeles Civic Center: N/A
- Economic Development Potential: N/A
- Proximity to public transportation: The location is adequately served by local transit services, i.e., bus service.
- Availability of affordable housing for County employees: N/A
- Use of historic buildings: N/A
- Availability and compatibility of existing buildings: The property is in the City of Commerce and the continued County use is consistent with its use and zoning for office
- Compatibility with local land use plans: The City of Commerce 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 \$9,661,000.

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

The Chief Executive Office conducted a market search of available office space for lease but was unable to identify any sites that could accommodate this requirement more economically. Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$28.92 and \$35.88 per square foot, per year. The effective base annual rental rate of \$28.80 per square foot, per year for the proposed lease represents a rate that is below the market range for the area. Further, relocation to a new building would require costly new tenant improvements and disrupt services. We recommend the proposed facility as the most suitable to meet the County's space requirements.

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

The proposed lease will continue to provide adequate and efficient office space for 316 employees consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012. There are no available buildings in the area that meet the Department's requirements.

**COUNTY OF LOS ANGELES  
CHIEF EXECUTIVE OFFICE**

**LEASE AGREEMENT**

**COUNTY OF LOS ANGELES - Tenant**

**PROLOGIS L.P. – Landlord**

**5835 SOUTH EASTERN AVENUE**

**COMMERCE, CALIFORNIA 90040**



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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 \_\_\_\_\_, 20\_\_ between PROLOGIS, L.P., a Delaware limited partnership, ("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:	<p>Prologis, L.P., a Delaware limited partnership, 2141 Rosecrans Avenue, Suite 1151 El Segundo, CA 90245 Attn: Market Officer</p> <p>With a copy to:</p> <p>Prologis 1800 Wazee Street, Suite 500 Denver, Colorado 80202 Attn: General Counsel</p>
(b) Tenant's Address for Notices:	<p>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> <p>With a copy to:</p> <p>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</p>
(c) Premises:	<p>Approximately 38,814 rentable square feet, designated as 2nd Floor, in the Building (defined below), as shown on <u>Exhibit A</u> attached hereto.</p>

(d) Building:	The Building located at 5835 South Eastern Avenue, Commerce, California 90040, which is currently assessed by the County Assessor as APN 6332-013-027 (collectively, the "Property");
(e) Term:	Eight (8) years, commencing pursuant to the terms of Section 4.1 (the "Commencement Date"), and terminating at midnight on the day before the eighth annual anniversary of the Commencement Date (the "Termination Date"), subject to earlier termination by Tenant as provided herein. The phrase "Term of this Lease" or "the Term hereof" as used in this Lease, or words of similar import, shall refer to the initial Term of this Lease together with any additional Extension Term for which an option has been validly exercised.
(f) Estimated Commencement Date:	June 1, 2023
(g) Irrevocable Offer Expiration Date: (see Section 33)	May 16, 2023
(h) Base Rent:	\$2.40 per rentable square foot per month (i.e., \$93,153.60 per month), subject adjustments as provided in Section 5 (Rent).
(i) Early Termination (see Section 4.4)	Tenant shall have the right to terminate the Lease for any reason after the 60th month following the Commencement Date. If Tenant elects to exercise the right to early termination, notice will be given within no more than 12 months and no less than nine months prior to the effective date of termination.
(j) Rentable Square Feet in the Premises:	38,814 rentable square feet
(k) Initial Departmental Use:	Department of Children and Family Services public facing office, subject to Section 6.
(l) Parking Spaces:	175 unreserved spaces
(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 date January 31, 2023 prepared by Partner Engineering and Science, Inc, a licensed California Asbestos contractor.
(o) Seismic Report	A report dated January 9, 2002 prepared by the Department of Public Works.
(p) Disabled Access Survey	Included on the "ADA Barrier List" prepared by the County Office of Affirmative Action Compliance and identified as Site # A157.

## 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. The space has been measured by Landlord and verified independently by Tenant.

## 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. Notwithstanding the foregoing or anything else to the contrary and provided such actions by Landlord do not materially and adversely impair access to or parking for the Premises, Landlord shall have the right, in Landlord's sole discretion, from time to time to (a) make changes to the Common Areas, including, without limitation, changes in the locations, size, shape, and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways, and utility raceways; (b) close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available; (c) use the Common Areas while engaged in making additional improvements, repairs, or alterations to the property of which the Building is a part, or any portion thereof; and (d) do and perform such other acts and make such other changes in, to, or with respect to the Common Areas and property as Landlord may, in the exercise of sound business judgment, deem to be appropriate.

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

### 4.1 **Term**

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

#### 4.2 Termination Right

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

#### 4.3 Existing Possession

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

#### 4.4 Early Termination

Tenant shall have the right to terminate this Lease at any time after the Early Termination date specified in Section 1.1, by giving Landlord not less than nine (9) months or more than twelve (12) months prior written notice, executed by Tenant's Chief Executive Officer or his/her designee. If the lease is terminated pursuant to this section, tenant will reimburse Landlord for the unamortized amount of the Tenant Improvement Allowance not to exceed \$218,328.75. The amortizations shall be based on a 60-month amortization period straight line with no interest.

### **RENT**

#### 5. Base Rent

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



The Base Rent is subject to fixed three percent (3%) increases per annum as follows:

<b>Months</b>	<b>Rate psf</b>	<b>Annual psf</b>	<b>Monthly Rent</b>
1 - 12	\$2.40	\$28.80	\$93,153.60
13 - 24	\$2.47	\$29.66	\$95,948.21
25 - 36	\$2.54	\$30.55	\$98,826.65
37 - 48	\$2.62	\$31.47	\$101,791.45
49 - 60	\$2.70	\$32.42	\$104,845.20
61 - 72	\$2.78	\$33.38	\$107,990.55
73 - 84	\$2.86	\$34.38	\$111,230.27
85 - 96	\$2.95	\$35.42	\$114,566.15

#### 5.1 Rent Abatement

The Base Rent for the 3rd, 4th, and 5th months of the initial extended term shall be abated.

#### 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 Los Angeles County Department the County designates or, with respect to an approved assignment pursuant to Section 16, for any other governmental purposes where used by a governmental entity or quasi-governmental entity that is a partnership with Los Angeles County, during Tenant's Hours of Operation, after Tenant's Hours of Operation, and on weekends and holidays and for no other business or purpose, however, Landlord shall not unreasonably withhold its consent to a change of use,.

#### 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 (as such Base Rent is increased by 3% each year, 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. Tenant waives the provisions of California Civil Code Sections 1932(2) and 1933(4) with respect to any partial or total destruction of the Premises.

### 9.2 **Tenant 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, then Tenant may, at its sole election:

- (a) Declare a default hereunder and have the remedies set forth in Paragraph 15.1.

### 10. REPAIRS AND MAINTENANCE

#### 10.1 Landlord Representations

- (a) Landlord, to its actual and current knowledge considering that Tenant has occupied the Premises for a prolonged period of time, represents to Tenant that, as of the date hereof:
- 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)) in violation of Environmental Laws; and
  - iv. Landlord has not received any written notice from any governmental agency that the Building or the Premises are in violation of any law or regulation.
- (b) Landlord represents, to the best of its knowledge based upon the Asbestos Report (as defined in Section 1.1) that the Premises and the Building contain no asbestos containing materials (other than as may be reflected in the Asbestos Report). Landlord shall, prior to Tenant's occupancy, abate, at Landlord's sole cost and expense, all asbestos-containing materials to the extent required by law and provide Tenant with an updated report from a licensed California Asbestos contractor to that effect.
- (c) CASp Inspection:

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

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

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

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

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

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

## 10.2 Landlord Obligations

- (a) Landlord shall keep and maintain the Property in good condition and repair and promptly make repairs to and perform maintenance upon and replace as needed:
  - i. the structural elements of the Building, including without limitation, all permanent exterior and interior walls, floors and ceilings, foundations, roof, concealed plumbing, stairways, concealed electrical systems and intra-building telephone network cables;
  - ii. mechanical (including HVAC), electrical, plumbing and fire/life systems serving the Building;
  - iii. the Common Areas;
  - iv. exterior windows of the Building; and
  - v. elevators serving the Building.
- (b) Landlord, at its sole cost and expense, shall also perform all maintenance and repairs to the Premises, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted. Landlord's repair obligations include, without limitation, repairs to, or replacements of:
  - i. the floor covering (if such floor covering is carpeting it shall be replaced as needed, but not less often than after five (5) years of use);
  - ii. interior partitions;
  - iii. doors, door frames and hardware;
  - iv. the interior side of demising walls (which shall be repainted as needed but not less often than every five (5) years);
  - v. signage;
  - vi. emergency exit signage and battery replacement, and
  - vii. Light fixtures, bulbs, tubes and ballasts.

## 10.3 Tenant Obligations

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

- (a) be made and performed by contractors or mechanics approved by Landlord, which consent shall not be unreasonably withheld, conditioned or delayed;

- (b) be at least equal in quality, value and utility to the original work or installation; and
- (c) be in accordance with all applicable laws.

#### 10.4 **[INTENTIONALLY OMITTED]**

### 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.

##### (b) Electricity

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

##### (c) Elevators

Landlord shall furnish 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 legal requirements for drinking purposes.

##### (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.

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 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 or for performing any of Landlord's obligations under this Lease. 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 DEFAULT14.1 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, after two days further written notice to Landlord setting forth the cost to repair Landlord's Default, to remedy such default or breach and Landlord shall reimburse Tenant for such costs.

- (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 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.

# 16. **ASSIGNMENT AND SUBLETTING**

## 16.1 Assignment and Subletting

Tenant may not assign, mortgage, encumber or otherwise transfer this Lease or sublet the whole or any part of the Premises without first obtaining Landlord's prior consent; 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 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.

Except to the extent that Tenant is exempt from personal property taxes, Tenant shall be responsible for all personal property taxes on the Alterations and such personal property taxes shall not be charged to Landlord by Tenant or any subdivision of Tenant.

### 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.

#### 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 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 and awarded to Tenant separately from any Landlord award.

#### 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

Landlord shall indemnify, defend and hold Tenant harmless from and against all loss, cost and expense, including attorneys' fees, arising from any injury or damage to any person or property, occurring in or about the Building or Premises as a result of any negligent act, omission or willful misconduct of Landlord, or its officers, contractors, licensees, agents, employees, guests, or visitors, or arising from any breach or default under this Lease by Landlord. The foregoing provisions shall not be construed to make Landlord responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the negligence or willful misconduct of Tenant, or its officers, contractors, licensees, agents, employees or invitees.

#### 19.2 Tenant's Indemnity

The Tenant shall indemnify, defend and hold Landlord harmless from and against all loss, cost and expense, including attorneys' fees, arising from any injury or damage to any person or property, occurring in or about the Building or Premises as a result of any negligent act, omission or willful misconduct of Tenant or its employees, or arising from any breach or default under this Lease by Tenant. The foregoing provisions shall not be construed to make Tenant responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the negligence or willful misconduct of Landlord, or its officers, contractors, licensees, agents, employees or invitees.

### 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) and for any other damage, loss or injury to the Premises and/or the Building, or to the other's property in, on, or about the Premises and the Building, that are caused by or result from risks or perils insured against under any insurance policies required by the Lease to be carried by Landlord and/or Tenant and enforced at the time of any such damage, loss or injury. Neither Landlord nor Tenant shall be liable to the other for any damage caused by fire or any of the risks insured under any insurance policy required by this Lease.

## 20.2 General Insurance Provisions – Landlord and Tenant Requirements

Without limiting the Landlord's indemnification of Tenant, or Tenant's indemnification of Landlord, and during the term of this Lease, and until all of its obligations pursuant to this Lease have been met, each party 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 either party pursuant to this Lease. Neither party in any way warrants that the Required Insurance is sufficient to protect the other party for liabilities which may arise from or relate to this Lease.

### (a) Evidence of Coverage and Notice

- i. Certificate(s) of insurance coverage ("Certificate") satisfactory to the other party, and a copy of an Additional Insured endorsement confirming that the other party and its Agents (defined below) has been given insured status under the applicable General Liability policy, shall be delivered to the other party at the applicable addresses shown below and provided prior to the start day of this Lease.
- ii. Renewal Certificates shall be provided to the other party not less than 10 days prior to policy expiration dates.
- 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 party 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, and list any endorsement forms required by this Lease.
- iv. Neither a party's failure to obtain, nor the party'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 other party, 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 Landlord at Landlord's notice address and shall be delivered to Tenant at the following address:

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

Each party also shall promptly notify the other of any third party claim or suit filed against it 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.

The Landlord, Prologis, L.P., Landlord's property manager and employees (collectively, the "Landlord and its Agents"), shall be provided additional insured status under Tenant's General Liability policy with respect to liability arising from or connected with the Tenant's acts, errors, and omissions arising from and/or relating to the Tenant's operations on the premises. Landlord's additional insured status shall apply with respect to liability and defense of suits arising out of the Tenant'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 Landlord as an additional insured, even if they exceed the minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

(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.

Tenant shall provide the Landlord with, or Tenant's insurance policies shall contain a provision that the Landlord 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 Landlord 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 Landlord, upon which the Landlord 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 Tenant immediately terminate this Lease. Tenant, at its sole discretion, may seek damages in a court of adequate jurisdiction from Landlord resulting from said breach. Alternatively, the Tenant may purchase the Required Insurance, and without further notice to Landlord, deduct the premium cost from sums due to Landlord or pursue Landlord reimbursement.

Tenant'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 Landlord immediately terminate this Lease. Landlord, at its sole discretion, may seek damages in a court of adequate jurisdiction from Tenant resulting from said breach. Alternatively, the Landlord may purchase the Required Insurance, and without further notice to Tenant, deduct the premium cost from sums due to Tenant or pursue Tenant 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, unless otherwise approved by the other party.

(f) Tenant's Insurance Shall Be Primary

Tenant'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 and Tenant each hereby waive their rights, and the rights of their insurer(s), of recovery against one another under all required insurance policies for any covered loss arising from or related to this Lease. The Landlord and Tenant shall each 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. Notwithstanding the foregoing to the contrary,



with respect to any damage to the Premises caused by Tenant, or Tenant's employees, contractors, agents, licensees or invitees, Tenant shall pay Landlord's all-risk property insurance deductible, not to exceed \$25,000 per occurrence, within thirty (30) days following notice for such amount.

(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 and Tenant each understand and agree 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.

## 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	\$ 1 million
Aggregate:	
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	\$ 10 million
Aggregate:	
Personal and Advertising Injury:	\$ 5 million
Each Occurrence:	\$ 5 million

- (b) Commercial Property Insurance. Such insurance shall be written for the full replacement cost of the Property, with insurance proceeds payable to the Landlord.

21. **PARKING**

21.1 Tenant's Rights

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

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

24. **TENANT IMPROVEMENTS**

Landlord shall provide a non-reimbursable tenant improvement allowance of \$15 per RSF of the Premises equaling \$582,210 (the "TI Allowance") for refurbishment of the Premises. Within 90-days from the Commencement Date, Landlord shall commence the refurbishment work including but not limited to new flooring, paint, furniture repair/cleaning/replacement, chair rails, window frosting and fixtures as needed pursuant to Tenants specifications to be provided. The work, selections and finishes shall be approved in writing by the County's assigned Project manager in advance of work commencing. All work shall be coordinated with Tenant and performed during after-hours unless waived by Tenant. Landlord and Landlord's contractors shall comply with prevailing wage requirements under California Labor Code Section 1720 et. Seq., if applicable. Upon Tenant's confirmation that no further work is requested, any unused portion of the TI Allowance shall be credited towards the Base Rent; provided that in no event shall Landlord be required to provide work costing in excess, or credit toward Base Rent, a total amount exceeding the TI Allowance and, in any event, the TI Allowance must be applied by Tenant on or before the date that is twelve (12) months from the date of this Lease or the same shall be deemed waived.

Landlord and Tenant acknowledge and agree that Landlord has replaced the flooring within the elevator in the elevator lobby and the staircase located at the building lobby.

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 and hereby indemnifies and holds Landlord harmless from any liability or loss from any such lien. 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

Landlord represents that there is no existing deed of trust affecting the Building as of the date of signing.

26.3 Notice of Default

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

27. **SURRENDER OF POSSESSION**

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

28. **SIGNAGE**

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

29. **QUIET ENJOYMENT**

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

30. **GENERAL**

30.1 Headings

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

30.2 Successors and Assigns

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

### 30.3 Brokers

Landlord and Tenant each represent and warrant to each other that it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease other than as disclosed to the other in writing and shall indemnify and hold harmless each other against any loss, cost, liability or expense incurred by the other party as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made in variance with this representation. Landlord acknowledges (without having any obligation or liability to either perform or ensure the same) that Tenant shall receive a portion of the commission due to Landlord's broker, all of which shall be set forth in a separate agreement between Landlord's broker and Tenant.

### 30.4 Entire Agreement

This Lease (including all exhibits hereto and the Landlord's Work Letter, if any) 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, a party's notices to the other 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 unless they are also delivered to the address set forth in Section 1.1(b). Any notice given under this Lease shall be deemed effective upon the date of delivery (whether accepted or refused), which, for certified mail and courier service, shall be established by U.S. Post Office return receipt or the courier's proof of delivery, respectively.

### 30.7 Governing Law and Venue

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

### 30.8 Waivers

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

### 30.9 Time of Essence

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

### 30.10 Consent

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

### 30.11 Community Business Enterprises

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

### 30.12 Memorandum of Lease

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

### 30.13 Counterparts; Electronic Signatures

This Lease and any other document necessary for the consummation of the transaction contemplated by this Lease may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Lease and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Lease had been delivered had been signed using a handwritten signature. Landlord and Tenant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Lease is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be



bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will reply on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Lease based on the foregoing forms of signature. If this Lease has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

#### 30.14 Force Majeure

Whenever a period of time is herein prescribed for the taking of any action by Landlord or Tenant, as the case may be, Landlord or Tenant, as applicable, shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, riots, acts of God, pandemic or epidemic, shortages of labor or materials, war, or any other cause whatsoever completely beyond the control of Landlord or Tenant, as applicable. The foregoing provisions of this Paragraph are inapplicable to any payments of money due under this Lease.

#### 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 Security Agreement 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. **RIGHT OF FIRST OFFER TO LEASE ADDITIONAL PREMISES**

(a) "Offered Space" shall mean any space in the Building that is contiguous to the Premises.

(b) Provided that as of the date of giving the Offer Notice, (i) Tenant is the Tenant originally named herein, (ii) Tenant actually occupies all of the Premises then-demised under this Lease, and (iii) no Default or event which but for the passage of time in the giving of notice, or both, would constitute a Default has occurred and is continuing, if at any time during the Lease Term before the last twelve (12) months of the Term, any lease for any portion of the Offered Space shall expire, then Landlord, before offering such Offered Space to anyone, other than the tenant then occupying such space (or its

affiliates), shall offer to Tenant the right to include the Offered Space within the Premises on the same terms and conditions upon which Landlord intends to offer the Offered Space for lease. If the Offered Space is vacant on the date hereof, Landlord shall have no obligation to offer the Offered Space to Tenant until the Offered Space, or a portion thereof, has been leased and such lease thereafter expires.

(c) Landlord's offer shall be made by written notice ("Offer Notice") and shall designate the space being offered and the terms upon which Landlord intends to offer the Offered Space. Tenant may accept the offer set forth in the Offer Notice by delivering to Landlord an unconditional acceptance (hereinafter called "Tenant's Notice") of such offer within 15 business days after delivery by Landlord of the Offer Notice to Tenant. Time is of the essence with respect to the giving of Tenant's Notice. If Tenant does not accept (or fails to timely accept) the offer in the Offer Notice, Landlord shall be under no further obligation to Tenant with respect to the Offered Space.

(d) Tenant must accept all Offered Space offered by Landlord at any one time and may not exercise its right with respect to only part of such space. If Landlord desires to lease more space than the Offered Space to one tenant, Landlord may offer to Tenant all such space which Landlord desires to lease, and Tenant must exercise its rights hereunder with respect to all such space.

(e) If Tenant declines any Offered Space offered by Landlord, Tenant shall be deemed to have irrevocably waived all further rights under this Exhibit, and Landlord shall be free to lease the Offered Space to third parties including on terms which may be less favorable to Landlord than those offered to Tenant.

### 35. **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 symbol or process (which may employ the use of sound) 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.

36. **COVID-19 Vaccinations of County Contractor Personnel.**

- 36.1. 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").
- 36.2. 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").
- 36.3. 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.
- 36.4. 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.
- c. Engage in proper physical distancing, as determined by the applicable County department that the Lease is with.

36.5. 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."

*[SIGNATURE PAGE IMMEDIATELY FOLLOWS]*

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

LANDLORD:

PROLOGIS, L.P., a Delaware limited partnership

By: Prologis, Inc.,  
a Maryland corporation  
its general partner

DocuSigned by:  
By: Robert B. Antrobis  
Name: Robert B. Antrobis  
Its: Senior Vice President-Market Officer Los Angeles

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

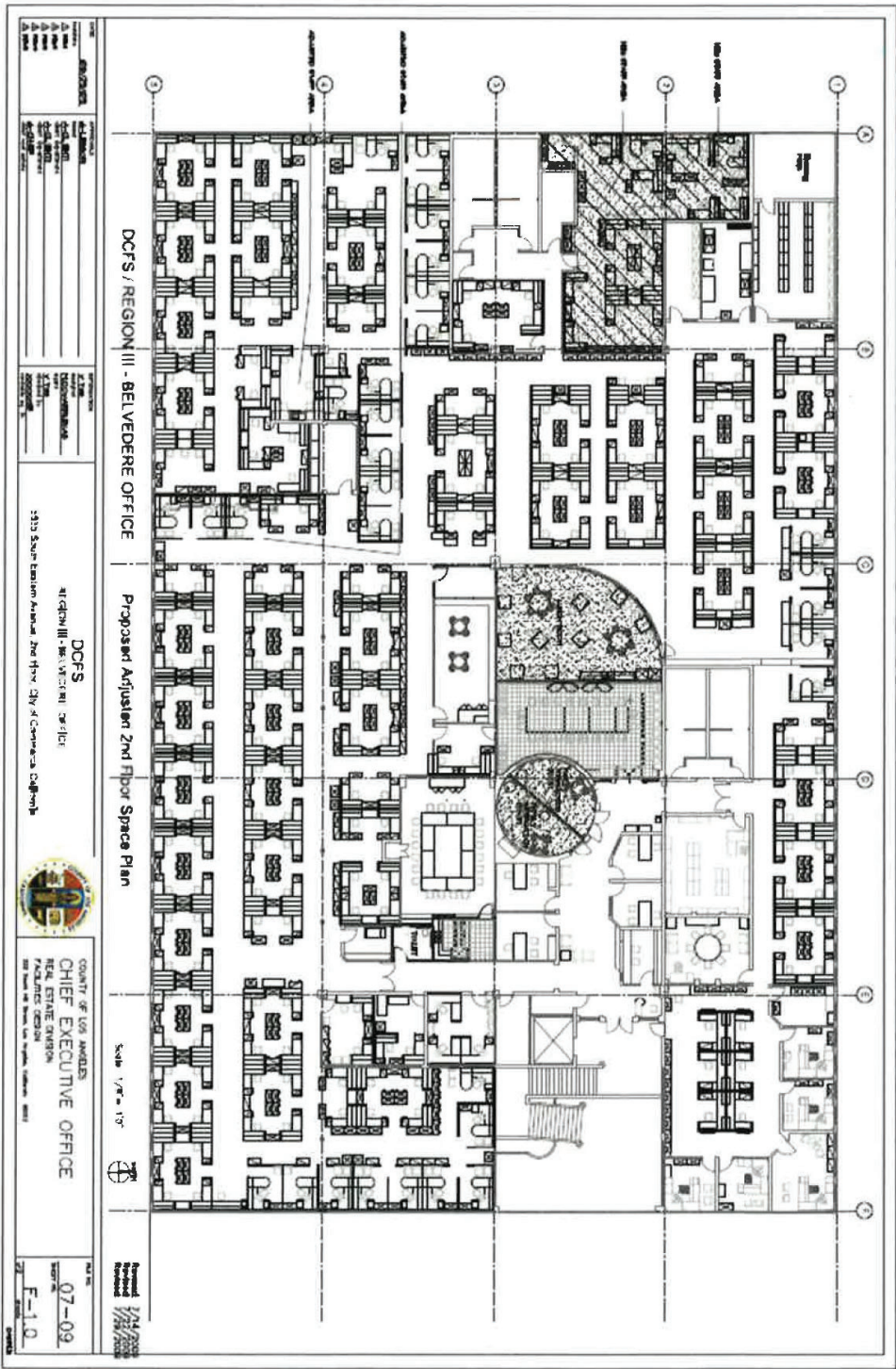
APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

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



EXHIBIT A  
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 PROLOGIS, L.P., a Delaware limited partnership ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the building located at 5835 South Eastern Avenue, Commerce, CA ("Premises"),

Landlord and Tenant hereby acknowledge as follow:

- 1) Tenant currently occupies the Premises
- 2) The Lease commenced on \_\_\_\_\_ ("Commencement Date");
- 3) The Premises contain 38,814 rentable square feet of space; and
- 4) For clarification and the purpose of calculating future rental rate adjustments, the Base Rent is subject to fixed three percent (3%) increases per annum as follows:

<b>Months</b>	<b>Rate psf</b>	<b>Annual psf</b>	<b>Monthly Rent</b>
1 - 12	\$2.40	\$28.80	\$93,153.60
13 - 24	\$2.47	\$29.66	\$95,948.21
25 - 36	\$2.54	\$30.55	\$98,826.65
37 - 48	\$2.62	\$31.47	\$101,791.45
49 - 60	\$2.70	\$32.42	\$104,845.20
61 - 72	\$2.78	\$33.38	\$107,990.55
73 - 84	\$2.86	\$34.38	\$111,230.27
85 - 96	\$2.95	\$35.42	\$114,566.15

- 5) The Base Rent for the 3rd, 4th, and 5th months of the initial extended term shall be abated.



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

Tenant:

COUNTY OF LOS ANGELES,  
a body corporate and politic

Landlord:

PROLOGIS, L.P., a Delaware limited  
partnership

By: Prologis, Inc.,  
a Maryland corporation  
its general partner

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

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

## **EXHIBIT C**

### **HEATING, VENTILATION AND AIR CONDITIONING**

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

## **EXHIBIT D**

### **CLEANING AND MAINTENANCE SCHEDULE**

#### **A. DAILY (Monday through Friday)**

1. Carpets vacuumed.
2. Composition floors dust-mopped.
3. Desks, desk accessories and office furniture dusted. Papers and folders left on desk not to be moved.
4. Waste baskets, other trash receptacles emptied.
5. Chairs and waste baskets returned to proper position.
6. Fingerprints removed from glass doors and partitions.
7. Drinking fountains cleaned, sanitized and polished.
8. Lavatories, toilets and toilet rooms cleaned and mopped. Toilet supplies replenished.
9. Bulb and tube replacements, as required.
10. Emergency exit signage and egress battery replacement (if applicable)
11. Graffiti expunged as needed within two working days after notice by Tenant
12. Floors washed as needed.
13. Standard kitchen/lunchroom/restroom supplies replenished, including, but, not limited to, paper supplies and soap.
14. Exclusive day porter service from 8:30 a.m. a.m. to 6:30 p.m.

#### **B. WEEKLY**

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

#### **C. MONTHLY**

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

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

D. QUARTERLY

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

E. SEMI-ANNUALLY

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

F. ANNUALLY

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

G. AS NEEDED

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

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

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

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

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

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

#### H. GENERAL

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

**EXHIBIT E**

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

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

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

)  
)  
)  
)  
)  
)  
)

**Space above for Recorder's Use**

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**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, except to the extent such act or omission continues after the date that Lender or Purchaser succeeds to the interest of such prior landlord; or

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

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

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

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

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

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

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

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

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



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

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

BORROWER: *[Insert name of Landlord]*

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

LENDER: *[Insert name of Lender],*

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

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

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

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

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

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

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

WITNESS my hand and official seal.

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

**EXHIBIT F****TENANT ESTOPPEL CERTIFICATE**

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

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

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

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

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

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

(b) The current Rent is set forth above.

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

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

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

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

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

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

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

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

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

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

COUNTY OF LOS ANGELES,  
a body corporate and politic

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

EXHIBIT G

COMMUNITY BUSINESS ENTERPRISE FORM

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

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

1. Firm Name:

2. Address:

3. Contact Person/Telephone Number:

4. Total number of employees in the firm:

5. Provide the number of all minority	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:

3. Provide the percentage of

Black/African

Hispanic/Latin

Asian American

Portuguuese American

American

All Others

III. MINORITY/WOMEN-OWNED FIRM CERTIFICATION

Is your firm currently certified as a minority owned business firm by the: State of California? ☐

Yes ☐ No ☐

City 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:

HOA.103251722.5

Exhibit G – Page 1  
COMMUNITY BUSINESS ENTERPRISES FORM

**EXHIBIT H**

**MEMORANDUM OF LEASE**

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

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

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

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**MEMORANDUM OF LEASE**

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

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

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

Dated: \_\_\_\_\_, 20\_\_.

LANDLORD:

\_\_\_\_\_

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

Its: \_\_\_\_\_

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

Its: \_\_\_\_\_

TENANT:

COUNTY OF LOS ANGELES,  
a body corporate and politic

FESIA A. DAVENPORT  
Chief Executive Officer

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

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  
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)