



**OPERATIONS CLUSTER
AGENDA REVIEW MEETING**

DATE: September 27, 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' AUGUST 8, 2023, ORDER SUSPENDING
THE APPLICATION OF BOARD POLICY 3.055 UNTIL MARCH 31, 2024**

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:
AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO EXECUTE
AMENDMENT NUMBER 6 TO AGREEMENT NUMBER AO-18-411 WITH
VENTIV TECHNOLOGY, INC., TO IMPLEMENT AND OPERATE A FIFTH
MODULE TO THE RISK MANAGEMENT INFORMATION SYSTEM;
REQUEST FOR ADDITIONAL POOL DOLLARS
CEO/RM - Destiny Castro, Manager, CEO
 - B) Board Letter:
CLASSIFICATION/COMPENSATION ACTIONS
JUSTICE, CARE, AND OPPORTUNITIES DEPARTMENT
CEO/CLASS - Jennifer Revuelta, Principal Analyst
 - C) Board Letter:
FIVE-YEAR LEASE AMENDMENT
SHERIFF'S DEPARTMENT
9900 NORWALK BOULEVARD, SANTA FE SPRINGS
CEO/RE - Alexandra Nguyen-Rivera, Section Chief, Leasing

D) Board Letter:

EIGHT-YEAR LEASE

DEPARTMENT OF PUBLIC SOCIAL SERVICES AND

AGRICULTURAL COMMISSIONER / WEIGHTS AND MEASURES

335-337 EAST AVENUE K-10, LANCASTER

CEO/RE - Alexandra Nguyen-Rivera, Section Chief, Leasing

E) Board Letter:

REQUEST APPROVAL AND AUTHORIZE THE COUNTY PURCHASING

AGENT TO EXECUTE A PURCHASE ORDER FOR THE ACQUISITION

OF THE CUSTODY NETWORK INFRASTRUCTURE UPGRADE FOR THE

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT FISCAL YEAR 2023-24

LASD/CIO - James Peterson, Captain,

Scott Goodwin, IT Manager III and

Mario Mejico, IT Specialist II

3. **PRESENTATION/DISCUSSION ITEMS:**

None available.

4. **Public Comment**

(2 Minutes Each Speaker)

5. **Adjournment**

FUTURE AGENDA TOPICS

CALENDAR LOOKAHEAD:

A) RR/CC - REQUEST APPROVAL AND AUTHORIZATION TO IMPLEMENT AN ONLINE CANDIDATE STATEMENT PROGRAM AND CHARGE A FEE FOR EVERY ONLINE CANDIDATE STATEMENT

B) ASSESSOR/CIO - AUTHORIZATION FOR THE ASSESSOR TO AMEND SOLE SOURCE AGREEMENT WITH ORACLE AMERICA, INC. (ORACLE) TO PROVIDE CONTINUOUS SUPPORT FOR PHASE IV OF THE ASSESSOR MODERNIZATION PROJECT (AMP)

C) LASD/CIO - APPROVE A CONTRACT WITH PAT V. MACK, INC. TO PROVIDE GOTHAM CONSULTING SERVICES

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	9/27/2023		
BOARD MEETING DATE	10/17/2023		
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Chief Executive Office		
SUBJECT	AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO EXECUTE AMENDMENT NUMBER 6 TO AGREEMENT NUMBER AO-18-411 WITH VENTIV TECHNOLOGY, INC., TO IMPLEMENT AND OPERATE A FIFTH MODULE TO THE RISK MANAGEMENT INFORMATION SYSTEM; REQUEST FOR ADDITIONAL POOL DOLLARS (ALL DISTRICTS) (3 VOTES)		
PROGRAM			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS	N/A		
COST & FUNDING	Total cost: See explanation below.		Funding source: 50% by Workers' Compensation Budget \$8,613,246.12 50% by CEO Insurance Budget \$8,613,246.12
	TERMS (if applicable): N/A		
	Explanation: Funding for Module 5 in the amount of \$726,492.23 and the \$16,500,000 in additional Pool Dollars will raise the total Maximum Contract Sum from \$59,651,176.36 to \$76,877,668.59. Funding for the proposed Amendment will be 50% offset by the Workers' Compensation Budget and 50% by the CEO Insurance Budget in future budget cycles and will have no impact on net County cost.		
PURPOSE OF REQUEST	Recommendation by the Chief Executive Officer to amend Contract Number AO-18-411 with Ventiv Technology, Inc., via Amendment 6, to implement and operate a fifth module that adds functionality for County Counsel's Workers' Compensation Claims Division, Fire Department, Workers' Compensation Contract Law Firms, and other users, resulting in system enhancements to the Risk Management Information System (RMIS).		
BACKGROUND (include internal/external issues that may exist including any related motions)	On November 21, 2017, following a competitive solicitation, the Board of Supervisors authorized the Chief Executive Officer to enter into Contract No. AO-18-411 with Ventiv Technology, Inc., to provide the Risk Management Information System and Related Services for the County. The new RMIS was fully implemented in 2021, and has been used to manage claims, risk compliance, disability management, and loss control and prevention on a Countywide level.		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Destiny Castro, Manager, CEO Ph. (213) 738-2194 Email: DCastro@ceo.lacounty.gov		



COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, CA 90012
(213) 974-1101 ceo.lacounty.gov

CHIEF EXECUTIVE OFFICER

Fesia A. Davenport

October 17, 2023

DRAFT

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:

**AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO EXECUTE AMENDMENT
NUMBER 6 TO AGREEMENT NUMBER AO-18-411 WITH VENTIV TECHNOLOGY,
INC., TO IMPLEMENT AND OPERATE A FIFTH MODULE TO THE RISK
MANAGEMENT INFORMATION SYSTEM; REQUEST FOR ADDITIONAL
POOL DOLLARS
(ALL DISTRICTS) (3 VOTES)**

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

SUBJECT

This recommendation by the Chief Executive Office (CEO) seeks the Board of Supervisors' (Board) approval to amend Contract No. AO-18-411 ("Agreement") with Ventiv Technology, Inc., ("Contractor") via Amendment 6 to implement and operate a fifth module that adds functionality for County Counsel's Workers' Compensation (WC) Claims Division, Fire Department, WC Contract Law Firms, CEO, and Third-Party Administrators, resulting in system enhancements to the Risk Management Information System (RMIS). This amendment will add \$726,492.23 in additional funding to allow for implementation and Software as a Service (SaaS) subscription services for Module 5. Also, an additional \$16,500,000 in Pool Dollars is requested to fund Optional Work and RMIS enhancements across all five modules, as needed, through the end of the Agreement term of June 30, 2034, if all extensions are exercised. As a result of unforeseen additional enhancements, like during the COVID-19 pandemic for Emergency Covid Vaccine-Accommodation and Tracking, current Pool Dollars were depleted sooner than expected.



IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Chief Executive Officer, or her designee, to execute Amendment 6 to the Agreement substantially similar to Enclosure I, with the Contractor to : 1) amend Exhibit A (Statement of Work) to add implementation and SaaS subscription work scope for Module 5 for WC functionality; and 2) amend Exhibit B (Pricing Schedule) to add additional implementation and SaaS subscription costs for Module 5 for a total amount of \$726,492.23.
2. Approve an additional \$16,500,000 to be used as Pool Dollars for future RMIS system enhancements and changes, as needed, for a total overall Pool Dollar amount of \$25,616,904.19. If this additional Pool Dollar amount of \$16,500,000 is approved, it will increase the total Maximum Agreement Sum to \$76,877,668.59.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of recommendation one will allow the CEO to provide needed WC functionality to County Counsel's WC Claims Division and the Fire Department, for a new Module 5 that will add the following functions to the RMIS:

1. The County Counsel's WC Claims Division will use RMIS for WC activities and is seeking to add other enhancements that will improve the workflow routine. This Module 5 work will also require data conversion of historical records and related documentation. County Counsel's WC Claims Division also seeks to streamline Contract Law Firm invoice requests, review, and approval by digitally connecting invoice and claim records.
2. The Fire Department is seeking a single source system for WC-related activities to streamline their daily activities. They would like to import historical records from the Fire Department Access Database and file server systems to RMIS for Module 5, retiring the Fire Departments' Access Database legacy system.

The new Module 5 will allow County Counsel's WC Claims Division and the Fire Department to improve its claims handling. County Counsel will have a single system for all WC claim and legal management activities, and its WC Contract Law Firms will now have ability to digitally connect invoice requests to claim records. Module 5 will also provide for conversion of the Fire Department's internal legacy database to RMIS and provide additional functionality to streamline their return-to-work business needs and reporting requirements.

Recommendation one will allow the Chief Executive Officer, or her designee, to add the necessary scope of work and funds required to have the Contractor implement and operate Module 5. Recommendation two will allow for an increase of \$16,500,000 in Pool Dollars, which equates to \$1.5 million a year over the remaining 11 years of this Agreement.

The original Pool Dollars for this Agreement in the amount of \$9,116,904.19 (which was reduced in Amendment 1 from \$9,226,061.09) has almost been depleted due to various enhancements to RMIS. These enhancements included various upgrades to the Liability and WC Claims sections, Disability Management section, as well as an Emergency Covid Vaccine-Accommodation and Tracking section that had to be created and implemented within a very short timeline during the COVID-19 pandemic. Future enhancements that are being contemplated for RMIS include Disability Management, Adaptive Processing Solutions (APS) Integration, Secondary Victims Initiative, and Occupational Health Program (OHP) enhancements.

The recommended actions will continue to allow the Chief Executive Officer, or her designee, to execute change notices and/or amendments for modifications to the Agreement, including for needed functionality, which provide maximum flexibility in managing the Agreement, and ensuring compliance with federal, State, or County regulations and requirements. Each action to extend or re-allocate Pool Dollars will be exercised by an amendment, subject to review and approval as to form by County Counsel.

Implementation of Strategic Plan Goals

The RMIS and services provided under the proposed Amendment 6 support the County's Strategic Plan Goal III – Realize Tomorrow's Government Today, by providing vital claims and litigation management services through a Contractor to improve the effectiveness of Countywide risk management activities.

FISCAL IMPACT/FINANCING

Funding for Module 5 in the amount of \$726,492.23 and the \$16,500,000 in additional Pool Dollars will increase the total Maximum Contract Sum from \$59,651,176.36 to \$76,877,668.59. Revised Exhibit B (Pricing Schedule) as enclosed, reflects these increases. The increase is 50 percent offset by the WC Budget and 50 percent offset by the Insurance Budget. The increase will not have a direct impact on net County cost. CEO will continue to allocate funding for these services in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On November 21, 2017, following a competitive solicitation, the Board authorized the Chief Executive Officer to enter into an Agreement with the Contractor to provide RMIS and related services for the County. The Board delegated authority to the Chief Executive Officer, or her designee, to execute amendments as needed, to exercise term extensions, change notices to the Agreement's provisions that authorize budget modifications, schedule of payment modifications, adjustments to the scope of work, tasks, and deliverables, and/or other activities; and approve the use of the re-allocation of Pool Dollars for Optional Work to ensure additions, system or process requirements, new functionalities, additional interfaces, and customizations, as needed. The new RMIS was successfully, fully implemented in 2021 and has been used to manage claims, risk compliance, disability management, and loss control and prevention on a Countywide level. The Executive Office of the Board uses the system to enter all liability claims filed with the County. Claims are entered, and all documentation presented is linked to the claim for further processing.

The CEO has successfully negotiated Amendment 6 with the Contractor and County Counsel has approved the Agreement amendment as to form (Enclosure I). Finally, in compliance with Board Policy 6.200 "Chief Information Office Board Letter Approval," the Chief Information Officer (CIO) has reviewed the information technology components of this request and recommends approval of the actions above. The CIO Analysis is also included (Enclosure II).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Implementation of this Amendment 6 will not have any adverse or unanticipated impact on services (or projects) being provided currently. The amendment will provide the County the versatility to efficiently administer, manage, and track WC claims, and offer transparent billing to County departments and others that utilize County Counsel's WC Claims Division services.

Respectfully submitted,

In consultation with:

FESIA A. DAVENPORT
Chief Executive Officer

PETER LOO
Acting Chief Information Officer

FAD:JMN
STR:PL:DC:SA:sg

Enclosures

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

**RISK MANAGEMENT INFORMATION SYSTEM AND RELATED SERVICES
CONTRACT NO. AO-18-411**

AMENDMENT SIX

This Amendment Six ("Amendment Six") to the Agreement for Risk Management Information System and Related Services, Contract No.: AO-18-411 ("Agreement"), is entered into by and between the County of Los Angeles, a political subdivision of the State of California ("County") and Ventiv Technology, Inc. ("Contractor"), hereinafter references as the Parties ("Parties"), with reference to the following facts:

Recitals

WHEREAS, on November 21, 2017, the Board of Supervisors (Board) authorized the Chief Executive Officer (CEO) to enter into Contract No. AO-18-411 with Contractor to provide Risk Management Information System and Related Services for the County, and delegated authority to the CEO, or her designee, to execute Amendments as needed, subject to review and approval as to form by County Counsel; and

WHEREAS, the Parties mutually agreed to enter into the Agreement with an Effective Date of December 29, 2017 with services starting January 1, 2018; and

WHEREAS, Section 8.1.2 of the Contract authorizes the CEO or designee to add and/or change provisions required by the County's Board; and

WHEREAS, on May 13, 2019, pursuant to Amendment One, the County and Contractor amended the work scope to: 1) amend Exhibit A (Statement of Work) to add Optional Work for an application programming interface (API), implement Tymetrix T360 functionality; 2) incorporate functionality from the Department of Human Resources (DHR) Absence Management System (AMS) into Module 3 (Disability Management System); 3) reduce the number of concurrent Users; 4) update exhibits; and 5) amended Exhibit B (Pricing Schedule) to reflect a net increase of \$997,727.87 for Optional Work; and

WHEREAS, on April 1, 2020, pursuant to Amendment Two, the County and Contractor amended the work scope to: 1) amend Exhibit A (Statement of Work) to provide for system enhancements; 2) include additional services at a total cost of \$630,465 for Optional Work; and 3) amended Exhibit B (Pricing Schedule) to add \$355,510.93 for additional Support Services Fees; for a total of \$1,050,979.84, which included the following work; and

WHEREAS, on November 6, 2020, pursuant to Amendment Three, the County and Contractor amended the work scope to: 1) amend Exhibit A (Statement of Work) to provide for additional claimant name enhancements; 2) add related services at a total cost of \$204,360.00 for Optional Work; and 3) increase related additional Support Services Fees over the life of the Agreement by \$310,806.94, for a total of \$515,166.94 in a re-allocation of Pool Dollars with no change to the Total Maximum Agreement Sum of \$59,651,176.36; and

WHEREAS, on June 27, 2021, pursuant to Amendment Four, the County and Contractor amended the work scope to: 1) amend Exhibit A (Statement of Work) to provide for additional System enhancements; 2) add related services at a total cost of \$543,075.00 for Optional Work; and 3) increase related additional Support Services Fees over the life of the Agreement by \$503,098.88 for a total of \$1,046,173.88 in a re-allocation of Pool Dollars with no change to the Total Maximum Agreement Sum of \$59,651,176.36; and

WHEREAS, on April 3, 2023, pursuant to Amendment Five, the County and Contractor amended the work scope to: 1) amend Exhibit A (Statement of Work) to provide for additional System enhancements; 2) add related services at a total cost of \$256,230.00 for Optional Work; and 3) amend Exhibit B (Pricing Schedule) to add \$350,302.49 for additional Support Services Fees; for a total of \$606,532.49 in a re-allocation of Pool Dollars with no change to the Total Maximum Agreement Sum of \$59,651,176.36, and

WHEREAS, the County and Contractor mutually agree to execute Amendment Six to provide for Module Five as Optional Work, so as to: 1) amend Exhibit A (Statement of Work) to add a fifth Module to provide newly designed, customized and some configured functionality capable of administering, managing, timekeeping, billing and tracking to support Workers' Compensation claims processed by County Counsel and the County's Fire Department for an increase to Exhibit B (Pricing Schedule) of \$726,492.23 to allow for implementation work and SaaS Support Services Fees for Module Five; and 2) to provide a substantive increase to Pool Dollars for Optional Work and System enhancements in the amount of an additional \$16,500,000, for a new Pool Dollar amount of \$25,616,904.20; and 3) amend Exhibit B (Pricing Schedule) in the additional amount of \$17,226,492.23, for a new Total Maximum Agreement Sum of \$76,877,668.59 which includes the following work:

- (1) Design, customize, configure, and develop Module Five to provide immediate support to the County Counsel Workers' Compensation (WC) Division, Fire Department, and WC Contract Law Firms.
- (2) Provide for a single source system for all WC claim and legal management activities, while providing CEO and Departments access to comprehensive claim files.
- (3) Allow Workers Compensation Contract Law Firms ability to digitally connect invoice requests to claim records; and

WHEREAS, Exhibit A (Statement of Work) and Exhibit B (Pricing Schedule) have been updated to reflect additions to the scope of work and to the Deliverables for Module Five as identified herein.

NOW THEREFORE, in consideration of the mutual benefits derived therefrom, it is agreed between the parties that Agreement No. AO-18-411 is amended as follows:

Terms

1. **Incorporation of Recitals.** The Recitals to this Agreement are incorporated into and shall constitute a part of this Amendment to the Agreement. The Recitals are incorporated herein by reference to the same extent and with the same force and effect as if fully set forth herein.
2. **Effective Date of Amendment.** This Amendment Six shall commence and be effective upon the date signed by the County ("Effective Date") herein.
3. **Definitions.** Unless otherwise defined herein, defined terms used in this Amendment shall be construed to have the meanings set forth in the Agreement.
4. **Paragraph 1.0 (APPLICABLE DOCUMENTS)** of the Agreement is deleted in its entirety and is replaced with the following to add new Exhibit A.20 (Module Five) and delete Exhibit S (COVID-19 Vaccination Certification of Compliance) as follows:

"1.0 APPLICABLE DOCUMENTS

This Agreement and the Exhibits, Attachments, and Schedules hereto, together with all Changes Notices, Change Orders, Work Orders, and Amendments executed in accordance with the terms hereof, constitute the complete and exclusive statement of understanding between the Parties, and supersedes all previous agreements, written and oral, and all communications between the Parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Paragraph 12.0 (Change to Agreement) and signed by both Parties.

In the event of conflict or inconsistency between the body of this Agreement and any Exhibit, Attachment, or Schedule hereto, such conflict or inconsistency shall be resolved by giving precedence first to this Agreement and then to the Exhibits, Attachments, and Schedules as follows:

1.1	EXHIBIT A	Statement of Work
1.1.1	Attachment A.1	– System Requirements
1.1.2	Attachment A.2	– System Interfaces
1.1.2.1	Attachment A.2.1	– Design Documents for eCaps and eHR Interfaces
1.1.3	Attachment A.3	– Acceptance Certificate
1.1.4	Attachment A.4	– Third Party Products
1.1.5	Attachment A.5	– Minimum System Requirements
1.1.6	Attachment A.6	– Performance Requirements Summary
1.1.7	Attachment A.7	– Contract Discrepancy Report
1.1.8	Attachment A.8	– Program Background and Requirements
1.1.9	Attachment A.9	– Deliverable Expectation Document
1.1.10	Attachment A.10	– Statement of Work, County Counsel CRM API & New Interfaces
1.1.11	Attachment A.11	– Statement of Work, Absence/Leave Management
1.1.12	Attachment A.12	– Statement of Work, Vendor Management Enhancements to Modules 1 and 2
1.1.13	Attachment A.13	– Statement of Work, Absence/Leave Enhancements to Module 3
1.1.14	Attachment A.14	– Statement of Work, PRA Enhancements to all

		Modules and Miscellaneous Enhancements to Module 3
1.1.15		Attachment A.15 – Statement of Work, Miscellaneous PSO Services to Modules 2 and 3
1.1.16		Attachment A.16 – Claimant Name Enhancements
1.1.17		Attachment A.17 – System Changes / Enhancements, Workers' Compensation
1.1.18		Attachment A.18 – System Changes / Enhancements, Liability Claims
1.1.19		Attachment A.19 – System Changes / Enhancements, Absence Management / Disability Compliance
1.1.20		Attachment A.20 – Module Five
1.2	EXHIBIT B	Pricing Schedule
1.3	EXHIBIT C	Contractor's Proposed Schedule [Incorporated by reference]
1.4	EXHIBIT J	Service Level and Warranty Agreement
1.5	EXHIBIT K	Maintenance and Support Agreement
1.6	EXHIBIT L	Information Security and Privacy Requirements
1.7	EXHIBIT M	Business Associate under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")
1.8	EXHIBIT Q	Background Investigation
1.8.1		EXHIBIT Q-1 Background Investigation Criteria

1.8.2	EXHIBIT Q-2 Background Investigation Certification
1.9	EXHIBIT G Forms Required at the Time of Agreement Execution
1.9.1	EXHIBIT G-1 Contractor Acknowledgement and Confidentiality Agreement
1.9.2	EXHIBIT G-2 Contractor Employee Acknowledgement and Confidentiality Agreement
1.9.3	EXHIBIT G-3 Contractor Non- Employee Acknowledgement and Confidentiality Agreement
1.10	EXHIBIT D Contractor's EEO Certification
1.11	EXHIBIT E County's Administration
1.12	EXHIBIT F Contractor's Administration
1.13	EXHIBIT H Jury Service Ordinance
1.14	EXHIBIT I Safely Surrendered Baby Law
1.15	EXHIBIT N County of Los Angeles Request for Proposals for Risk Management Information System (Seeking Fully Managed Solution) CAIC RFP 2016-01 [Incorporated by reference]
1.16	EXHIBIT O Response to Request for Proposals for Risk Management Information System (Seeking Fully Managed Solution) CAIC RFP 2016-01 dated September 6, 2016, submitted by Ventiv Technology, Inc. [Incorporated by reference]
1.17	EXHIBIT P Contractor's Direct Competitors
1.18	EXHIBIT R Compliance with Fair Chance Employment Hiring Practices Certification
1.19	EXHIBIT S RESERVED

For the avoidance of doubt, Exhibit N (County of Los Angeles Request for Proposals for Risk Management Information System (Seeking Fully

Managed Solution) CAIC RFP 2016-01) is not intended to expand the scope of work under this Agreement beyond that which is otherwise provided for in this Agreement, including the other Exhibits to this Agreement.”

5. **Paragraph 26.8 (COVID-19 Vaccination Certification of Compliance)** of the Agreement is deleted in its entirety and is replaced as follows:

"26.8 RESERVED."

6. **Exhibit A.20 (Module Five)** shall be added as a new exhibit to Exhibit A (Statement of Work) of the Agreement, which is attached hereto and incorporated herein, to add the Optional Work as set forth in this exhibit.
7. **Exhibit B (Pricing Schedule)** is deleted in its entirety and replaced with the attached new Exhibit B (Pricing Schedule) dated October 17, 2023, which is attached hereto and incorporated herein, to reflect the costs associated with the development and implementation of Module Five, and associated SaaS Subscription services that include support services, license and maintenance fees, and a substantive increase in Pool Dollars, as provided for in this Amendment Six.
8. **Exhibit L (Information Security & Privacy Exhibit)** is deleted in its entirety and replaced with the attached new Exhibit L (Information Security & Privacy Exhibit), which is attached hereto and incorporated herein.
9. **Exhibit S (COVID-19 Vaccination Certification of Compliance)** is deleted in its entirety from the Agreement as referenced therein.
10. **No Other Changes.** Except for the change(s) set forth hereinabove, the Agreement shall not be changed in any respect by this Amendment Six. All changes set forth in this Amendment Six shall be effective upon execution and have no retroactive effect.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment Six to be executed on its behalf by its duly authorized officials:

COUNTY OF LOS ANGELES:

CONTRACTOR: VENTIV TECHNOLOGY, INC.

By _____
FESIA A. DAVENPORT
Chief Executive Officer

By _____
MELLONEY DOUCE
General Counsel

APPROVED AS TO FORM:
BY THE OFFICE OF THE COUNTY COUNSEL

DAWYN R. HARRISON
County Counsel

By _____
TRUC LUU MOORE
Principal Deputy County Counsel

EXHIBIT A (STATEMENT OF WORK)

ATTACHMENT A.20 – MODULE FIVE

AMENDMENT SIX - CHANGE CONTROL CONTENT

This Amendment includes the following items for Module Five as Optional Work under the Agreement:

					TOTAL COST		HOURS		
					One Time	Annual	Total	PSO	DEV/QA
MODULE 5 - COUNTY COUNSEL WC CLAIMS DIVISION LEGAL MATTER MANAGEMENT				Carolyn McQueen					
ITEM 1	CC#47	(CLA-1506) - Create Custom Intake Screen – CLF Payment Request and Payment Processing	LAC-5365		\$39,000.00	\$5,265.000	200	80	120
ITEM 2	CC#48	(CLA-1632) - Data Conversion from CRM and iManage	LAC-5407		\$119,535.00	\$0.000	613	613	0
ITEM 3	CC#49	(CLA-1633) - Legal Matter Document Image Assignment	LAC-5439		\$21,450.00	\$3,510.000	110	30	80
ITEM 4	CC#50	(CLA-1634) - User Document - Legal Matter Documentation	LAC-5464		\$6,240.00	\$0.000	32	32	0
ITEM 5	CC#51	(CLA-1635) - Workflow to support Legal Matter	LAC-5449		\$19,305.00	\$2,808.000	99	35	64
ITEM 6	CC#52	(CLA-1636) - Legal Matter Calendar Tab (calendar across all legal matters)	LAC-5451		\$4,875.00	\$0.000	25	25	0
ITEM 7	CC#53	(CLA-1637) - Legal Matter Diary - Display on Calendar Checkbox	LAC-5455		\$11,700.00	\$1,755.000	60	20	40
ITEM 8	CC#54	(CLA-1638) - Sticky Note - Display on Claim	LAC-5452		\$16,575.00	\$2,632.500	85	25	60
ITEM 9	CC#55	(CLA-1639) - Legal Matter Content - Checkbox - Display Linked Claim(s) Content	LAC-5453		\$20,475.00	\$3,510.000	105	25	80
ITEM 10	CC#56	(CLA-1640) - Content Tab - Add Package to Type Dropdown	LAC-5458		\$16,575.00	\$2,632.500	85	25	60
ITEM 11	CC#57	(CLA-1641) - Package - Preview Pane	LAC-5456		\$8,580.00	\$1,053.000	44	20	24
ITEM 12	CC#58	(CLA-1642) - Forwarding email to CE - Enhance to allow for multiple claims or legal matters on single subject line	LAC-5454		\$16,575.00	\$2,632.500	85	25	60
ITEM 13	CC#59	(CLA-1643) - User Mail - Legal Matter Owner	LAC-5460		\$6,240.00	\$0.000	32	32	0
MODULE 5 - FIRE DEPARTMENT RETURN TO WORK ADMINISTRATION				Alex Rossi / Chief Robert Gunther					
ITEM 14	CC#61	(CLA-1677) - Data Conversion - Fire Department Access DB	LAC-5491		\$49,725.00	\$0.000	255	255	0
ITEM 15	CC#62	(CLA- 1678) Fire Department WC Claim RW Access and Department RTW Tracking	LAC-5493		\$115,635.00	\$0.000	593	593	0
					\$472,485.00	\$25,798.50	2423	1835	588

Cost Calculations

- One-time Implementation cost for Optional Work for Module Five is calculated using \$195/hour
- Support Services Fees are calculated based on 22.5% of Dev/QA Hours

Statement of Work Details

- Statement of Work details for Module Five is contained herein in Exhibit A.20 (Module 5).

Tasks and Deliverables

- Payment Milestones for One-time Implementation Cost for Module Five
 - Contractor shall deliver each of the fifteen (15) items detailed herein as a separate Deliverable for Module Five. Contractor will be able to invoice for each item upon Sign off on successful UAT testing at 100% completion and County's execution of an Acceptance Certificate for each Deliverable.

Acceptance Criteria

- Each Deliverable's functionality works within the System per the signed off specifications

County Counsel WC Claims Division Legal Matter Management

ITEM 1 – Create Custom Intake Screen – CLF Payment Request and Payment Processing

Change Control #	#47
Change Control Name	(CLA-1506)
Client	County of Los Angeles
Project	RMIS Implementation
Project Director/Manager	Dena Ferrera
Client Requester	Carolyn McQueen
Date Requested	08/02/2022
Contract Referenced	CONTRACT AO-1 8-411 This Change Request is issued pursuant to the terms of the Contract and is incorporated into and made part of the Contract by reference.
Contract/Addendum Impacted	Yes
Change to Licensing **	No
Description of Change	Provide Contract Law Firms the ability to submit invoice requests for payment via a custom intake form, allowing the CLF to provide all pertinent details on the invoice record and associated documentation and activity. The request will generate an invoice record in Claims Enterprise and once approved a payment will be created on the claim record.
Business Justification	WC Division of County Counsel is looking for a solution to streamline the Contract Law Firm invoicing. Currently the invoicing is manual and time consuming to receive, review, forward to TPA for manual entry.
Impact of not Proceeding with Change	The WC Division and TPA will have to continue to manually process invoice requests.
Schedule Impact	N/A
Change Driver	
Change Product	Ventiv Claims

One-time Cost \$39,000; Annual Recurring Cost \$5,265

Type	Effort (Hours)	Hourly Rate	Total Price
Professional Services Organization (PSO)	80	\$195	\$15,600.00
Custom Development/QA	120	\$195	\$23,400.00
Totals	200		\$39,000.00

DELIVERABLE 1 FOR MODULE 5: 100% completion of Item 1 and successful UAT Testing.

Change Control Details

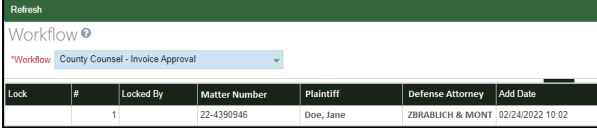
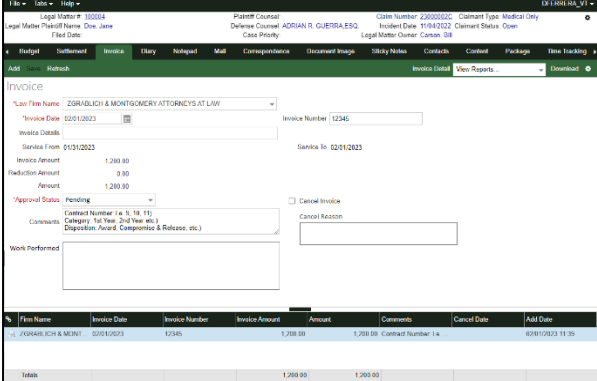
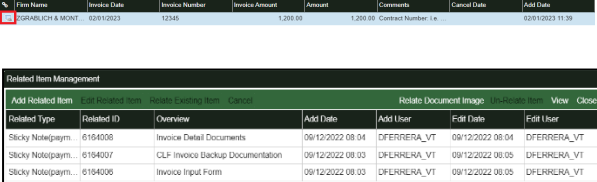
The enhancement to the WC Claims Division CLF Invoicing in Claims Enterprise will be handled via the creation of an invoice transaction for a custom intake screen. Upon invoice approval a claim payment will be created for further processing. The changes to Ventiv Claims Enterprise include:

The WC Claims Division CLF Invoicing in Claims Enterprise will be handled via the creation of an invoice transaction. Upon invoice approval a claim payment will be created for further processing. The process of creating and managing this invoice record includes the following high-level steps:

- Custom Intake Screen
- Claim / Matter / Vendor Verification
- Attachments – Invoice supporting documentation (file upload)
- Legal Matter Invoice Transaction
- Workflow Queue
- Approval Process
- Payment Creation
- Cancel Process
- Custom Business Rule – Cancellation Notification

The following are the important details during intake and payment activity

	Custom Intake Screen <ul style="list-style-type: none"> • Vendor Connects to URL • Vendor Connects to URL • Intake Screen to allow CLF the ability to submit invoice for payment authorization based on a combination of the CE claim, matter number, and vendor information. • Custom screen will be configurable by County using standard page configuration and security
	Invoice Details (LM Invoice / Invoice Detail) <ul style="list-style-type: none"> • Contract number: Dropdown list that allows the user to select the proper contract number. (i.e., Contract 9, Contract 10, etc.) • Category: Dropdown list will be used to select the contract year identifier. (i.e., Payment 1st Year, Payment 2nd Year - 1st half, Payment 2nd Year - 2nd half etc.) • Disposition: Dropdown list to select disposition identifier ((i.e., Award, Compromise & Release, Findings and Order, Lien Order) • Work Performed Details including dates etc. - Freeform • Additional payment details items entered.
	Attachments <ul style="list-style-type: none"> • Vendor will have the ability to upload backup documentation related to the payment request. (one to many) • Category: To be defined by County (i.e., Last Legal Status Report, Invoice, etc.) • All documentation uploaded will be Linked via Related Items to the Invoice record and once invoice approved for payment, the documentation will be Linked via Related Items to the payment record (including a saved copy of the input form)
	Duplicate Invoice Checking (invoice and payment) <ul style="list-style-type: none"> • Custom Duplicate checking is performed on submit. (i.e., Vendor, Invoice#, same claim SSN). • 1st pass will be to check against all invoice records on the matter # not cancelled.

	<ul style="list-style-type: none"> 2nd pass will be to check against all payments on the master claim associated with the matter # that are not cancelled. If a duplicate record is identified, the payment submission will not be allowed. This follows suit with County eCAPS requirements of not allowing the same invoice number on the same claim/vendor combination and a Duplicate Message will appear indicating payment cannot be processed. If there is no duplicate found, the transaction will be inserted into the matter invoice tab County Counsel Review and invoice approval.
	<p>Workflow Queue – Legal Matter</p> <ul style="list-style-type: none"> Workflow queue will be used to display all invoice requests pending for County Counsel approval. Once record select the legal matter invoice record will open for further action. Once the condition no longer applies (i.e., not pending) the record will drop from the workflow.
	<p>Invoice</p> <ul style="list-style-type: none"> Review Approval Process (Pending, Approved No Pay, Approved Pay) Once Approval Status set to Approved Pay and saved – Message will appear indicated a payment is going to be added to the claim record (lead claimant) – On submit all standard workflow for payment check performed.
	<p>Attachments</p> <ul style="list-style-type: none"> The invoice will include the related items associated with the invoice transaction that were added during the submission process. These documents will be stored in the Sticky Note feature and automatically associated for review by the County Counsel WC Division team. (including saved copy of input form) Based on the information submitted and associated documentation several determinations would need to be made (i.e., Approve Invoice or Cancel transaction due to insufficient information.

Item Name	Invoice Date	Invoice Number	Invoice Amount	Amount	Comments	Cancel Date	Add Date
ZORABUCH & MONTGOMERY ATTORNEYS AT LAW	02/01/2023	12345	1,200.00	1,200.00	Contract Number 14		02/01/2023 11:39
Totals				1,200.00	1,200.00		

Approval Process

- If County Counsel WC Division has verified all information is correct, the invoice approval status will be changed to either Approved Pay or Approved No Pay.
- Once saved if status is Approve Pay, a payment transaction will be created from the invoice details and all financial approvals will follow existing WC claim approval processes and the payment will be extracted to eCAPS for issuance.
- Once a payment is created the invoice record is locked.

Payment Created on Lead Claim

Item Name	Invoice Date	Invoice Number	Invoice Amount	Amount	Comments	Cancel Date	Add Date
ZORABUCH & MONTGOMERY ATTORNEYS AT LAW	02/01/2023	12345	1,200.00	1,200.00	Contract Number 14		02/01/2023 11:39
Totals				1,200.00	1,200.00		

Cancel Process

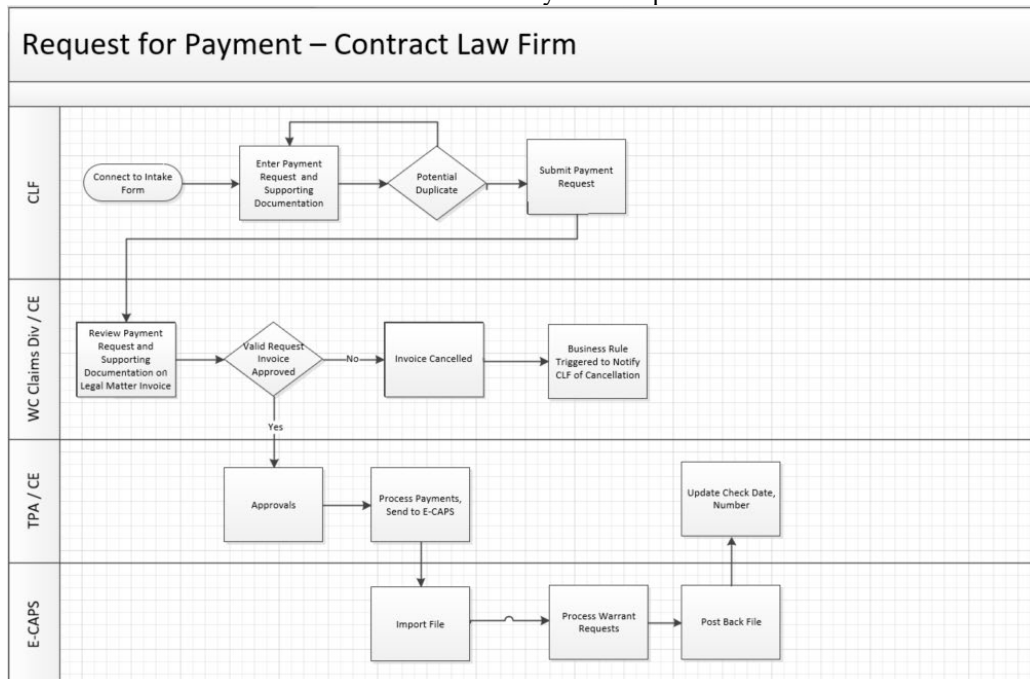
- If County Counsel WC Division has determined the payment transaction is not valid and/or missing pertinent documentation the invoice will be cancelled.
- Clicking on the cancel button will require a "cancel reason" before save.
- During the cancel process the first step would be to document the reason for the cancellation.
- Once the cancellation has been completed, email notification will be submitted to the vendor advising of the cancellation and will insert the reason for the cancellation along with all other pertinent information regarding the payment (i.e., Invoice Number, Date, Amount Service Dates, Claim Number)

Refresh	
Description When Legal Matter Invoice Cancelled	
Condition(s) System Type: LegalMatter Legal Matter Type: All Legal Case Priority: All <input checked="" type="checkbox"/> Generate in Claim <input type="checkbox"/> Generate in Matter	
Action(s) <input type="checkbox"/> Diary <input type="checkbox"/> Notepad <input checked="" type="checkbox"/> Email	
To: [Dropdown] Recipient Undefined: [Dropdown] Subject: [Text] Message: [Text] Include Guest Link for: [Dropdown] with expiration date: [Text] expiration days: [Text] <input type="checkbox"/> Allow claim mail reply <input type="checkbox"/> Email edited copy of correspondence master <input type="checkbox"/> Correspondence	
Additional Actions <input checked="" type="checkbox"/> Options <input type="checkbox"/> Enabled <input type="checkbox"/> Disable if duplicate rule <input type="checkbox"/> Fire only once Rule Comment: [Text] Relative Order: [Text] Applies To: LegalMatter	

Custom Business Rule – Invoice Cancellation

- Business Rule Configuration (will require custom variables, i.e., Cancel Reason, invoice number etc.
- All standard actions
- Send email notification of cancelled invoice based on invoice cancel trigger.
- New Recipient Type to be added to support payment submitter email address.

Below is a workflow of the Contract Law Firm Payment Request Process



ITEM 2 – Data Conversion from CRM and iManage

Change Control #	#48
Change Control Name	(CLA-1632)
Client	County of Los Angeles
Project	RMIS Implementation
Project Director/Manager	Dena Ferrera
Client Requester	Carolyn McQueen
Date Requested	11/03/2022
Contract Referenced	CONTRACT AO-1 8-411 This Change Request is issued pursuant to the terms of the Contract and is incorporated into and made part of the Contract by reference.
Contract/Addendum Impacted	Yes
Change to Licensing **	No
Description of Change	County Counsel WC Claims Division will be moving over to CE. This will require a data conversion from County Counsel CRM to CE for objects related to activity being performed on historical records along with conversion of related documentation in external system referred to as iManage.
Business Justification	Single source system for WC related activities and provide the County Counsel WC Division a system to streamline their daily activities.
Impact of not Proceeding with Change	County Counsel WC Claims division would have to either manage historical activity in CRM and use Claims Enterprise on a go forward basis or manually create Legal Records and manually upload documentation for all active claims regardless of being managed by in-house or via Contract Law Firm.
Schedule Impact	N/A
Change Driver	
Change Product	Ventiv Claims

One-time Cost \$119,535; Annual Recurring Cost \$0

Type	Effort (Hours)	Hourly Rate	Total Price
Professional Services Organization (PSO)	613	\$195	\$119,535.00
Custom Development/QA	0	\$195	\$.00

Totals	613		\$119,535.00
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DELIVERABLE 2 FOR MODULE 5: 100% completion of Item 2 and successful UAT Testing.

Change Control Details

The enhancement will support the conversion efforts and program development to import historical records from County Counsel CRM and iManage systems. The changes to Ventiv Claims Enterprise include:

Data Analysis and Mapping
Data Conversion and Reconciliation
Load Reference tables (up to 10 tables)
Match Merge Analysis with existing CE claims
Attachments conversion & providing exceptions

ITEM 3 – Legal Matter Document Image Assignment

Change Control #	#49
Change Control Name	(CLA-1633)
Client	County of Los Angeles
Project	RMIS Implementation
Project Director/Manager	Dena Ferrera
Client Requester	Carolyn McQueen
Date Requested	11/21/2022
Contract Referenced	CONTRACT AO-18-411 This Change Request is issued pursuant to the terms of the Contract and is incorporated into and made part of the Contract by reference.
Contract/Addendum Impacted	Yes
Change to Licensing **	No
Description of Change	The mass document image import feature within CE unit needs the ability to assign document images to Legal Matters, once assigned the documents become part of the permanent electronic legal file.
Business Justification	Allows the business unit to scan document images in mass and upload into CE for record assignment vs having to manually search for a record and then upload one document at a time.
Impact of not Proceeding with Change	Manually index a record and upload the document one record at a time.
Schedule Impact	N/A
Change Driver	
Change Product	Ventiv Claims

One-time Cost \$21,450; Annual Recurring Cost \$3,510

Type	Effort (Hours)	Hourly Rate	Total Price
Professional Services Organization (PSO)	30	\$195	\$5,850.00
Custom Development/QA	80	\$195	\$15,600.00
Totals	110		\$21,450.00

DELIVERABLE 3 FOR MODULE 5: 100% completion of Item 3 and successful UAT Testing.

Change Control Details

The enhancement to the document image assignment feature within Claims Enterprise provide the ability to assign document images to Legal Matters. The changes to Ventiv Claims Enterprise include:

1. From the document image assignment feature add Legal Matter to the type dropdown. Once selected the Legal Matter Search screen will appear for matter indexing.
2. All other document image assignment features are available (index metadata, image queues, split, etc.)

Legal Matter Search

Legal Matter Number: Legal Matter Type: Legal Matter Status:

Legal Matter Owner: Legal Matter Oversight: Filed From:

Law Firm: Attorney: Filed Through:

Paralegal: Plaintiff Name: Served From:

Claim Number: Docket Number: Served Through:

Case Priority: Case Name:

Legal Matter Number	Case Name	Legal Matter Type	Legal Matter Status	Legal Matter Owner	Case Priority	Filed Date	Served Date	Claim Number	Claim Status	Alternate
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AMENDMENT TO CLAIM
Gov. Code Section 910.6 (a)

Assign » Index

Reset

Document Group: Document Type: Confidentiality:

Document Status: Priority: Queue:

☐ Reviewed ☒ Active

Reviewed Date: Received Date:

Scan Date: Document Date:

Reference Start Date: ☐ Assigned Date:

☐ Incident Level

Reference End Date:

Description:

Instructions:

ITEM 4 – User Document - Legal Matter Documentation Review

Change Control #	#50
Change Control Name	(CLA-1634)
Client	County of Los Angeles
Project	RMIS Implementation
Project Director/Manager	Dena Ferrera
Client Requester	Carolyn McQueen
Date Requested	11/21/2022
Contract Referenced	CONTRACT AO-18-411 This Change Request is issued pursuant to the terms of the Contract and is incorporated into and made part of the Contract by reference.
Contract/Addendum Impacted	Yes
Change to Licensing **	No
Description of Change	The User Document will be enhanced to display all incoming documents indexed from document image assignment to the Legal Matter. It will support one to many reviewers using a custom business rule for assignment based on reviewer role (i.e. legal matter owner, paralegal or legal matter oversight).
Business Justification	The feature allows users to see all unreviewed document image records assigned to the user in a single view.
Impact of not Proceeding with Change	If the system is not modified, the current workflow will continue to be used and manual efforts would need to occur to review incoming records assigned to legal matters.
Schedule Impact	N/A
Change Driver	
Change Product	Ventiv Claims

One-time Cost \$6,240; Annual Recurring Cost \$0

Type	Effort (Hours)	Hourly Rate	Total Price
Professional Services Organization (PSO)	32	\$195	\$6,240.00
Custom Development/QA	0	\$195	\$0.00
Totals	32		\$6,240.00

DELIVERABLE 4 FOR MODULE 5: 100% completion of Item 4 and successful UAT Testing.

Change Control Details

The enhancement to the User Document will be to display all incoming documents indexed to a legal matter. The changes to Ventiv Claims Enterprise include:

1. Add Matter Management as a filter option on User Document
2. When user selects a document to be reviewed it will display the associated legal matter number information.
3. Update the existing Document Image Assignment Rule reference table to support legal matter document image types and legal matter review roles.
4. Update custom business rule that creates the review records when document images are added based on document image assignment rule reference table records.

User Document Filter

User Document View

Document Image Review Assignment Rules Reference Table

Table Maintenance - [Document Image Review Assignment Rules] - Google Chrome

test-lacounty.ventivclient.com/ivos/documentimg/reviewAssignmentRules.jsp?08de0f6f5

Add Save Delete

Document Image Reviewers

Add Save Delete

*Assignee Type	Role
*Assign To	Add Legal Matter Owner Add Legal Matter Oversight Add Legal Matter Paralegal
Claim Status	Examiner 2 Examiner 3 Legal Secretary Litigation Oversight User Paralegal SIU Investigator Assigned
Assigned To	Supervisor of Examiner 1 Supervisor of Examiner 2
Litigation Oversight	Supervisor of Examiner 2
Paralegal	Role

Business Rule

Business Rule Administration - Google Chrome

test-lacounty.ventivclient.com/ivos/businessrules/businessRulesNew.jsp

File Rule Help

Business Rule Groups

- My Rules
 - Claimant Access
 - Disability Compliance
 - Disability Management
 - Liability
 - PRA
 - Workers Comp
 - DocImageAssignment_LegalMatter**

Save Refresh

Description: When Create Document Image reviews (368)

Condition(s)

System Type: Matter Management

Insurance Type

Client Code

Action(s)

☐ Diary
☐ Notepad
☐ Email
☐ Correspondence

Additional Actions

Options

☐ Enabled
☐ Disable if duplicate rule
☐ Fire only once

Rule Comment

Relative Order

Applies To: DocumentImage

ITEM 5 – Workflow to support Legal Matter

Change Control #	#55
Change Control Name	(CLA-1635)
Client	County of Los Angeles
Project	RMIS Implementation
Project Director/Manager	Dena Ferrera
Client Requester	Carolyn McQueen
Date Requested	11/21/2022
Contract Referenced	CONTRACT AO-18-411 This Change Request is issued pursuant to the terms of the Contract and is incorporated into and made part of the Contract by reference.
Contract/Addendum Impacted	Yes
Change to Licensing **	No
Description of Change	Ability to develop workflow routines using the legal matter component that will link down to Legal Matter.
Business Justification	Provides County with a single view of all actionable items for review based on business logic (i.e., all pending invoices etc.).
Impact of not Proceeding with Change	If the system is not modified, alternative workflow will need to be defined and user will have to manually index a matter and then navigate to the appropriate page for action.
Schedule Impact	N/A
Change Driver	
Change Product	Ventiv Claims

One-time Cost \$19,305; Annual Recurring Cost \$2,808

Type	Effort (Hours)	Hourly Rate	Total Price
Professional Services Organization (PSO)	35	\$195	\$6,825.00
Custom Development/QA	64	\$195	\$12,480.00
Totals	99		\$19,305.00

DELIVERABLE 5 FOR MODULE 5: 100% completion of Item 5 and successful UAT Testing.

HOA.104371771.1 Contract No. AO-18-411
Amendment Six – Ventiv Technology, Inc.

Change Control Details

The enhancement to the workflow feature is to provide the ability to develop workflow routines using the legal matter component that will link down to Legal Matter. The changes to Ventiv Claims Enterprise include:

1. Add New Workflow Type: Legal Matter
2. Based on Legal Matter Workflow type add the various page objects to load

Claims Enterprise Configuration - Google Chrome

lacounty.ventivclient.com/ivos/configuration/configMain.jsp

Workflow | Document Workflow | External Access | File Storage | Global Page | Mail Signature | USPS Proc

Add Save Delete

Workflow

*Name

Workflow Type: Legal Matter

Page to Load: Attorney

Workflow Query: Claim

Legal Matter

Medical Authorization

Payment

Service Request

Budget

Caldenar

Contacts

Content

Correspondence

Diary

Discovery

Document Image

Invoice

Legal Event

Legal Mater

Legal Matter Dashboard

Legal Party

Mail

Notepad

Package

Settlement

Sticky Note

Time Tracking

ITEM 6 – Legal Matter Calendar Tab (calendar across all legal matters)

Change Control #	#52
Change Control Name	(CLA-1636)
Client	County of Los Angeles
Project	RMIS Implementation
Project Director/Manager	Dena Ferrera
Client Requester	Carolyn McQueen
Date Requested	11/21/2022
Contract Referenced	CONTRACT AO-1 8-411 This Change Request is issued pursuant to the terms of the Contract and is incorporated into and made part of the Contract by reference.
Contract/Addendum Impacted	Yes
Change to Licensing **	No
Description of Change	Ability to search all calendar entries including Matter events and show it on the calendar.
Business Justification	Provides the user a single view calendar to view all event related to legal matter activity.
Impact of not Proceeding with Change	If the system is not modified, the current workflow will be to use external outlook calendar system and not have integration with claims system.
Schedule Impact	N/A
Change Driver	
Change Product	Ventiv Claims

One-time Cost \$4,875; Annual Recurring Cost \$0

Type	Effort (Hours)	Hourly Rate	Total Price
Professional Services Organization (PSO)	25	\$195	\$4,875.00
Custom Development/QA	0	\$195	\$0.00
Totals	25		\$4,875.00

DELIVERABLE 6 FOR MODULE 5: 100% completion of Item 6 and successful UAT Testing.

HOA.104371771.1Contract No. AO-18-411
Amendment Six – Ventiv Technology, Inc.

Change Control Details

The enhancement is to provide the ability to search all calendar entries including Matter events and show it on the calendar.

The screenshot displays the 'Legal Matter Calendar' interface. The main area is a calendar grid for the period from 26 June 2022 to 06 August 2022. The grid shows days of the week (Sunday to Saturday) and dates. Several events are listed in blue boxes on the calendar:

- Wednesday, June 29: -Lien Trial, -Lien Trial, -Other, Teleconference, -Lien Trial
- Thursday, July 14: -Other, Teleconference, -Other, Teleconference, -Other, Teleconference, -Other, Teleconference

On the right side, there is a sidebar with filters and controls:

- Client:** County of Los Angeles
- Legal Matter Type:** (dropdown)
- Legal Matter Owner:** (dropdown)
- Paralegal:** (dropdown)
- Adjusting Office:** (dropdown)
- Calendar Type:** (dropdown)
- Event Type:** (dropdown)
- Attorney:** (dropdown)
- Case Name:** (text input)
- Legal Matter Number:** (text input)
- Claim #:** (text input)
- Plaintiff Name:** (text input)
- ☐ Show Completed

At the top right of the sidebar, there are links for 'Hide Events' and 'Download'.

Note: If the enhancement to use show Diaries in Calendar is approved, they will be included on the calendar and add a hide Diaries option.

ITEM 7 – Legal Matter Diary - Display on Calendar Checkbox

Change Control #	#53
Change Control Name	(CLA-1637)
Client	County of Los Angeles
Project	RMIS Implementation
Project Director/Manager	Dena Ferrera
Client Requester	Carolyn McQueen
Date Requested	01/19/2023
Contract Referenced	CONTRACT AO-1 8-411 This Change Request is issued pursuant to the terms of the Contract and is incorporated into and made part of the Contract by reference.
Contract/Addendum Impacted	Yes
Change to Licensing **	No
Description of Change	Add display on calendar checkbox to the Diary tab. If checked the diary will show on the Legal Matter Calendars (matter and main)
Business Justification	Provides ability for user to add diary records to the master calendar, which in turn can be exported and imported into Outlook if desired.
Impact of not Proceeding with Change	If the system is not modified the user will not have full visibility on the Calendar and will need to manually enter records.
Schedule Impact	N/A
Change Driver	
Change Product	Ventiv Claims

One-time Cost \$11,700; Annual Recurring Cost \$1,755

Type	Effort (Hours)	Hourly Rate	Total Price
Professional Services Organization (PSO)	20	\$195	\$3,900.00
Custom Development/QA	40	\$195	\$7,800.00
Totals	60		\$11,700.00

DELIVERABLE 7 FOR MODULE 5: 100% completion of Item 7 and successful UAT Testing.**Change Control Details**

The enhancement to the Legal Matter Diary tab is to add a checkbox "Display on Calendar". If this box is checked and diary is not complete, the diary would show on the Legal Matter Calendar for both the Legal Matter and the Main Legal Matter Calendar.

The screenshot shows a web application interface for a 'Diary' form. At the top is a green header bar with the text 'Add Save Refresh Diary Schedule'. Below the header, the word 'Diary' is followed by a question mark icon. The form contains several fields: '*Diary Type' (dropdown), 'Days' (text input), '*Review Date' (text input with a calendar icon), 'Diary Priority' (dropdown), a checkbox labeled 'Display on Calendar' (which is highlighted with a red rectangular box), 'Confidentiality' (dropdown), '*Recipient' (dropdown), a checkbox labeled 'Completed', and a 'From' label. A large text area labeled 'Message' is at the bottom.

ITEM 8 – Sticky Note - Display on Claim

Change Control #	#54
Change Control Name	(CLA-1638)
Client	County of Los Angeles
Project	RMIS Implementation
Project Director/Manager	Dena Ferrera
Client Requester	Carolyn McQueen
Date Requested	01/19/2023
Contract Referenced	CONTRACT AO-18-411 This Change Request is issued pursuant to the terms of the Contract and is incorporated into and made part of the Contract by reference.
Contract/Addendum Impacted	Yes
Change to Licensing **	No
Description of Change	Add the Display on Claim feature to Sticky Notes.
Business Justification	Ability for the TPA to see documentation associated to the Legal Matter sticky note feature at the claim level (one to many).
Impact of not Proceeding with Change	If the system is not modified, the workflow would need to be that the image would need to be downloaded and provided to the TPA for manual upload.
Schedule Impact	N/A
Change Driver	
Change Product	Ventiv Claims

One-time Cost \$16,575; Annual Recurring Cost \$ 2,632.50

Type	Effort (Hours)	Hourly Rate	Total Price
Professional Services Organization (PSO)	25	\$195	\$4,875.00
Custom Development/QA	60	\$195	\$11,700.00
Totals	85		\$16,575.00

DELIVERABLE 8 FOR MODULE 5: 100% completion of Item 8 and successful UAT Testing.

Change Control Details

The enhancement to the Legal Matter Sticky Note object is to allow the end user to select if they would like for the record to be displayed on the claim (list of legal matter claims) dropdown list.

Add Save Refresh

Sticky Note ?

*Sticky Note File No file chosen

Overview

Sticky Note Category

Attached To

Display on Claim

Sticky Note Type	File Name	Overview	Sticky Note Category	Add Date	Add User	Edit Date	Edit User	Related To
text/plain	edi23.txt	Test 2	Legal	01/26/2023 11:54	DFERRERA_VT	01/26/2023 11:54	DFERRERA_VT	matter
text/plain	VendorRestrict.txt	Description	Correspondence	01/26/2023 11:53	DFERRERA_VT	01/26/2023 11:54	DFERRERA_VT	matter

ITEM 9 – Legal Matter Content - Checkbox - Display Linked Claim(s) Content

Change Control #	#55
Change Control Name	(CLA-1639)
Client	County of Los Angeles
Project	RMIS Implementation
Project Director/Manager	Dena Ferrera
Client Requester	Carolyn McQueen
Date Requested	01/19/2023
Contract Referenced	CONTRACT AO-1 8-411 This Change Request is issued pursuant to the terms of the Contract and is incorporated into and made part of the Contract by reference.
Contract/Addendum Impact ed	Yes
Change to Licensing **	No
Description of Change	Add a checkbox to Legal Matter Content Tab that can be checked to "Display Linked Claim(s) Content".
Business Justification	If the checkbox is check, the content will display all documentation associated with the legal matter claims without having to navigate to each claim individually to view.
Impact of not Proceeding with Change	If the system is not modified, the current workflow will continue and the user will have to navigate to each claim individually to review documentation and take additional actions.
Schedule Impact	N/A
Change Driver	
Change Product	Ventiv Claims

One-time Cost \$20,475; Annual Recurring Cost \$3,510

Type	Effort (Hours)	Hourly Rate	Total Price
Professional Services Organization (PSO)	25	\$195	\$4,875.00
Custom Development/QA	80	\$195	\$15,600.00
Totals	105		\$20,475.00

DELIVERABLE 9 FOR MODULE 5: 100% completion of Item 9 and successful UAT Testing.

HOA.104371771.1Contract No. AO-18-411
Amendment Six – Ventiv Technology, Inc.

Change Control Details

The enhancement to the Legal Matter Content Tab – Add a checkbox that can be checked to "Display Linked Claim(s) Content". If this box is checked then the content tab would display all content for claims that have been linked to the legal matter.

In addition, all standard Content features are available (i.e., preview, download, package etc.)

Create a PackageAdd to PackageRefresh

Download

Content

Date RangePast 45 DaysTypeAllPreview PaneOffOn

☐ Display Linked Claim Content

	Record Type	Addressee	First Level Group	Second Level Group	Date	Description	Confidentiality	Add Date	Add User	Status	Edit Date	Edit User
<input type="checkbox"/>	Sticky Note		Legal		01/26/2023 11:54	ed23.txt		01/26/2023 11:54	DFERRERA_VT		01/26/2023 11:54	DFERRERA_VT
<input type="checkbox"/>	Sticky Note		Correspondence		01/26/2023 11:54	VendorRestrict.txt		01/26/2023 11:53	DFERRERA_VT		01/26/2023 11:54	DFERRERA_VT
<input type="checkbox"/>	Document Image		Legal Matter	Legal Matter Doc Type		LM DOC 3		01/30/2023 13:52	DFERRERA_VT		01/30/2023 13:52	DFERRERA_VT
<input type="checkbox"/>	Document Image		Legal Matter	Legal Matter Doc Type		LM DOC 2		01/30/2023 13:52	DFERRERA_VT		01/30/2023 13:52	DFERRERA_VT
<input type="checkbox"/>	Document Image		Legal Matter	Legal Matter Doc Type		LM DOC 1		01/30/2023 13:51	DFERRERA_VT		01/30/2023 13:51	DFERRERA_VT

Record count 5

ITEM 10 – Content Tab – Add Package to Type Dropdown

Change Control #	#56
Change Control Name	(CLA-1640)
Client	County of Los Angeles
Project	RMIS Implementation
Project Director/Manager	Dena Ferrera
Client Requester	Carolyn McQueen
Date Requested	01/19/2023
Contract Referenced	CONTRACT AO-1 8-411 This Change Request is issued pursuant to the terms of the Contract and is incorporated into and made part of the Contract by reference.
Contract/Addendum Impact ed	Yes
Change to Licensing **	No
Description of Change	Add package to the available options to display on the content tab.
Business Justification	Having package included on the Content tab provides the end user a single view for all documentation without having to navigate to the individual tabs.
Impact of not Proceeding with Change	If the system is not modified, the existing workflow will continue and in order to see packages related to either Legal Matter or Claim user would navigate to the package tab.
Schedule Impact	N/A
Change Driver	
Change Product	Ventiv Claims

One-time Cost \$16,575; Annual Recurring Cost \$2,632.50

Type	Effort (Hours)	Hourly Rate	Total Price
Professional Services Organization (PSO)	25	\$195	\$4,875.00
Custom Development/QA	60	\$195	\$11,700.00
Totals	85		\$16,575.00

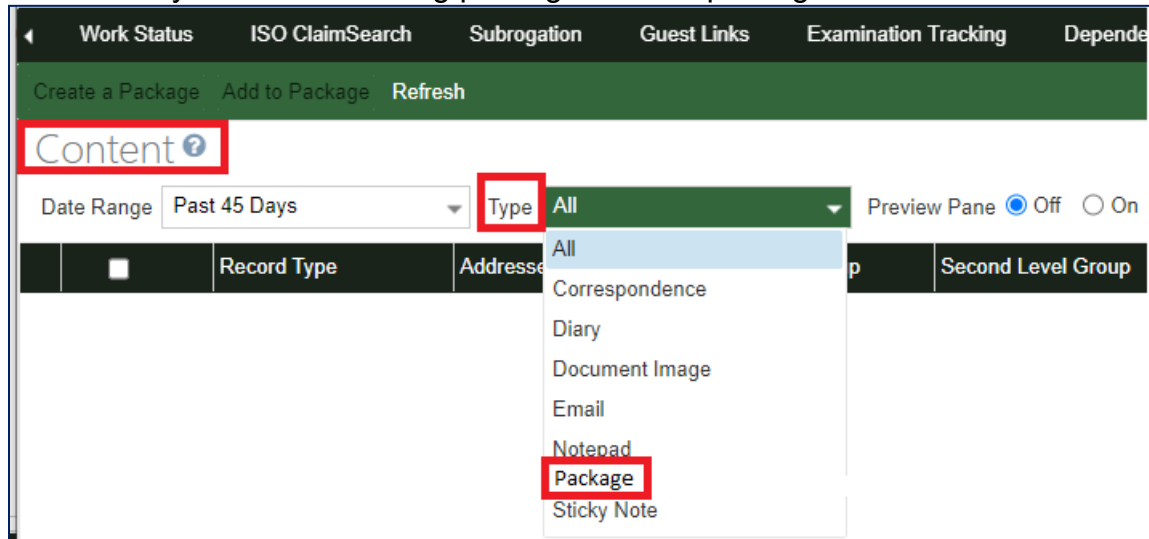
DELIVERABLE 10 FOR MODULE 5: 100% completion of Item 10 and successful UAT Testing.

HOA.104371771.1Contract No. AO-18-411
Amendment Six – Ventiv Technology, Inc.

Change Control Details

The enhancement to Content tab to display Package objects. The content tab today contains various objects (Correspondence, Diary, Document Image, Email, Notepad and Stick Note) as available options. The changes to Ventiv Claims Enterprise include:

1. Ability to also see Package from Content for full view of content management.
2. Ability to include existing packages in new packages.



ITEM 11 – Package – Preview Pane

Change Control #	#57
Change Control Name	(CLA-1641)
Client	County of Los Angeles
Project	RMIS Implementation
Project Director/Manager	Dena Ferrera
Client Requester	Carolyn McQueen
Date Requested	01/19/2023
Contract Referenced	CONTRACT AO-1 8-411 This Change Request is issued pursuant to the terms of the Contract and is incorporated into and made part of the Contract by reference.
Contract/Addendum Impact ed	Yes
Change to Licensing **	No
Description of Change	Add preview pane on package items. See change control details section below.
Business Justification	Users need the ability to view multiple documents for claim reviews etc., this feature will allow the user to create a package and during a review session navigate between all documents needed for the review.
Impact of not Proceeding with Change	If the system is not modified, the current workflow will continue, and user will have to navigate to the individual documents on either the document image tab or sticky note tab and download to view.
Schedule Impact	N/A
Change Driver	
Change Product	Ventiv Claims

One-time Cost \$8,580; Annual Recurring Cost \$1,053

Type	Effort (Hours)	Hourly Rate	Total Price
Professional Services Organization (PSO)	20	\$195	\$3,900.00
Custom Development/QA	24	\$195	\$4,680.00
Totals	44		\$8,580.00

DELIVERABLE 11 FOR MODULE 5: 100% completion of Item 11 and successful UAT Testing.

Change Control Details

The enhancement to the Package item's view it to provide a preview pane to display selected items. If the document can be rendered on click it will display and if not download on click similar to Content.

The screenshot displays a web application interface for managing a Package item. At the top, there is a header bar with 'Create File Copy', 'Submit', and 'Cancel' buttons. Below this, the package details are shown: 'Package # 23823', 'Package Type: File Copy', and 'Description: Legal Matter Package Example'. The status is 'Unsubmitted'.

Below the header, there are two tabs: 'Items' and 'Recipients'. The 'Items' tab is active, showing a table of items. The table has columns for 'Record Type', 'Addressee', 'First Level Group', 'Second Level Group', 'Date', 'Description', 'Confidentiality', 'Add Date', 'Add User', 'Status', 'Edit Date', and 'Edit User'. There are three rows of items, all of type 'Document Image'.

Below the table, there is a 'Document Image' preview pane. The preview shows a document titled 'LEGAL MATTER DOCUMENT ONE'. The preview pane has a toolbar with zoom in, zoom out, and full screen buttons. The status bar at the bottom right indicates 'Record count: 3'.

Record Type	Addressee	First Level Group	Second Level Group	Date	Description	Confidentiality	Add Date	Add User	Status	Edit Date	Edit User
<input type="checkbox"/> Document Image		Legal Matter	Legal Matter Doc Type		LM DOC 1		01/30/2023 13:51	DFERRERA_VT		01/30/2023 13:51	DFERRERA_VT
<input type="checkbox"/> Document Image		Legal Matter	Legal Matter Doc Type		LM DOC 2		01/30/2023 13:52	DFERRERA_VT		01/30/2023 13:52	DFERRERA_VT
<input type="checkbox"/> Document Image		Legal Matter	Legal Matter Doc Type		LM DOC 3		01/30/2023 13:52	DFERRERA_VT		01/30/2023 13:52	DFERRERA_VT

ITEM 12 – Forwarding Mail to Multiple Claims / Legal Matters at Once

Change Control #	#58
Change Control Name	(CLA-1642)
Client	County of Los Angeles
Project	RMIS Implementation
Project Director/Manager	Dena Ferrera
Client Requester	Carolyn McQueen
Date Requested	01/19/2023
Contract Referenced	CONTRACT AO-1 8-411 This Change Request is issued pursuant to the terms of the Contract and is incorporated into and made part of the Contract by reference.
Contract/Addendum Impacted	Yes
Change to Licensing **	No
Description of Change	Allow ability to forward mail from an external mail system to multiple claims or matter on a single submission.
Business Justification	Ensures that documentation is added to each claim or matter without having to send multiple email message for each.
Impact of not Proceeding with Change	If the system is not modified, the current workflow will continue and The user will have to send multiple email messages, one record at a time.
Schedule Impact	N/A
Change Driver	
Change Product	Ventiv Claims

One-time Cost \$16,575; Annual Recurring Cost \$2,632.50

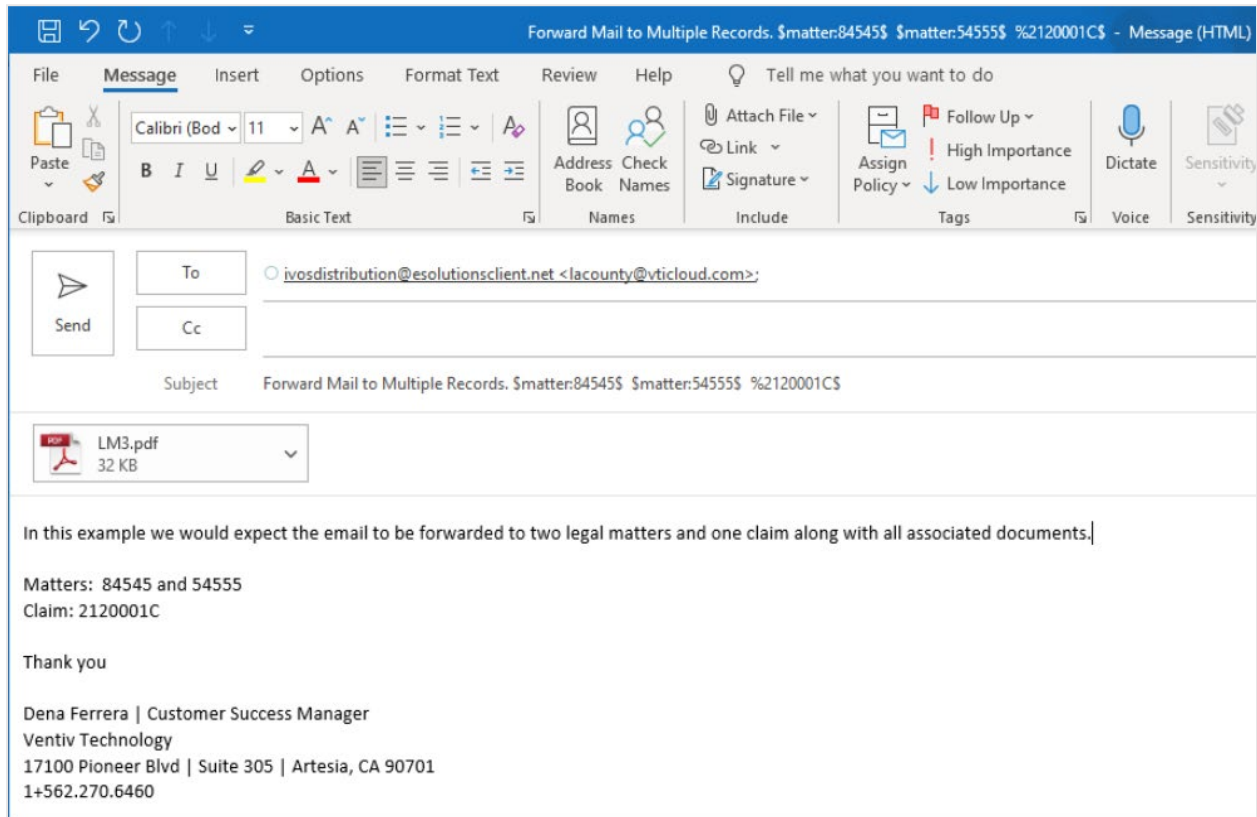
Type	Effort (Hours)	Hourly Rate	Total Price
Professional Services Organization (PSO)	25	\$195	\$4,875.00
Custom Development/QA	60	\$195	\$11,700.00
Totals	85		\$16,575.00

DELIVERABLE 12 FOR MODULE 5: 100% completion of Item 12 and successful UAT Testing.

HOA.104371771.1Contract No. AO-18-411
Amendment Six – Ventiv Technology, Inc.

Change Control Details

The enhancement to the Forwarding Mail feature. Allow for more than one claim/matter number to be sent on a single message. Attachments and email will be stored on each respective claim/matter identified in subject line.



ITEM 13 – User Mail - Legal Matter Owner

Change Control #	#59
Change Control Name	(CLA-1643)
Client	County of Los Angeles
Project	RMIS Implementation
Project Director/Manager	Dena Ferrera
Client Requester	Carolyn McQueen
Date Requested	01/19/2023
Contract Referenced	CONTRACT AO-18-411 This Change Request is issued pursuant to the terms of the Contract and is incorporated into and made part of the Contract by reference.
Contract/Addendum Impacted	Yes
Change to Licensing **	No
Description of Change	Add legal matter mail to user mail based on Legal Matter Owner.
Business Justification	Since matters are assigned to a legal matter owner it provides the owner visibility into all mail associated with their records in a single view. The feature provides immediate access to all incoming and outgoing mail.
Impact of not Proceeding with Change	If the system is not modified, the current workflow will continue and to see any mail user would have to navigate to the matter mail tab.
Schedule Impact	N/A
Change Driver	
Change Product	Ventiv Claims

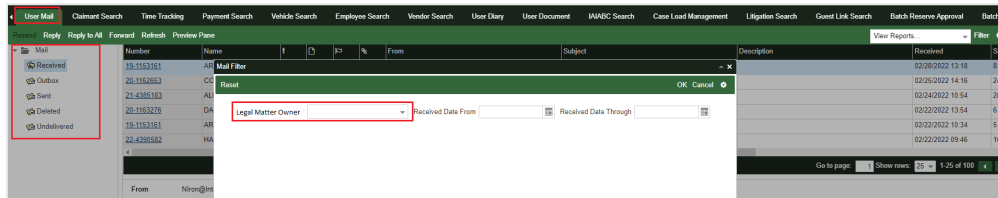
One-time Cost \$6,240; Annual Recurring Cost \$0

Type	Effort (Hours)	Hourly Rate	Total Price
Professional Services Organization (PSO)	32	\$195	\$6,240.00
Custom Development/QA	0	\$195	\$0.00
Totals	32		\$6,240.00

DELIVERABLE 13 FOR MODULE 5: 100% completion of Item 13 and successful UAT Testing.

Change Control Details

The enhancement to the User Mail feature is to display mail for legal matters associated to a Legal Matter Owner (similar to examiner).



Fire Department Return to Work Administration

ITEM 14 – Data Conversion – Fire Department Access DB

Change Control #	#61
Change Control Name	(CLA-1677)
Client	County of Los Angeles
Project	RMIS Implementation
Project Director/Manager	Dena Ferrera
Client Requester	Robert Gunther / Alex Rossi
Date Requested	10/20/2022
Contract Referenced	CONTRACT AO-18-411 This Change Request is issued pursuant to the terms of the Contract and is incorporated into and made part of the Contract by reference.
Contract/Addendum Impacted	Yes
Change to Licensing **	No
Description of Change	Single source system for WC related activities and provide the Fire Department a system to streamline their daily activities.
Business Justification	The Fire Department Disability division would have to either manage historical activity in external Access Database and use Claims Enterprise on a go forward basis or manually enter detailed information and manually upload documentation for all active and historical claims.
Impact of not Proceeding with Change	If the system is not modified, the current workflow will continue, and the Fire Department will need to track their activity in their internal Access Database.
Schedule Impact	N/A
Change Driver	
Change Product	Ventiv Claims

One-time Cost \$; Annual Recurring Cost \$0

Type	Effort (Hours)	Hourly Rate	Total Price
Professional Services Organization (PSO)	255	\$195	\$49,725.00
Custom Development/QA	0	\$195	\$0.00
Totals	255		\$49,725.00

Contract No. AO-18-411
Amendment Six – Ventiv Technology, Inc.

DELIVERABLE 14 FOR MODULE 5: 100% completion of Item 14 and successful UAT Testing.

Change Control Details

The enhancement will support the conversion efforts and program development to import historical records from the Fire Department Access Database and file server systems. The changes to Ventiv Claims Enterprise include:

Data Analysis and Mapping
Data Conversion and Reconciliation
Load Reference tables (up to 10 tables)
Match Merge Analysis with existing CE claims
Attachments conversion & providing exceptions

ITEM 15 –Fire Department WC Claim RW Access and Department Tracking

Change Control #	#62
Change Control Name	(CLA-1678)
Client	County of Los Angeles
Project	RMIS Implementation
Project Director/Manager	Dena Ferrera
Client Requester	Robert Gunther / Alex Rossi
Date Requested	10/20/2022
Contract Referenced	CONTRACT AO-18-411 This Change Request is issued pursuant to the terms of the Contract and is incorporated into and made part of the Contract by reference.
Contract/Addendum Impact ed	Yes
Change to Licensing **	No
Description of Change	Provide overall project management, business analysis, configuration, and user interactions for enhanced WC module to support Fire Department RTW Claims Unit business needs.
Business Justification	Streamline department activities on WC claim and avoid duplicate efforts.
Impact of not Proceeding with Change	If the system is not modified, the current workflow will continue, and the Fire Department will need to track their activity in their internal Access Database.
Schedule Impact	N/A
Change Driver	
Change Product	Ventiv Claims

One-time Cost \$; Annual Recurring Cost \$0

Type	Effort (Hours)	Hourly Rate	Total Price
Professional Services Organization (PSO)	593	\$195	\$115,725.00
Custom Development/QA	0	\$195	\$0.00
Totals	593		\$115,725.00

DELIVERABLE 15 FOR MODULE 5: 100% completion of Item 15 and successful UAT Testing.

Change Control Details

HOA.104371771.1Contract No. AO-18-411
Amendment Six – Ventiv Technology, Inc.

Area	Activity
Project	Project Management
Analysis	Requirement gathering/definition
Analysis	Documentation & Solutioning
Configuration	Claim page(s) configuration
Configuration	Main page(s) configuration
Configuration	Notepad Templates (2 template)
Configuration	Reference Table Updates (around 10 tables)
Configuration	Business Rules (5 standard business rules)
Configuration	Standard Correspondence Templates (3 in Total) (up to 5 custom correspondence variables)
Configuration	Workflow configuration (3 queues)
Configuration	Email template (3 template)
Reporting	Custom CE Reports (3)
Reporting	Assistance with custom reports
Deployment	Deployment and Builds
System testing	End to end role-based testing
Training	End User Training
Training	Claims Intelligence
Project	Project Management
Application Administration	
Claims Management	
<ul style="list-style-type: none"> • Security configuration to allow RW access for various tab for user group(s) 	
<ul style="list-style-type: none"> • Security configuration to provide RO access for various tabs 	
<ul style="list-style-type: none"> • Configure correspondence masters 	
<ul style="list-style-type: none"> • Assist with additional correspondence masters 	
<ul style="list-style-type: none"> • Reference data setup 	
Reporting	
<ul style="list-style-type: none"> • Update ad-hoc reporting domain 	
<ul style="list-style-type: none"> • Configure reports using Adhoc reports 	
<ul style="list-style-type: none"> • Configure reports using CE Reporter 	
<ul style="list-style-type: none"> • Assistance with additional custom reports 	
Miscellaneous Task	
Business Analysis / Configuration / Program Setup	
Documentation and Solution Design	
Requirement gathering / Business Analysis	
System and Integration Testing	
Deployment and Builds	

Training (End User and Claims Intelligence)
System and Integration Testing

EXHIBIT B

PRICING SCHEDULE

Revised October 17, 2023

EXHIBIT L

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

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

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

1. DEFINITIONS

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

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

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

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** The Contractor shall maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Agreement. Contractor's Information Security Program shall include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

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

The Contractor's Information Security Program shall:

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

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

maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

The Contractor's Privacy Program shall include:

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

3. PROPERTY RIGHTS TO COUNTY INFORMATION

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

4. CONTRACTOR'S USE OF COUNTY INFORMATION

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

5. SHARING COUNTY INFORMATION AND DATA

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

6. CONFIDENTIALITY

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

7. CONTRACTOR EMPLOYEES

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

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

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

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

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

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

8. SUBCONTRACTORS AND THIRD PARTIES

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

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

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

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

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

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

Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

The Contractor shall return or destroy County Information in the manner prescribed in this section unless the Agreement prescribes procedures for returning or destroying County Information and those procedures are no less stringent than the procedures described in this section.

- a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Agreement for any reason, Contractor shall (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Agreement; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor shall provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor shall provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Agreement or at any time upon the County's request, the Contractor shall return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.
- b. **Method of Destruction.** The Contractor shall destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Agreement or at any time upon the County's request. On termination or expiration of this Agreement, the County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

11. PHYSICAL AND ENVIRONMENTAL SECURITY

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

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

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

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

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

13. ACCESS CONTROL

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

writing. The foregoing requirements shall apply to back-up media stored by the Contractor at off-site facilities.

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

- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;
- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor shall record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor shall ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

14. SECURITY AND PRIVACY INCIDENTS

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

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

County Chief Information Security Officer and Chief Privacy Officer email

CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

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

Chief Privacy Officer:

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

Departmental Information Security Officer:

Jho-An Ignacio
Departmental Information Security Officer
500 West Temple Street, Room 783
Los Angeles, CA 90012
(213) 974-1755
jignacio@ceo.lacounty.gov

- b. Include the following Information in all notices:
 - i. The date and time of discovery of the Incident,
 - ii. The approximate date and time of the Incident,
 - iii. A description of the type of County Information involved in the reported Incident, and
 - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
 - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor shall provide Information regarding the nature and consequences of the Incident that are reasonably requested

by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.

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

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

15. NON-EXCLUSIVE EQUITABLE REMEDY

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

16. AUDIT AND INSPECTION

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

The Contractor shall have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence

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

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

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

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

17. RESERVED.

18. PRIVACY AND SECURITY INDEMNIFICATION

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

- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- The Contractor's failure to perform or comply with any terms and conditions of this Agreement or related agreements with the County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

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



Peter Loo
ACTING CHIEF INFORMATION OFFICER

DRAFT

CIO

ANALYSIS

BOARD AGENDA DATE:

10/17/2023

SUBJECT:

AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO EXECUTE AMENDMENT NUMBER 6 TO AGREEMENT NUMBER AO-18-411 WITH VENTIV TECHNOLOGY, INC., TO IMPLEMENT AND OPERATE A FIFTH MODULE TO THE RISK MANAGEMENT INFORMATION SYSTEM; REQUEST FOR ADDITIONAL POOL DOLLARS

CONTRACT TYPE:

☐ New Contract ☐ Sole Source ☒ Amendment to Contract #: AO-18-411

SUMMARY:

Description:

The Chief Executive Office (CEO) is requesting delegated authority to execute Amendment Number 6 to the existing Agreement with Ventiv Technology, Inc. for the implementation and operation of a fifth module that adds functionality for County Counsel's Workers' Compensation Claims Division, Fire Department, Workers' Compensation Contract Law Firms, and other users, resulting in system enhancements to the Risk Management Information System (RMIS). Approval of this recommendation will allow County Counsel's Workers' Compensation Claims Division to utilize RMIS and add other enhancements that will improve current workflows. This will require data conversion of historical records from County Counsel's CRM system and Fire's Access database and file server. It will also allow County Counsel's Workers' Compensation Claims Division to streamline Contract Law Firm invoice requests and review/approve invoices by digitally connecting invoice and claims records. Implementation and Software as a Service (SaaS) subscription costs for this module will be \$726,492.

The CEO is also requesting approval of an additional \$16,500,000 in Pool Dollars for future RMIS enhancements and changes, as needed, for a total overall Pool Dollar amount of \$25,616,904. This increase equates to \$1.5 million per year for the remaining 11 years of the Agreement. The additional Pool Dollar amount will increase the Maximum Agreement Sum to \$76,877,668. The original Pool Dollars in the amount of \$9,116,904 has almost been depleted due to various enhancements and upgrades, including an Emergency COVID Vaccine Accommodation and Tracking section that was implemented during the pandemic.

AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO EXECUTE AMENDMENT NUMBER 6 TO AGREEMENT NUMBER AO-18-411 WITH VENTIV TECHNOLOGY, INC., TO IMPLEMENT AND OPERATE A FIFTH MODULE TO THE RISK MANAGEMENT INFORMATION SYSTEM; REQUEST FOR ADDITIONAL POOL DOLLARS

Contract Amount: \$726,492, and \$16,500,000 in Pool Dollars.

FINANCIAL ANALYSIS:

Contract costs:

Module 5 Implementation/Subscription	\$ 726,492
Pool Dollars for the remaining 11 years.....	\$ 16,500,000

Total Costs:\$ 17,226,492

Notes:

Funding for Module 5 in the amount of \$726,492 and the additional \$16,500,000 in Pool Dollars will increase the Maximum Contract Sum from \$59,651,176 to \$76,877,668. The increase is 50% offset by the Workers' Compensation Budget and 50% offset by the Insurance Budget. CEO will continue to allocate funding for these services in future fiscal years

RISKS:

1. **Quality of Services:** The terms and conditions from the original contract will apply to this Amendment, and some of the exhibits have been updated to reflect the County's most current versions. The original Agreement was signed in November 2017, after a competitive solicitation, and the implementation was completed in 2021. The Statement of Work for this Amendment is well structured and includes 15 Deliverables – 13 for County Counsel Workers' Claim Claims Division Legal Matter Management and 2 for Fire Department Return to Work Administration. Each Deliverable includes a description of the work to be performed and the related business justification. Each Deliverable includes a 10% holdback.
2. **Project Management and Governance:** To ensure project success, the Chief Information Officer (CIO) recommends strong project governance, including an Executive Sponsor and dedicated Project Manager to adhere to schedule, budget and scope, and to manager vendor performance. The CIO verified that there will be an Executive Sponsor and Project Manager from CEO Risk Management.
3. **Information Security:** The County's Office of the Chief Information Security Officer (OCISO) reviewed the Amendment and assessed the project as low risk. The Department Information Security Officer from CEO confirmed that because the original system is a SaaS solution, a SOC II report (independent third-party assessment on security controls) was reviewed with no concerns or issues. Per County Counsel, the original Agreement also includes Cyber Liability insurance with limits of \$15 million.
4. **Contract Risks:** No contract risks have been identified. County Counsel has approved the Amendment as to form. The original Agreement includes Limitation of Liability of three times the Contract Sum and the County's standard requirements for Commercial General Liability Insurance of \$2 million per occurrence and \$4 million in the aggregate.

AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO EXECUTE AMENDMENT NUMBER 6 TO AGREEMENT NUMBER AO-18-411 WITH VENTIV TECHNOLOGY, INC., TO IMPLEMENT AND OPERATE A FIFTH MODULE TO THE RISK MANAGEMENT INFORMATION SYSTEM; REQUEST FOR ADDITIONAL POOL DOLLARS

PREPARED BY:

(NAME) DEPUTY CHIEF INFORMATION OFFICER

DATE

APPROVED:

PETER LOO, ACTING CHIEF INFORMATION OFFICER

DATE

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	9/27/2023	
BOARD MEETING DATE	10/17/2023	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	CHIEF EXECUTIVE OFFICE	
SUBJECT	CLASSIFICATION/COMPENSATION ACTIONS	
PROGRAM		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: No additional funding is required.	Funding source: TERMS (if applicable): Explanation:
PURPOSE OF REQUEST		
BACKGROUND (include internal/external issues that may exist including any related motions)	<ul style="list-style-type: none"> • Add one (1) unclassified classification and four (4) employee classifications in Justice, Care, and Opportunities Department. <ul style="list-style-type: none"> ○ Chief Deputy Director, Justice, Care, and Opportunities Department (UC) (3072) - \$14,229.02 - \$22,129.03 ○ Justice Program Analyst (3060) - \$7,063.09 - \$9,518.27 ○ Justice Program Associate (3059) - \$6,002.82 - \$8,089.18 ○ Justice Program Director (3062) - \$9,541.91 - \$12,858.73 ○ Justice Program Senior Analyst (3061) - \$7,873.09 - \$10,609.73 	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Jennifer Revuelta, Principal Analyst, (213) 974-1783, JRevuelta@ceo.lacounty.gov	



**CEO October 17, 2023
Justice, Care, and Opportunities
Department
Board Letter Summary**

CEO Classification/Compensation Contact Information:

Ann Havens, Senior Manager, (213) 974-9960, AHavens@ceo.lacounty.gov

Jennifer Revuelta, Principal Analyst, (213) 974-1783, jrevuelta@ceo.lacounty.gov

This Board Letter includes:

- Add one (1) unclassified classification and four (4) employee classifications in Justice, Care, and Opportunities Department.
 - Chief Deputy Director, Justice, Care, and Opportunities Department (UC) (3072) - \$14,229.02 - \$22,129.03
 - Justice Program Analyst (3060) - \$7,063.09 - \$9,518.27
 - Justice Program Associate (3059) - \$6,002.82 - \$8,089.18
 - Justice Program Director (3062) - \$9,541.91 - \$12,858.73
 - Justice Program Senior Analyst (3061) - \$7,873.09 - \$10,609.73



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"

October 17, 2023

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

Dear Supervisors:

CLASSIFICATION/COMPENSATION ACTIONS JUSTICE, CARE, AND OPPORTUNITIES DEPARTMENT (ALL DISTRICTS) (3 VOTES)

SUBJECT

This letter and accompanying ordinance will update the table of positions by adding one (1) unclassified classification and four (4) employee classifications in the Justice, Care, and Opportunities Department (JCOD).

IT IS RECOMMENDED THAT THE BOARD:

- Approve the accompanying ordinance amending Title 6-Salaries, of the County Code to add one (1) unclassified classification and four (4) employee classifications in JCOD.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On March 1, 2022, the Board of Supervisors (Board) introduced a motion directing the Chief Executive Officer, in consultation with the Departments of Public Defender, Alternate Public Defender, Health Services, Mental Health, Public Health, Probation, and all other relevant partners and stakeholders, to report back to the Board in 90 days with an organization and staffing plan, including concrete timelines for the establishment of JCOD. On June 28, 2022, the Board adopted an ordinance which became effective on July 28, 2022, amending Title 2, Administration, of the County Code to establish JCOD. On November 1, 2022, the Board approved the amendment of Title 6, Salaries, of the County Code to establish the staffing of this new department, effective November 15, 2022.

We are recommending the creation of one (1) new unclassified position, Chief Deputy Director, Justice, Care, and Opportunities Department (UC) (Item No. 3072) (Attachment). The Chief Deputy Director, JCOD (UC) will have responsibility guiding the departmental mission, vision, policy, and strategy as well as directing operations to ensure the department leads collaborative system improvement efforts focused on prevention, diversion, and re-entry to achieve community safety, wellbeing, and equitable justice.

We are also recommending the creation of four (4) new employee classifications to establish the Justice Program Analyst series: Justice Program Associate (Item No. 3059), Justice Program Analyst (Item No. 3060), Justice Program Senior Analyst (Item No. 3061), and Justice Program Director (Item No. 3062) to create a series focused on the development, implementation, and management of justice programs (Attachment). These classifications will perform a range of duties including analytical, technical, and/or client background research in functional areas impacting the administration of service-based programs. The classes will be responsible for interacting with clients, contractors, courts, law enforcement, and internal and external stakeholders in the planning and coordination of programs. As such, these new classifications will reflect the development and management of justice programs and assist the department in staffing its operations.

These recommendations will ensure the proper classification and compensation based upon the duties and responsibilities assigned to these positions. This is a primary goal of the County's classification and compensation system.

We are recommending these actions based upon generally accepted principles of classification and compensation. Furthermore, these actions are important in addressing departmental operational needs and in maintaining consistency in personnel practices throughout the County. The proper classification and compensation of positions facilitates good business operations and can reduce the number of costly personnel-related problems.

Implementation of Strategic Plan Goals

Approval of the accompanying ordinance will further the County Strategic Plan Goal III – Realize Tomorrow's Government Today. Specifically, it will address Strategy III.3 to Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

FISCAL IMPACT/FINANCING

No additional funding is required.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County Charter authorizes the establishment and maintenance of “a classification plan and the classification of all positions.” This responsibility is further delineated in Civil Service Rule 5.

The accompanying ordinance implementing amendments to Title 6-Salaries, of the County Code, has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these classification recommendations will enhance the operational effectiveness of the departments through the proper classification and compensation of positions.

Respectfully submitted,

FESIA A. DAVENPORT
Chief Executive Officer

FAD:JMN:ADC:AYH
JR:AS:mmg

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Human Resources
Affected Department

CLASSIFICATION PLAN CHANGES

ATTACHMENT

UNCLASSIFIED CLASSIFICATION RECOMMENDED FOR ADDITION TO THE CLASSIFICATION PLAN

Proposed Savings/ Cafeteria Benefit Plan	Item No.	Title	Recommended Salary Schedule and Level	
Savings/ Megaflex	3072	Chief Deputy Director, Justice, Care, and Opportunities Department (UC)	R15	N23

CLASSIFICATIONS RECOMMENDED FOR ADDITION TO THE CLASSIFICATION PLAN

Proposed Savings/ Cafeteria Benefit Plan	Item No.	Title	Recommended Salary Schedule and Level	
Savings/ Megaflex	3060	Justice Program Analyst	104C	NMO
Savings/ Megaflex	3059	Justice Program Associate	98C	NMO
Savings/ Megaflex	3062	Justice Program Director	115D	NMO
Savings/ Megaflex	3061	Justice Program Senior Analyst	108C	NMO

ANALYSIS

This ordinance amends Title 6 – Salaries of the Los Angeles County Code by:

- Adding and establishing the salaries for five employee classifications.

DAWYN R. HARRISON
County Counsel

By:
POUYA BAVAFA
Senior Deputy County Counsel
Labor & Employment Division

ORDINANCE NO. _____

An ordinance amending Title 6 – Salaries of the Los Angeles County Code to add and establish the salaries for five employee classifications.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Section 6.28.050 (Tables of Classes of Positions with Salary Schedule and Level) is hereby amended to add the following classes:

ITEM NO.	TITLE	EFFECTIVE DATE	SALARY OR SALARY SCHEDULE AND LEVEL	
<u>3072</u>	<u>CHF DEP DIR,JUSTICE,CARE,AND OPPORTUNITIES DEPT(UC)</u>	<u> *</u> <u>10/01/2024</u>	<u>R15</u> <u>R15</u>	<u>N23</u> <u>N23</u>
<u>3060</u>	<u>JUSTICE PROGRAM ANALYST</u>	<u> *</u> <u>10/01/2024</u>	<u>104C</u> <u>105E</u>	<u>NMO</u> <u>NMO</u>
<u>3059</u>	<u>JUSTICE PROGRAM ASSOCIATE</u>	<u> *</u> <u>10/01/2024</u>	<u>98C</u> <u>99E</u>	<u>NMO</u> <u>NMO</u>
<u>3062</u>	<u>JUSTICE PROGRAM DIRECTOR</u>	<u> *</u> <u>10/01/2024</u>	<u>115D</u> <u>116F</u>	<u>NMO</u> <u>NMO</u>
<u>3061</u>	<u>JUSTICE PROGRAM SR ANALYST</u>	<u> *</u> <u>10/01/2024</u>	<u>108C</u> <u>109E</u>	<u>NMO</u> <u>NMO</u>

*The Executive Office/Clerk of the Board of Supervisors shall insert the effective date for the salary or salary schedule and level in the space provided for the classifications added to Section 6.28.050 of the County Code.

SECTION 2. Pursuant to Government Code Section 25123(f), this ordinance shall take effect immediately upon final passage.

**COUNTY OF LOS ANGELES
POSITION DESCRIPTION**

ITEM# 3072

APPROVAL DATE:

TITLE: Chief Deputy Director, Justice, Care and Opportunities Department (UC)

DEFINITION: The Chief Deputy Director, working closely with the Director, has responsibility for guiding the departmental mission, vision, policy, and strategy as well as directing the operations of the Justice, Care and Opportunities Department (JCOD) to ensure the department leads collaborative system improvement efforts focused on prevention, diversion, and reentry to achieve community safety, wellbeing, and equitable justice.

CLASS STANDARDS: The one position allocable to this class serves as the operations executive for JCOD, building on existing and successful portfolios of work and helping to establish departmental culture and an enhanced organizational infrastructure positioned to lead a comprehensive strategy that cultivates a person-centered, coordinated continuum of care for vulnerable justice-impacted individuals and their communities. This position will optimize performance, quality, and scale, and will produce efficiencies, identify new and aligned opportunities, and communicate equitable impact. This includes ongoing evaluation of effectiveness of departmental policies and operational practices and programs by formulating revisions in policies and developing changes in organization, staffing, work processing, and management information systems, as needed, to increase effectiveness and efficiency and reduce administrative costs.

EXAMPLES OF DUTIES:

Oversees executive leadership responsible for departmental operations such as Adult Programs, Strategic Planning & Special initiatives, External Affairs, and Administration.

Assists the Director in the development and implementation of policies, goals, objectives, and plans such as aligning services designed to prevent individuals from becoming involved with the criminal justice system, coordinating the development and implementation of justice reform policies, and implementing community-based diversion programs.

Assists in directing strategies for staff development and succession planning within the department.

Assists in overseeing the management of critical policy concerns and makes recommendations to the Director for implementation of policy changes to resolve complex issues and/or ensure compliance with evolving legislation.

Assists in directing the administration of the approved budget within authorized appropriation limits.

Assists the Director in the development of changes in organization, staffing, workload, and management information systems to increase effectiveness and efficiency.

Represents the department at meetings or related functions involving other governmental agencies, employee groups, consultants, government officials, community organizations, and stakeholders to ensure the department's alignment with best practices, current technology, and relevant developments in workforce, economic, and related fields.

MINIMUM REQUIREMENTS:

Possession of education and experience that demonstrate the ability to keep current staff engaged, bring new resources to bear, and continue to improve the efficacy and responsiveness to clients. Specifically:

- A Bachelor's degree in Public Administration, Public Policy, Business Administration, Law, or a closely related field -AND- Five years of experience managing complex and diverse organizations, government projects, or programs in fields such as Public Administration, Social Services, legal counsel, community development, and Strategic Planning.

DESIRABLE QUALIFICATIONS:

- An advanced degree in Public Administration, Public Policy, Business Administration, Law, or a closely related field.
- Demonstrated success creating and sustaining collaborative and effective partnerships with diverse group of stakeholders.
- Extensive knowledge of the criminal justice system, health and social service systems, and/or government systems in LA County.
- Knowledge of federal, state, and local statutes, ordinances, regulations, and funding sources relating to the justice system.
- Demonstrated strong written and oral communication and interpersonal skills.
- Ability to build relationships and work effectively with elected officials and their staff; agency staff; law enforcement; justice, health, and social services partners; other County departments; members of the judiciary; and the community.
- Experience in oversight of multimillion-dollar budgets and the direction of management of multiple contracts to maximize resources and create operational efficiencies.
- Results-driven and demonstrable impact in a highly complex bureaucracy or environment.
- Demonstrated success and skills in change leadership within an organization as well as assisting key stakeholders outside the organization in managing the impact of change.
- Demonstrated experience managing a complex and multimillion-dollar public organization, such as directing programmatic leads, communications, public affairs, information technology, data management and analyses, budget, personnel, fiscal, supply and other communications, line functions, and administrative functions of an organization.
- A proven track record of effective leadership during organizational changes.
- Demonstrated experience leveraging data and an equity lens to develop policy and programs that serve and uplift persons and communities that have historically been underserved.
- Ability to facilitate positive outcomes from staff in a nimble and flexible manner by addressing new and complex issues in a dynamic environment.

LICENSE: A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

PHYSICAL CLASS II - LIGHT: Light physical effort which may include occasional light lifting to a 10-pound limit, and some bending, stooping, or squatting. Considerable walking may be involved.



JUSTICE PROGRAM ANALYST

Class Code:
3060

COUNTY OF LOS ANGELES
Established Date:
Revision Date:

SALARY RANGE

\$6,840.00 - \$9,218.00 Monthly

DEFINITION/STANDARDS:

DEFINITION:

Participates in planning, implementing, administering, and evaluating justice programs.

CLASSIFICATION STANDARDS:

This is the journey-level class in the Justice Program Analyst Series. Positions allocable to this classification perform moderately complex to difficult program work directly related to the department's core mission or business. Factors affecting allocation of positions in the Justice Program Analyst Series include but are not limited to scope and complexity of program, number and size of operations and composition of professional, contractor and support staff.

Incumbents perform a variety of custodial setting interviews, analytical, technical, and/or client background research in functional areas impacting the administration of Pretrial and other service-based programs. Positions allocable to this broad-based intermediate-level class require incumbents to utilize communication, analytical and technical skills and abilities while drawing upon knowledge acquired through specialized experience, training, and or education while liaising with the Court, contractors, and clients.

Assignments require the use of discretion and care in the handling of confidential and sensitive information used to support recommendations, as well as professionalism and tact in interacting with clients, client contacts, contractors, Court, law enforcement and/or internal and external stakeholders in the planning and coordination of work efforts. Conclusions reached and recommendations made impact the client, Court, service agencies as well as higher-level decisions.

Justice Program Analyst is distinguished from the higher-level Justice Program Senior Analyst in that the latter is responsible for the solution of complex and difficult problems and making recommendations which have a significant impact on program operations and may also supervise lower-level staff.

Positions allocated typically report to and receive supervision from a Justice Program Senior Analyst or higher and perform assignments in connection with key functional areas justice programs.

EXAMPLES OF DUTIES:

Collects, analyzes, interprets, evaluates and prepares reports on information about technical and complex issues, programs or initiatives (e.g. research reports, policy recommendations, grant applications, budget reports, survey results, focus group data, legislation, laws, County code, State/Federal regulations, client background, service referrals) that serve justice impacted individuals.

Interviews clients in custodial settings to facilitate various court and service provider efforts of identifying client background risk factor and service needs that may impact a judicial decision or client wellbeing, while attempting to seek client concurrence in accepting available services and generating services linkages if services were to be accepted.

Reviews research compiled by others for quality assurance and/or research clients by identifying, locating, and extracting relevant client background data (e.g., by interviewing, searching databases, etc.) from varied sources to formulate various reports and support recommendations to internal/external partners in the processing of justice involved clients.

Helps design and implement program components (e.g., statements of work, outreach materials, stakeholder engagement, training, budget, performance measures).

Monitors and evaluates the performance of programs and initiatives that serve justice impacted individuals.

Prepares a variety of documents (e.g., presentations, reports, training / outreach materials, board correspondence) for internal and internal uses.

Serves as a subject matter expert to various internal and external stakeholders (e.g., administration; program-related staff; stakeholder groups).

Serves as a liaison to various internal and external stakeholders (e.g., administration; program-related staff; stakeholder groups).

Investigates various general inquiries (e.g., complaints, contracts, grants, grievances, audits) related to programs and initiatives that serve justice impacted individuals.

Monitors and adheres to project plans and delivery schedules.

Reviews research compiled by others for accuracy and quality assurance to further help formulate and support client related recommendations to internal and external justice partners and service providers.

Confers with a variety of individuals (e.g., supervisors, vendors, justice partners, client family members, representatives of external agencies/organizations) when gathering information, participating in meetings, training, mediating disputes, making presentations, providing outreach services / advice and/or consultation services, etc. to communicate information, share ideas, present recommended solutions, gain agreement and coordinate activities.

May act as a team lead, assist with training and provide input to supervision regarding the development and revision of training manuals.

REQUIREMENTS:

MINIMUM REQUIREMENTS:

TRAINING AND EXPERIENCE:

Option I: A Bachelor's Degree from an accredited institution in a discipline related to the core business function of the department -AND- two years of experience at the level of Justice Program Associate or equivalent item performing assignments in health, social services, or justice program analysis. A Master's Degree or higher from an accredited institution in a discipline related to the core business function of the department may be substituted for one year of the required experience.

Option II: Four years of experience performing assignments in health, social services, or justice program analysis, two years of which must have been at the level of Justice Program Associate or equivalent item.

Option III: Graduation from an accredited college with a Bachelor's Degree in criminal justice; judicial or public administration; behavioral or social science -AND- two years' experience at the level of Los Angeles County's class of Senior Investigator Aid, Probation organizing and assigning work as a team leader over a group of Investigator Aids -or- three years' experience at the level of Los Angeles County's class of Investigator Aid, Probation. Two additional years of experience may be substituted for the Bachelor's degree.

Option IV: Two years' experience at the level of Investigator, Pretrial Services, Probation.

LICENSE:

A valid California Class C Driver License or the ability to utilize an alternative method of transportation to carry out job-related essential functions.

PHYSICAL CLASS:2 - Light.

OTHER REQUIREMENTS:

SPECIALTY REQUIREMENTS:

Lived Experience: Personal life experience including contact with the justice system, those that have experienced homelessness or were former wards of a child welfare system that improves the County's ability to support populations and communities that have historically been left out of decisions about services and policies that impact them.

COMMENTS:



JUSTICE PROGRAM ASSOCIATE

Class Code:
3059

COUNTY OF LOS ANGELES
Established Date:
Revision Date:

SALARY RANGE

\$5,813.00 - \$7,834.00 Monthly

DEFINITION/STANDARDS:

DEFINITION:

Performs a variety of analytical, technical, and/or confidential and sensitive assignments in core functional areas of justice programs operations and administration.

CLASSIFICATION STANDARDS:

This is the entry-level class in the Justice Program Analyst Series. Positions allocable to this classification receive general supervision while independently carrying out a variety of routine to moderately complex assignments with incumbents exercising responsibility in planning and executing the successive steps required to complete the work. Tasks may require conducting interviews, researching client backgrounds, and/or using analytical methods and techniques along with sound professional judgment in recommending the most appropriate course of action from a set of alternatives. Recommendations made at this level impact higher-level staff, management, and Court decisions. Completed work products are evaluated for technical soundness and conformity to pertinent policies and requirements.

Incumbents perform a variety of interview, analytical, technical, and/or client background research in functional areas impacting the administration of Pretrial and other service-based programs. Positions allocable to this broad-based entry level class requires incumbents to utilize communication, analytical and technical skills and abilities while drawing upon knowledge acquired through specialized experience, training, and or education while liaising with the Court, contractors, and clients.

Assignments require the use of discretion and care in the handling of confidential and sensitive information used to support client recommendations, as well as professionalism and tact in interacting with internal and external higher-level personnel, management, contractors and civilians in the planning and coordination of work efforts.

Assignments made at this level are structured and designed to facilitate the development of broader and more in-depth knowledge and skills in preparation for the assignment of progressively more complex, sensitive, and responsible assignments, as experience is gained. Less experienced personnel would gain experience by interviewing clients, coordinating, and

researching issues while the most experienced personnel could recommend courses of action while liaising with contractors, law enforcement and/or Judicial Magistrates.

Justice Program Associate is distinguished from the higher-level Justice Program Analyst in that the latter performs moderately complex to difficult program work directly related to the department's core mission or business, and their conclusions reached and recommendations made have broader implications and an impact on higher-level decisions.

Positions allocated typically report to and receive supervision from a Justice Program Senior Analyst or higher.

EXAMPLES OF DUTIES:

Research clients by identifying, locating, and extracting relevant client background data (e.g., by interviewing, searching databases, etc.) from varied sources to formulate and support recommendations to internal/external partners in the processing of justice involved clients.

Prepares and compiles information by grouping and/or categorizing relevant data in meaningful ways to facilitate analysis.

Reviews and compares vendor records to contract requirements to help ensure providers abide by their county agreements and help ensure the performance of programs serving justice impacted individuals.

Interacts with a variety of individuals (e.g., supervisors, vendors, representatives of external agencies/organizations) when participating in meetings, mediating disputes, making presentations, providing advice and/or consultation services, etc. to communicate information, share ideas, present recommended solutions, gain agreement and coordinate activities.

Organizes/coordinates internal and external activity while maintaining productivity and other statistics for use by a supervisor in an internal/external performance assessment.

Monitors processes and programs by gathering and analyzing relevant information to ensure that processes are capable, stable, and that programs are proceeding as scheduled/intended.

May help evaluate the effectiveness of various programs by comparing program outcomes to program goals to determine whether to continue, modify, or discontinue processes.

Performs various duties (interviewing, reviewing, communicating, creating/maintaining files, compiling/processing reports, and routing documents, etc.) by appropriately applying Federal and State laws, County and local ordinances, and departmental policies and procedures to ensure all work done complies with established guidelines and requirements.

REQUIREMENTS:

MINIMUM REQUIREMENTS:

TRAINING AND EXPERIENCE:

Option I: A Bachelor's Degree from an accredited college or university -AND- one year of experience performing basic to routine analytical assignments including researching, analyzing,

and communicating information, as well as recommending solutions to problems related to administrative or program support of a functional areas.

Option II: A Master's degree or higher from an accredited college or university in a discipline related to the core business function or mission of the department such as health, social services, or justice programs.

Option III: Four years' experience performing basic to routine analytical assignments which involved interviewing, researching, analyzing, and communicating information, as well as recommending solutions to problems related to the administrative or program support of a functional area.

Option IV: Three years of experience at the level of Senior Investigator Aid, Pretrial Services, Probation -or- Four years of experience at the level of Investigator Aid, Pretrial Services, Probation.

LICENSE:

A valid California Class C Driver License or the ability to utilize an alternative method of transportation to carry out job-related essential functions.

PHYSICAL CLASS:2 - Light.

OTHER REQUIREMENTS:

SPECIALTY REQUIREMENTS:

Lived Experience: Personal life experience including contact with the justice system, those that have experienced homelessness or were former wards of a child welfare system that improves the County's ability to support populations and communities that have historically been left out of decisions about services and policies that impact them.

COMMENTS:



JUSTICE PROGRAM DIRECTOR

Class Code:
3062

COUNTY OF LOS ANGELES

Established Date:

Revision Date:

SALARY RANGE

\$9,241.00 - \$12,452.10 Monthly

DEFINITION/STANDARDS:

DEFINITION:

Supervises a team of analysts planning, implementing administering, and evaluating justice and service-based programs; or oversees a small Countywide justice program

CLASSIFICATION STANDARDS:

This is the principal/supervisory-level class in the Justice Program Analyst Series. Positions allocable to this class typically report to and receive general direction from a program administrator/manager or higher. Positions are distinguished either by responsibility for supervising a team of associates/analysts and other technical and support personnel in the development, implementation, administration, and evaluation of a large program, or by non-supervisory responsibility for these activities for a small countywide program. Factors affecting allocation of positions in the Justice Program Analyst Series include but are not limited to scope and complexity of program, program budget, number and size of contracts, and size and composition of legal, professional, and support staff.

These positions require expert knowledge of principles of program administration, organization, and planning; methodologies, concepts, and practices of the justice system, human services program development, support, and evaluation; and the ability to collect, evaluate, and synthesize data, draw conclusions, and formulate recommendations in connection with community-based service programs; interpret Federal, State, and County legislative regulations and mandates; and establish and maintain effective working relationships with staff, community members, and other public and private agencies; and communicate effectively orally and in writing.

Justice Program Director is distinguished from the lower-level Justice Program Senior Analyst in that the latter requires advanced, but not expert, knowledge of the principles of program administration, organization, and planning, and is responsible for the solution of complex and difficult problems and making recommendations which have a significant impact on program operations, but does not supervise a team of associates/analysts in the development, implementation, administration, and evaluation of a large program, nor has non-supervisory responsibility for these activities for a small countywide program.

EXAMPLES OF DUTIES:

Supervises subordinate staff (e.g., Justice Program Associate, Justice Program Analyst, and Justice Program Senior Analyst).

Collects, analyzes, interprets, and evaluates information about the more technical and complex programs or initiatives (e.g., research reports, policy recommendations, grant applications, budget reports, survey results, focus group data, legislation laws, County code, State/Federal regulations) that serve justice impacted individuals.

May direct, through subordinate staff (e.g., Justice Program Associate, Justice Program Analyst, and Justice Program Senior Analyst), budget preparation, contract administration, and grant acquisition of multiple programs and services.

Oversees the planning, development, and implementation of complex programs and all program components (including but not limited to statements of work, outreach materials, stakeholder engagement, budget, performance measures).

Directs and evaluates the effectiveness of programs and initiatives that serve justice impacted individuals.

Prepares a variety of documents (e.g., presentations, training materials, board correspondence, executive level reports, executive summaries of program effectiveness).

Serves as a liaison to various internal and external stakeholders (e.g., administration; program-related staff; community groups).

Investigates and responds to various higher-level complaints and complex issues (e.g., board complaints, contracts, grants, grievances, audits) related to programs and initiatives.

Leads and facilitates large multidisciplinary task forces and represents department at various internal/external functions or events (e.g., meetings, committees, conferences, public hearings, board meetings).

REQUIREMENTS:**MINIMUM REQUIREMENTS:****TRAINING AND EXPERIENCE:**

Option I: A Bachelor's Degree from an accredited institution in a discipline related to the core business function of the department -AND- five years of experience in the analysis of health, social services, or justice programs, two years of which must have been at the level of Justice Program Senior Analyst. A Master's Degree or higher from an accredited institution in a discipline related to the core business function of the department may be substituted for one year of the required experience.

Option II: Seven years of experience performing assignments in health, social services, or justice program analysis, two years of which must have been at the level of Justice Program Senior Analyst.

Option III: Three years' experience at the level of Senior Investigator, Pretrial Services, Probation.

LICENSE:

A valid California Class C Driver License or the ability to utilize an alternative method of transportation to carry out job-related essential functions.

PHYSICAL CLASS:2 - Light.

OTHER REQUIREMENTS:

SPECIALTY REQUIREMENTS:

Lived Experience: Personal life experience including contact with the justice system, those that have experienced homelessness or were former wards of a child welfare system that improves the County's ability to support populations and communities that have historically been left out of decisions about services and policies that impact them.

COMMENTS:



JUSTICE PROGRAM SENIOR ANALYST

Class Code:
3061

COUNTY OF LOS ANGELES
Established Date:
Revision Date:

SALARY RANGE

\$7,624.00 - \$10,274.00 Monthly

DEFINITION/STANDARDS:

DEFINITION:

Plans, implements, administers, and evaluates justice programs.

CLASSIFICATION STANDARDS:

This is the senior-level class in the Justice Program Analyst Series. Positions allocable to this class are responsible for the solution of complex and difficult problems and making recommendations in areas of resources and personnel utilization, program development, implementation and improvement and the refinement of practices and policies having a significant impact on operations. Positions may also be responsible for supervising or leading a team of analysts and mentoring lower-level staff. Factors affecting allocation of positions in the Justice Program Analyst Series include but are not limited to scope and complexity of program, program budget, number and size of contracts, and size and composition of legal, professional, and support staff.

Positions serve as technical experts and consultants to management for a specific program, and frequently work with State, County, community and city partners to shape and/or develop, and work toward passage and implementation of policies.

These positions require advanced knowledge of principles of program administration, organization, and planning; methodologies, concepts, and practices of justice-based services program development, support, and evaluation; and the ability to collect, evaluate, and synthesize data, draw conclusions, and formulate recommendations in connection with community-based service programs; interpret Federal, State, and County legislative regulations and mandates; and establish and maintain effective working relationships with staff, community members, and other public and private agencies; and communicate effectively orally and in writing.

Justice Program Senior Analyst is distinguished from the higher-level Justice Program Director in that the latter requires expert knowledge of principles of program administration, organization, and planning, and typically supervises a team of associates/analysts in the development, implementation, administration, and evaluation of a large program, or has non-supervisory responsibility for these activities for a small countywide program.

Positions allocable to this class typically report to and receive supervision from a Justice Program Director or higher.

EXAMPLES OF DUTIES:

Collects, analyzes, interprets, and evaluates information about technical and complex programs or initiatives (e.g. research reports, policy recommendations, grant applications, budget reports, survey results, focus group data, legislation, laws, County code, State/Federal regulations) that serve justice impacted individuals.

Designs and implements program components (e.g. statements of work, outreach materials, stakeholder engagement, budget, performance measures).

Monitors and evaluates the performance of programs and initiatives serving the Court and/or justice impacted individuals.

Coordinate outreach efforts.

Prepares a variety of documents (e.g., presentations, reports, outreach / training materials, board correspondence).

Serves as a subject matter expert or liaisons to various internal and external stakeholders (e.g., administration; program-related staff; outreach / stakeholder groups).

Investigates various general inquiries (e.g., complaints, contracts, grants, grievances, audits) related to programs and initiatives that serve justice impacted individuals.

Monitors and adheres to project plans and delivery schedules.

Serves in a lead capacity for staff by performing a full range of administrative, training and leadership tasks.

May analyze current and proposed budgets (e.g., programs and services).

Secures contracted services or grant funding for programs and initiatives.

May supervise subordinate staff (e.g., clerical, Justice Program Associate, Justice Program Analyst).

REQUIREMENTS:

MINIMUM REQUIREMENTS:

TRAINING AND EXPERIENCE:

Option I: A Bachelor's Degree from an accredited institution in a discipline related to the core business function of the department -AND- four years of experience in the analysis of health, social services, or justice programs, two years of which must have been at the level of Justice Program Analyst. A Master's Degree or higher from an accredited institution in a discipline related to the core business function of the department may be substituted for one year of the required experience.

Option II: Six years of experience performing assignments in health, social services or justice program analysis, two years of which must have been at the level of Justice Program Analyst.

Option III: Three years' experience at the level of Investigator, Pretrial Services, Probation.

Option IV: One year's experience at the level of Senior Investigator, Pretrial Services, Probation.

LICENSE:

A valid California Class C Driver License or the ability to utilize an alternative method of transportation to carry out job-related essential functions.

PHYSICAL CLASS:2 - Light.

OTHER REQUIREMENTS:

SPECIALTY REQUIREMENTS:

Lived Experience: Personal life experience including contact with the justice system, those that have experienced homelessness or were former wards of a child welfare system that improves the County's ability to support populations and communities that have historically been left out of decisions about services and policies that impact them.

COMMENTS:

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	9/27/2023							
BOARD MEETING DATE	10/17/2023							
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input checked="" type="checkbox"/> 4 th <input type="checkbox"/> 5 th							
DEPARTMENT(S)	Sheriff							
SUBJECT	5-year lease amendment for renewal of 22,880 square feet of office space and 92 on site parking spaces at 9900 Norwalk Boulevard, Santa Fe Springs, CA 90670							
PROGRAM	Fraud and Cyber Crimes Bureau (FCCB)							
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No							
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: N/A							
DEADLINES/ TIME CONSTRAINTS	The current lease is set to expire October 29, 2023 and Landlord is insisting that a new amendment be executed prior to lease expiration.							
COST & FUNDING	<table border="1"> <tr> <td>Total cost: \$3,213,000</td> <td>Funding source: California Office of Emergency Services (Cal-OES)</td> </tr> <tr> <td colspan="2">TERMS (if applicable): The proposed lease amendment will have an annual cost of \$593,100 for the first year, where the landlord will be responsible for all operating expenses, including utilities, janitorial, repair and maintenance to the building.</td> </tr> <tr> <td colspan="2">Explanation: The rental costs will be fully funded by California Office of Emergency Services (Cal-OES) that is already included in the Sheriff's existing budget. Sheriff will not be requesting additional NCC for this action.</td> </tr> </table>		Total cost: \$3,213,000	Funding source: California Office of Emergency Services (Cal-OES)	TERMS (if applicable): The proposed lease amendment will have an annual cost of \$593,100 for the first year, where the landlord will be responsible for all operating expenses, including utilities, janitorial, repair and maintenance to the building.		Explanation: The rental costs will be fully funded by California Office of Emergency Services (Cal-OES) that is already included in the Sheriff's existing budget. Sheriff will not be requesting additional NCC for this action.	
Total cost: \$3,213,000	Funding source: California Office of Emergency Services (Cal-OES)							
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Explanation: The rental costs will be fully funded by California Office of Emergency Services (Cal-OES) that is already included in the Sheriff's existing budget. Sheriff will not be requesting additional NCC for this action.								
PURPOSE OF REQUEST	Approval of the recommended actions will authorize and provide continued use of office space for the Sheriff's Department.							
BACKGROUND (include internal/external issues that may exist including any related motions)	The County has leased the subject location since March 2004. The facility adequately meets the office space needs of the Sheriff's Department.							
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:							
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:							
DEPARTMENTAL CONTACTS	Alexandra Nguyen-Rivera, Section Chief, Leasing 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"

October 17, 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:

**FIVE-YEAR LEASE AMENDMENT
SHERIFF'S DEPARTMENT
9900 NORWALK BOULEVARD, SANTA FE SPRINGS
(FOURTH DISTRICT) (3 VOTES)**

SUBJECT

Approval of a proposed five-year lease amendment to renew an existing lease to provide the Sheriff's Department (Sheriff) continued use of 22,880 square feet of office space and 92 on-site parking spaces for the Fraud and Cyber Crimes Bureau (FCCB).

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed lease amendment is exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and in the record of the project.
2. Authorize the Chief Executive Officer, or her designee, to execute the proposed lease amendment with BPREP Colonnade LLC, a Delaware limited liability company (Landlord), for approximately 22,880 square feet of office space and 92 on-site parking spaces located at 9900 Norwalk Boulevard, Santa Fe Springs, (Premises) to be occupied by the Sheriff. The estimated maximum first year base rental cost is \$593,100. The estimated total proposed lease amendment cost is \$3,213,000 over the five-year term. The rental costs will be fully funded by California Office of Emergency Services funds that are already included in the Sheriff's existing budget. The Sheriff will not be requesting additional net County cost 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 amendment, and to take actions necessary and appropriate to implement the proposed lease amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Sheriff has occupied the Premises since March 2004. The Premises serves as both an administrative function and direct service for FCCB. FCCB is a team of professionals comprised of local, State, and Federal law enforcement agencies, that investigate computer related crimes, and who collaborate to provide expert and comprehensive investigation, forensics, support, training, and research on crimes involving digital devices and the internet for all of the County. FCCB assists all units of the Sheriff and other agencies within the County with any cyber-related criminal investigations.

The Premises houses a total of 68 staff members or employees for FCCB. The current lease expires October 29, 2023. This proposed lease amendment will commence on October 30, 2023, allowing the existing lease to continue for an additional five years. Due to the sensitive, confidential nature of the work performed by the FCCB, teleworking and co-working space for this requirement are not suitable options.

The proposed lease amendment will enable the Sheriff to remain and serve the County, avoid relocation costs, interruption of services, and higher rental rates. The location is centrally located and is near public bus transportation routes.

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 amendment is also consistent with Strategic Asset Management Goal – Prioritize needs to optimize highest and best use of assets and Key Objective No. 1 – Maintain Asset Inventory.

The proposed lease amendment supports the above goals and objective by renewing the use of an existing facility that includes proper accommodations for office and ancillary space in a centrally located facility that is accessible for employees and clients.

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

FISCAL IMPACT/FINANCING

The estimated maximum first year base rental cost is \$593,100, which includes parking at no additional cost. The aggregate cost associated with the proposed lease amendment over the entire 5-year term is \$3,213,000 as shown on Enclosure B-1. The proposed lease amendment costs for the first year will be fully funded by California Office of Emergency Services funds that is already included in the Sheriff's existing budget.

Sufficient funding to cover the proposed rent for the first year of the proposed lease amendment term is included in the Fiscal Year 2023-24 Rent Expense budget and will be billed back to the Sheriff. The Sheriff has sufficient funding in its Fiscal Year 2023-24 Operating Budget to cover the proposed rent for the first year. Future funding for the costs associated with the proposed lease amendment will be addressed through the annual budget process for the Sheriff.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

- Upon commencement of the proposed lease amendment, the annual rental rate will increase from \$19.26 per square foot, per year to \$25.92 per square foot, per year. Base rent is subject to fixed annual increases of 4 percent.
- The Landlord will provide a non-reimbursable tenant allowance of \$20 per rentable square foot or \$457,600 for refurbishment of and refreshing the Premises.
- The Landlord is responsible for all operating and maintenance costs of the Premises and all utilities and janitorial costs. The County has no responsibility for any operating and maintenance costs.
- The proposed lease amendment includes 92 on-site parking spaces in the base rent at no additional cost.
- Holdover at the proposed lease amendment's expiration is permitted on the same lease terms and conditions, except the monthly base rent during the holdover period will be increased by 50 percent of the base rent at the time of the lease expiration. The Landlord agrees to credit the County the 50 percent base rent paid to the Landlord during the holdover period if the County renews the proposed lease amendment.
- A comparison of the existing lease and the option terms is shown in Enclosure B-2.

- The County does not have the right to terminate the proposed lease amendment early.
- The proposed lease amendment will be effective upon approval by the Board and full execution of the proposed lease amendment, but the new term and rent will commence October 30, 2023.

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 base annual rental rate of \$25.92 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.

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

The proposed lease amendment will continue to provide a suitable location for the Sheriff's 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 amendment, 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 amendment will adequately provide the necessary office space and parking for this County requirement. The Sheriff concurs with the proposed lease amendment and recommendations.

Respectfully submitted,

FESIA A. DAVENPORT
Chief Executive Officer

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

Enclosures

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

**SHERIFF'S DEPARTMENT
9900 NORWALK BLVD., SANTA FE SPRINGS**

Asset Management Principles Compliance Form¹

1.	<u>Occupancy</u>		Yes	No	N/A
	A	Does lease consolidate administrative functions? ²			X
	B	Does lease co-locate with other functions to better serve clients? ²			X
	C	Does this lease centralize business support functions? ²			X
	D	Does this lease meet the guideline of 200 sq. ft of space per person? ² Based on 68 employees, 336 sq. ft of space per person due to lab space, data center, conference room, and storage area.		X	
	E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? ² 92 parking spots is a ratio of 3.19/1,000		X	
	F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location? ²	X		
2.	<u>Capital</u>				
	A	Is it a substantial net County cost (NCC) program?		X	
	B	Is this a long-term County program?	X		
	C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?		X	
	D	If no, are there any suitable County-owned facilities available?		X	
	E	If yes, why is lease being recommended over occupancy in County-owned space?			X
	F	Is Building Description Report attached as Enclosure C?	X		
	G	Was build-to-suit or capital project considered? ²			X
3.	<u>Portfolio Management</u>				
	A	Did department utilize CEO Space Request Evaluation (SRE)?	X		
	B	Was the space need justified?	X		
	C	If a renewal lease, was co-location with other County departments considered?	X		
	D	Why was this program not co-located with other County departments?			
		1. ____ The program clientele requires a "stand alone" facility.			
		2. ____ No suitable County occupied properties in project area.			
		3. X 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? ²	X		
	F	Has growth projection been considered in space request?	X		
	G	¹ Has the Dept. of Public Works completed seismic review/approval?	X		
¹ As approved by the Board of Supervisors 11/17/98					
² If not, why not?					

ENCLOSURE B-1

OVERVIEW OF THE PROPOSED BUDGETED LEASE COSTS						
9900 Norwalk Blvd., Santa Fe Springs, CA						
Sherriff's Department						
Basic Lease Assumptions						
Leased Area (sq.ft.)	22,880					
	Monthly	Annual				
Rent (per sq. ft.) ⁽¹⁾	\$2.16	\$25.92				
Rent Amount (\$)	\$49,420.80					
Term (Month/Years)	60 months					
Annual Rent Adjustment	4%					
	1st Year	2nd Year	3rd Year	4th Year	5th Year	Total 5 Year Rental Costs
Annual Base Rent Costs ⁽¹⁾	\$593,050	\$616,772	\$641,442	\$667,100	\$693,784	\$3,213,000
Total Annual Lease Costs	\$593,050	\$616,772	\$641,442	\$667,100	\$693,784	\$3,213,000
Footnotes						
⁽¹⁾ The Base Rent is subject to fixed increases of 4%.						
*Calculation note: All numbers are rounded up to ensure sufficient funds available to pay the specified expense.						

COMPARISON OF THE PROPOSED LEASE AMENDMENT TO EXISTING LEASE

	Existing Lease: 9900 Norwalk Blvd.	Proposed Lease Amendment: 9900 Norwalk Blvd.	Change
Area (Square Feet)	22,880 sq.ft.	22,880 sq.ft.	None
Term (years)	5 years	5 years	None
Annual Base Rent ⁽¹⁾ (Base rent includes 92 parking spaces)	\$440,707	\$593,050	+\$152,343 annually
County's TI Allowance	\$114,000	\$457,600	\$343,000
Total Annual Lease Costs payable to Landlord	\$440,707	\$593,050	+\$152,343
Rental rate adjustment	Annual CPI adjustments capped at 3 percent.	Fixed annual increases of 4 percent.	Fixed annual increases of 4 percent.

**SHERIFF'S DEPARTMENT
9900 NORWALK BOULEVARD, SANTA FE SPRINGS
SPACE SEARCH – 5 MILE RADIUS**

Property ID	Name	Address	Ownership Type	Gross Sq FT	Net Sq FT	Vacant
6335	Probation - Rio Hondo Area Office	8240 S Broadway Ave Whittier 90606	Owned	19997	12492	None
D221	DPSS - Norwalk WS District Office	12727 Norwalk Blvd Norwalk 90650	Leased	40500	29358	None
A176	Health Services - Ems	10100 Pioneer Blvd Santa Fe Springs 90670	Leased	41720	39634	None
A358	DPSS - Information Technology Division (ITD)	14714 Carmenita Rd Norwalk 90650	Leased	44250	42038	None
A355	DCFS - Santa Fe Springs (SPA 7)	10355 Slusher Dr Santa Fe Springs 90670	Leased	65568	49743	None
A068	DPSS - Norwalk Government Center (aka Bechtel Building)	12440 E Imperial Hwy Norwalk 90650	Leased	216324	197823	None
D812	PW - Inc City Office (Santa Fe Springs)	11710 Telegraph Rd Santa Fe Springs 90670	Gratis Use	221285	221285	None
5685	CEO - Norwalk Courthouse	12720 Norwalk Blvd Norwalk 90650	CA State & LA County	225008	137779	None
X168	Harry Hufford Registrar - Recorder/Co Clerk Building	12400 E Imperial Hwy Norwalk 90650	Financed	262510	240600	None
6059	PD - Downey Admin Center - Administrative Center Building	9150 E Imperial Hwy Downey 90242	Owned	327971	246733	None

FACILITY LOCATION POLICY ANALYSIS

Proposed lease amendment: Lease amendment for the Department of Sheriff at 9900 Norwalk Blvd., Santa Fe Springs – 4th District.

A. Establish Service Function Category – Fraud and Cyber Crimes Bureau

B. Determination of the Service Area – The existing office space has been occupied since 2004. The proposed lease amendment will provide Sheriff with continued use of 22,880 square feet of office space and 92 on-site parking spaces.

C. Apply Location Selection Criteria to Service Area Data

- Need for proximity to service area and population: This location meets the needs of Sheriff and remains in an appropriate area.
- 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 transportation.
- Availability of affordable housing for County employees: The surrounding area provides for affordable housing and rental opportunities.
- Use of historic buildings: N/A
- Availability and compatibility of existing buildings: There are no alternative existing County buildings available to meet all of the Sheriff's 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 amendment over the entire term is \$3,213,000.

**AMENDMENT No. 2 TO LEASE No. 74766
SHERIFF'S DEPARTMENT
9900 NORWALK BOULEVARD, SANTA FE SPRINGS**

THIS AMENDMENT No. 2 to Lease No. 74766 ("Amendment" or "Amendment No. 2") is made and entered into this _____ day of October, 2023 ("**Amendment No. 2 Effective Date**") by and between **BPREP COLONNADE LLC**, a Delaware 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, Tenant and SVN-NOBBS, LLC, a California limited liability company ("**Original Landlord**"), entered into that certain Lease Agreement dated March 3, 2004 ("**Lease No. 74766**"), for the lease of approximately 22,880 rentable square feet of space (as more particularly described in Lease No. 74766, the "**Premises**") located within that certain building having an address of 9900 Norwalk Boulevard, Santa Fe Springs, California 90670 (the "**Building**"), which Building is part of that larger park or project commonly known as Colonnade Business Park (the "**Project**").

B. WHEREAS, Tenant and COLONNADE-NOBBS, LLC, a California limited liability company ("**Colonnade-Nobbs**") and the successor-in-interest to Original Landlord and predecessor-in-interest to Landlord, entered into that certain Amendment No. 1 to Lease No. 74766 dated October 30, 2018 (as so amended, Lease No. 74766 is referred to herein as the "**Lease**"; all capitalized terms not otherwise defined herein shall have the meaning for such terms set forth in the Lease).

C. WHEREAS, Landlord and Tenant desire to renew and make modifications to the Lease, and Landlord further desires to make certain representations and warranties concerning the ownership of the Premises.

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:

AGREEMENT

1. Ownership of Property. Landlord hereby represents and warrants to Tenant that fee simple title to the Property has been conveyed to and is vested in Landlord, and that Landlord is the sole legal successor-in-interest to Colonnade-Nobbs under the Lease. Landlord further represents and warrants to Tenant that no other individuals, trusts or entities, are needed to give effect to Landlord's agreements contained in this Amendment No. 2 or to make this Amendment No. 2 a fully binding obligation of Landlord with respect to the Premises and the Lease. Without limiting any of the other indemnities in the Lease, Landlord agrees to defend, indemnify, protect and hold harmless Tenant and its officials, employees and agents ("**Tenant Parties**"), against any and all actions, suits, proceedings, claims, demands, losses, costs or liabilities of any kind which may be brought, made, filed against or imposed upon the Tenant Parties or any of them resulting from a breach of any of the representations and warranties contained in this Paragraph.

2. **Extension of Term.** Notwithstanding anything to the contrary in the Lease, the Lease is hereby amended to extend the Term for an additional five (5) years commencing on October 30, 2023 ("**Second Extension Commencement Date**"). The Lease shall expire at midnight on October 29, 2028 ("**Lease Expiration Date**"). The period of time commencing on the Second Extension Commencement Date and terminating on the Lease Expiration Date shall be referred to herein as the "**Second Extension Term.**" Notwithstanding the foregoing extension of the Term and except as may be otherwise expressly set forth in this Amendment No. 2, any improvement allowances, termination rights (other than as set forth in Paragraph 9 following a casualty and in Paragraph 17 following a condemnation), rent abatements, rights of first offer or refusal to lease additional space within the Building or the Project, or other incentives and concessions applicable to the Premises during the current Term pursuant to the Lease shall not be applicable or of any force or effect from and after the Amendment No. 2 Effective Date through the remainder of the Term (as extended by the Second Extension Term), nor shall Tenant have any further rights to extend or renew the Term (and any options or rights of Tenant to extend or renew the Term that are set forth in the Lease are hereby void and of no further force or effect).

3. **Basic Rent.** As of the Second Extension Commencement Date, the Basic Rent as set forth in Paragraph 1(i) of the Lease is amended to Forty-Nine Thousand Four Hundred and Twenty Dollars and Eighty Cents (\$49,420.80) per month, i.e., \$2.16. per square foot month.

4. **Basic Rent Adjustments.** Notwithstanding anything to the contrary in the Lease, Paragraphs 5(a), 5(b), 5(c), and 5(d) are hereby deleted in their entirety and a new Paragraph 5(a) shall be inserted as follows:

"5(a). **Basic Rent Adjustment.** The Basic Rent during the Second Extension Term is subject to adjustments as follows: Fixed four percent (4%) annual Basic Rent increases beginning on the first anniversary of the Second Extension Commencement Date, with four percent (4%) annual Basic Rent increases every anniversary of the Second Extension Commencement Date thereafter."

5. **Holdover.** As of the Second Extension Commencement Date, Paragraph 7 of the Lease, Holdover, is amended by deleting it in its entirety and replacing with the following new paragraph 7:

"7. HOLDOVER

If Tenant fails to vacate and surrender possession of the Premises or any part thereof in the condition required under the Lease on or before the Lease Expiration Date, such holdover by Tenant shall become a tenancy which is terminable only upon ninety (90) days written notice from Landlord or sixty (60) days written notice from the Chief Administrative Officer of Tenant at a monthly Basic Rent amount equal to 150% of the last monthly Basic Rent payable by Tenant prior to the holdover period payable under this Lease (as such Basic Rent may be adjusted from time to time in accordance with this Lease), plus all other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease. In the event that Tenant does hold over in the Premises beyond the Lease Expiration Date and the parties ultimately agree, in their sole discretion, to renew or extend the Term of the Lease, Tenant shall be credited the additional 50% in Basic Rent paid by Tenant during the holdover period, if any, against any Basic Rent payable by Tenant under the Lease during any such extension or renewal period."

6. **Landlord's Maintenance.** Promptly following the Amendment No. 2 Effective Date, Landlord shall promptly perform, without cost or expense to Tenant, the following maintenance and repair items within the Premises (collectively, "**Landlord's Maintenance**"):

- (i) Patch all holes where window coverings were removed;
- (ii) Service and/or repair as necessary all HVAC units serving the Premises;
- (iii) Repair all water stains on ceilings and walls as needed; and
- (iv) Provide extermination services for mice and cockroach infestation.

7. **Landlord's Allowance Work.**

(a) **Description.** Promptly following the Amendment No. 2 Effective Date and subject to the terms and conditions of this Amendment No. 2, Landlord shall perform (or cause to be performed) the following work within the Premises (collectively, "**Landlord's Allowance Work**"):

- (i) Installation of dedicated air conditioning for the server room;
- (ii) New Carpet and Paint throughout the Premises;
- (iii) Replace and upgrade interior lighting;
- (iv) Installation of a shower pursuant to mutually agreeable plans;
- (v) Installation of roll-up security grill on interior of windows for added security; and
- (vi) Installation of keypad access by the exit doors in the TRAP and main exit areas.

(b) **Landlord's Allowance Work Costs Generally.** Landlord will pay all applicable Landlord's Allowance Work Costs (as hereafter defined) without reimbursement by Tenant, except to the extent that the amount of the Landlord's Allowance Work Costs exceeds the amount of the Tenant Allowance as set forth in Paragraph 7(c) below. For purposes of this Amendment No. 2, "**Landlord's Allowance Work Costs**" shall mean all out-of-pocket third-party costs incurred by Landlord in connection with construction of Landlord's Allowance Work, including, without limitation, expenses related to (i) design of Landlord's Allowance Work, including, without limitation, preparation of the Proposed Plans (as hereafter defined), (ii) obtaining building permit fees, (iii) all commercially reasonable costs and expenses charged by contractors, including, without limitation costs of labor and materials, to complete Landlord's Allowance Work using a "Guaranteed Maximum Price" contract, and (iv) obtaining easements or variances; provided, however, that any construction management fee payable in connection with Landlord's Allowance Work shall be expressly excluded from Landlord's Allowance Work Costs and shall be paid by Landlord without charge against the Tenant Allowance or pass-through to Tenant.

(c) **Tenant Allowance.** Subject to the terms and conditions of this Paragraph 7: (i) Landlord will be responsible for Landlord's Allowance Work Costs only up to an amount equal to

\$457,600 (i.e., \$20.00 per RSF of the Premises) (the "**Tenant Allowance**"); (ii) upon completion of the Landlord Allowance Work in accordance with the terms of this Amendment No. 2, any unused portion of the Tenant Allowance shall be the sole property of Landlord and Tenant shall have no rights thereto; and (iii) if any portion of the Tenant Allowance is not utilized on or before the second (2nd) anniversary of the Amendment No. 2 Effective Date for any reason other than Landlord's breach of its obligations under this Paragraph 7 regarding Landlord's Allowance Work, the unused portion of the Tenant Allowance will be forfeited by Tenant.

(d) Plans and Specifications.

(i) Within thirty (30) days after the Amendment No. 2 Effective Date, Landlord will prepare and submit to Tenant a set of plans and specifications and/or construction drawings (collectively, the "**Proposed Plans**" for Landlord's Allowance Work.

(ii) Tenant will have fifteen (15) days after receipt of the Proposed Plans in which to review and to give to Landlord written notice of either its approval of, or requested changes to, the Proposed Plans. Tenant's approval of the Proposed Plans shall not be unreasonably withheld, and if Tenant fails to approve or request changes to the Proposed Plans within such time period, then Tenant will be deemed to have approved the Proposed Plans and the same will thereupon be final. If Tenant requests any changes to the Proposed Plans, Landlord will make those changes which are reasonably requested by Tenant and will submit the revised portion of the Proposed Plans to Tenant for approval by Tenant in accordance with the above terms of this subparagraph (d)(ii). The Proposed Plans, as initially approved or deemed approved by Tenant in accordance with this subparagraph (d), are referred to in this Amendment No. 2 as the "**Plans and Specifications.**"

(e) Estimated Landlord's Allowance Work Costs. Following the initial approval (or deemed approval) of the Plans and Specifications by the parties, Landlord will promptly compile and deliver to Tenant a written summary of the Landlord's Allowance Work Costs that Landlord reasonably estimates it will incur to complete Landlord's Allowance Work in accordance with this Amendment No. 2 (the "**Estimated Landlord's Allowance Work Costs**"). If the Estimated Landlord's Allowance Work Costs exceed the amount of the Tenant Allowance, Tenant will have a commercially reasonable amount of time following receipt of the Estimated Landlord's Allowance Work Costs, not to exceed sixty (60) days, to work with Landlord, Landlord's architect and Landlord's contractor as necessary to revise the scope of Landlord's Allowance Work and "value engineer" the Plans and Specifications such that the Estimated Landlord's Allowance Work Costs, as revised to take into account any such revisions to the Plans and Specifications agreed to by the parties (including the costs of preparing such revisions), do not exceed the amount of the Tenant Allowance. Landlord will not be required to proceed with Landlord's Allowance Work unless and until: (i) Landlord and Tenant have approved the Estimated Landlord's Allowance Work Costs, as same may be revised as described in the foregoing sentence; and (ii) the approved Estimated Landlord's Allowance Work Costs do not exceed the Tenant Allowance.

(f) Performance. Landlord will cause Landlord's Allowance Work to be performed with reasonable speed and diligence (subject to the terms of this Amendment No. 2 and force majeure delays and delays caused by the Tenant), in a good and workmanlike manner and in accordance with all applicable federal, state and local statutes, ordinances, rules, regulations, orders and requirements. Provided Landlord uses commercially reasonable, good faith efforts to cause Landlord's Allowance Work to be completed in accordance with the terms of this Amendment No. 2, no liability whatsoever shall arise or accrue against Landlord by reason of its failure to complete the Landlord's Allowance Work within a stated timeframe (and such failure

shall in no event affect the obligations of Tenant hereunder), and Tenant hereby releases and discharges Landlord from and of any claims for damage, loss, or injury of every kind whatsoever in connection with any such failure.

(g) Landlord Access to Premises. Landlord shall coordinate access to the Premises with Tenant's assigned CEO Project Manager in advance in order to perform Landlord's Maintenance and Landlord's Allowance Work, and Landlord and Tenant shall cooperate in good faith to schedule and coordinate Landlord's Maintenance and Landlord's Allowance Work around Tenant's highly sensitive and confidential operations, or work being performed by Tenant in the Premises. Landlord shall not be liable for inconvenience, annoyance, disturbance or other damage to Tenant by reason of the performance of such work in the Premises or on account of bringing materials, supplies and equipment into or through the Premises during the course thereof, and the obligations of Tenant under the Lease shall not thereby be affected, provided that Landlord shall use commercially reasonable efforts to minimize any disturbance or interference to Tenant's use and enjoyment of the Premises.

8. Janitorial Services. Landlord shall ensure that all contractors hired by Landlord or Landlord's property manage to provide janitorial services to the Building and the Premises have undergone background security checks.

9. Landlord's Addresses for Notice. The Lease is hereby amended to provide that Landlord's addresses for notices under the Lease shall be:

BPREP COLONNADE LLC
c/o Brookfield Properties
2101 Rosecrans Avenue
Suite 6250
El Segundo, CA 90245
Attention: Real Estate Management – West Region
Email: Joonas.Partanen@brookfieldproperties.com

AND

BPREP COLONNADE LLC
c/o Brookfield Properties
1180 Peachtree Street NE
Suite 1575
Atlanta, GA 30309
Attention: Deputy General Counsel
Email: Carly.Smith@brookfieldproperties.com

WITH A COPY TO:

BPREP COLONNADE LLC
c/o Jones Lang LaSalle Americas, Inc.
10960 Grantchester Way, Suite 540
Columbia, MD 21044
Attention: Amy Lacock
Email: Amy.Lacock@am.jll.com

10. California CASp Disclosure.

(a) Disclosure. For purposes of Section 1938(a) of the California Civil Code, Landlord hereby discloses to Tenant, and Tenant hereby acknowledges, that the Premises have not undergone inspection by a Certified Access Specialist ("**CASp**").

(b) Notice. In addition, the following notice is hereby provided pursuant to Section 1938(e) of the California Civil Code:

"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."

In connection with such notice:

1. Tenant, having read such notice and understanding Tenant's right to request and obtain a CASp inspection and with advice of counsel, hereby elects not to obtain such CASp inspection and forever waives its rights to obtain a CASp inspection with respect to the Premises or any other portion of the Project to the extent permitted by Governmental Requirements; and

2. If the waiver set forth in clause (A) above is not enforceable pursuant to applicable Laws, then Landlord and Tenant agree as follows (which constitute the mutual agreement of the parties as to the matters described in the last sentence of Section 1938(e) of the California Civil Code): (1) Tenant shall have the one-time right to request for and obtain a CASp inspection, which request must be made, if at all, in a written notice delivered by Tenant to Landlord on or before five (5) business days after the Amendment No. 2 Effective Date; (2) any CASp inspection timely requested by Tenant shall be conducted (a) between the hours of 9:00 a.m. and 5:00 p.m. Pacific time on any business day, (b) only after ten (10) days' prior written notice to Landlord of the date of such CASp inspection, (c) in a professional manner by a CASp designated by Landlord and without any testing that would damage the Premises or any other portion of the Project in any way, and (d) at Tenant's sole cost and expense, including, without limitation, Tenant's payment of the fee for such CASp inspection, the fee for any reports prepared by the CASp in connection with such CASp inspection (collectively, the "**CASp Reports**") and all other costs and expenses in connection therewith; (3) Tenant shall deliver a copy of any CASp Reports to Landlord within two (2) business days after Tenant's receipt thereof; and (4) Tenant, at its sole cost and expense, shall be responsible for making any improvements, alterations, modifications and/or repairs disclosed by such CASp inspection.

11. 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.

12. 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 No. 2, and (c) all persons signing on behalf of the Landlord entity were authorized to do so by appropriate actions.

13. 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.

14. Brokers. Landlord and Tenant each represents and warrants to the other that, except for Jones Lang LaSalle Brokerage, Inc., representing Landlord, and CBRE, Inc., representing Tenant, neither party has engaged or had any conversations or negotiations with any broker, finder or other third party concerning the matters set forth in this Amendment No. 2 who would be entitled to any commission or fee based on the execution of this Amendment No. 2. Landlord and Tenant each hereby indemnifies the other against and from any claims for any brokerage commissions and all costs, expenses and liabilities in connection therewith, including, without limitation, reasonable attorneys' fees and expenses, for any breach of the foregoing representations and warranties set forth in this Paragraph. The indemnity set forth in this Paragraph shall survive the termination of the Lease for any reason.

15. Ratification of Lease. Except as explicitly modified by this Amendment No. 2, all of the terms and provisions of the Lease are and remain in full force and effect. As amended hereby, the Lease is hereby ratified and confirmed by Landlord and Tenant.

16. Inconsistencies. To the extent the terms of this Amendment No. 2 are inconsistent with the terms of the Lease, the terms of this Amendment No. 2 shall control. As the context requires, all references to the "Lease" in this Amendment No. 2 shall mean the Lease as amended hereby. In the event of a conflict between the Lease and this Amendment No. 2, the terms of this Amendment No. 2 shall control. The covenants, agreements, terms and conditions contained in this Amendment No. 2 shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

17. Governing Law and Venue. This Amendment No. 2 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. 2 shall be conducted in the County of Los Angeles, State of California.

18. Amendment No. 2 Effective Date. For purposes of this Amendment No. 2, the term "**Amendment No. 2 Effective Date**" as used herein shall mean the date upon which this Amendment is signed by Landlord and Tenant, whichever is later.

19. Counterparts; Electronic Signatures. This Amendment No. 2 and any other document necessary for the consummation of the transaction contemplated by this Amendment No. 2 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. 2 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. 2 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. 2 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. 2 based on the foregoing forms of signature. If this Amendment No. 2 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.


20. EFFECTIVENESS OF AMENDMENT. THIS AMENDMENT NO. 2 SHALL ONLY BECOME EFFECTIVE UPON THE FULL EXECUTION AND DELIVERY OF A COUNTERPART HEREOF BY EACH OF LANDLORD AND TENANT. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR THE LEASE, UNLESS TENANT DELIVERS TO LANDLORD A COUNTERPART OF THIS AMENDMENT NO. 2 FULLY EXECUTED BY TENANT ON OR BEFORE 5:00 P.M. PACIFIC TIME ON OCTOBER 31, 2023: (1) ANY COUNTERPART HEREOF EXECUTED BY LANDLORD AND DELIVERED TO TENANT PRIOR TO SUCH DATE AND TIME SHALL AUTOMATICALLY BE DEEMED NULL AND VOID, AND ANY OFFER (OR DEEMED OFFER) BY LANDLORD TO ENTER INTO THIS AMENDMENT NO. 2 BY VIRTUE OF LANDLORD'S DELIVERY OF SUCH EXECUTED COUNTERPART TO TENANT SHALL AUTOMATICALLY BE DEEMED FULLY WITHDRAWN AND OF NO FURTHER FORCE OF EFFECT; AND (2) THE TERM OF THIS LEASE WILL HAVE EXPIRED ON OCTOBER 31, 2023.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, Landlord's and Tenant's duly authorized representatives have executed this Amendment No. 2 to Lease No. 78546 or caused it to be executed, effective as of the Amendment No. 2 Effective Date.

LANDLORD:

BPREP COLONNADE LLC, a Delaware
limited liability company

By: 
Joonas Partanen, its Senior Vice
President

Date Executed: August __, 2023 September 6, 2023

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT
Chief Executive Officer

By: _____
John Cooke
Assistant Chief Executive Officer

Date Executed: October __, 2023

ATTEST:

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

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Senior Deputy

[SIGNATURE PAGE 1 OF 1 TO AMENDMENT No. 2 TO LEASE No. 74766]

D. Analyze results and identify location alternatives.

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 base annual rental rate of \$25.92 per square foot, per year for the proposed lease amendment represents a rate that is within the market range for the area. Further, relocation to a new building would require costly new tenant improvements and disrupt services. We recommend the proposed Premises 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 amendment will provide adequate and efficient office space for 68 employees consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012.

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	9/27/2023			
BOARD MEETING DATE	10/17/2023			
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input checked="" type="checkbox"/> 5 th			
DEPARTMENT(S)	DPSS & Agricultural Commissioner Weights & Measures			
SUBJECT	A proposed new eight-year lease to renew existing 25,166 square feet of office space and 137 on-site parking spaces at 335-337 East Avenue K-10, Lancaster, CA 93535			
PROGRAM	DPSS-GROW program and ACWM programs include Weed Abatement, Pest Management, Weights and Measures, Pest Exclusion and Produce Quality, and Pesticide Use Enforcement			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: N/A			
DEADLINES/ TIME CONSTRAINTS	Lease has been month-to-month holdover since 12/31/2022, with no fee.			
COST & FUNDING	<table border="1"> <tr> <td>Total cost: \$6,935,000</td><td>Funding source: DPSS's 94% share of lease costs will be fully funded by State and Federal funds and Agricultural Commissioner Weights and Measures' 6% share of lease costs will be fully funded by revenue generated by existing contracts. Both departments include it as part of their existing budgets and will not be requesting additional NCC</td></tr> </table>		Total cost: \$6,935,000	Funding source: DPSS's 94% share of lease costs will be fully funded by State and Federal funds and Agricultural Commissioner Weights and Measures' 6% share of lease costs will be fully funded by revenue generated by existing contracts. Both departments include it as part of their existing budgets and will not be requesting additional NCC
Total cost: \$6,935,000	Funding source: DPSS's 94% share of lease costs will be fully funded by State and Federal funds and Agricultural Commissioner Weights and Measures' 6% share of lease costs will be fully funded by revenue generated by existing contracts. Both departments include it as part of their existing budgets and will not be requesting additional NCC			
	TERMS (if applicable): The proposed lease will have an annual cost of \$523,000 for the first year, where the landlord will be responsible for repair and maintenance of the building. The County will continue to be responsible for utilities and janitorial expenses. Explanation: Sufficient funding to cover the proposed rent for the first year of the proposed lease term is included in the Fiscal Year (FY) 2023-24 Rent Expense budget and will be billed back to DPSS and ACWM. Both departments have sufficient funding in their FY 2023-24 Operating Budgets to cover the proposed rent for the first year. Future funding for the costs associated with the proposed lease will be requested through the annual budget process for each department.			
PURPOSE OF REQUEST	Approval of the recommended action will authorize and provide the continued office space and parking needs for both DPSS & ACWM.			
BACKGROUND (include internal/external issues that may exist including any related motions)	DPSS has leased the subject location since 2007 and ACWM since 2010. The facility adequately meets the office space needs of DPSS and ACWM.			
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:			
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:			
DEPARTMENTAL CONTACTS	Alexandra Nguyen-Rivera, Section Chief, Leasing CEO- Real Estate Division 213-974-4189, arivera@ceo.lacounty.go			



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"

October 17, 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 PUBLIC SOCIAL SERVICES
AND AGRICULTURAL COMMISSIONER/WEIGHTS AND MEASURES
335-337 EAST AVENUE K-10, LANCASTER
(FIFTH DISTRICT) (3 VOTES)**

SUBJECT

Approval of a proposed eight-year lease to renew an existing lease to provide for the Departments of Public Social Services (DPSS) and Agricultural Commissioner/Weights and Measures (ACWM) continued use of approximately 25,166 square feet of office space and 137 on-site parking spaces.

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 Rami Darghalli, Trustee of the Rami Darghalli Revocable Living Trust dated January 13, 2005 (Landlord), for approximately 25,166 square feet of office space and 137 on-site parking spaces located at 335-337 East Avenue K-10, Lancaster (Premises) to be occupied 94 percent by DPSS and 6 percent by ACWM. The estimated maximum first year base rental cost is \$544,000, but, with a one-year rent credit of \$21,000, will equal \$523,000. The estimated total proposed lease cost, including utility and janitorial costs, is \$6,935,000 over the

eight-year term. The rental costs for DPSS will be funded by State and Federal funds that are already included in the DPSS existing budget. The rental costs for ACWM will be funded by revenue generated from existing contracts that are already included in ACWM's existing budget. DPSS and ACWM will not be requesting additional net County cost 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.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

DPSS has occupied its share of the Premises since January 2007 and ACWM has occupied its share of the Premises since the second quarter of 2010. The current lease expired December 31, 2022, and is currently on a month-to-month holdover with no holdover fee.

DPSS' Skills and Training to Achieve Readiness for Tomorrow (START) program occupies most of the Premises to provide services in the Antelope Valley and the adjacent communities. The START program provides employment and training services to help individuals obtain jobs in the local communities. An average of 75-150 clients visits this office daily. This portion of the Premises is occupied by approximately 117 employees. DPSS has limited plans for teleworking at this location, which is a skills development operation where the intent is to work with clients on an individual and personal basis to assist with job seeking skills, including interviewing and other job skills, that are not easily replicated online.

ACWM assists in the enforcement of laws and ordinances for various functions including weed abatement, pest management, weights and measures, pest exclusion and produce quality, and pesticide use enforcement. Weed Abatement includes the removal of weeds, brush, and debris from vacant properties to provide defensible space for firefighters in preventing fires. Pest Management reduces the spread of disease vectors to protect residents. Weights and Measures provides testing, inspection, and sealing of commercial weighing and measuring devices, including scales, gasoline pumps, and electric and gas sub-meters. Pest Exclusion and Produce Quality programs inspect incoming and outgoing shipments of packaged produce to prevent the introduction of pests and diseases that threaten agriculture. Pesticide Use Enforcement conducts structural and agricultural pesticide inspections, issues restricted material permits, registers pest control businesses and advisers, registers farm labor contractors, and provides training to business operators regarding employee and environmental safety. An average of 10-30 clients visits the office daily. This portion of the Premises is occupied by approximately nine employees. ACWM has no plans for teleworking at this location currently due to the direct services and in-person engagement with business operators who seek training for their employee and environmental safety practices.

The proposed lease will enable DPSS and ACWM to remain and continue to provide services to the Antelope Valley and surrounding communities, avoid relocation costs, and interruption of services. The Premises is centrally located and is near public bus transportation routes.

Implementation of Strategic Plan Goals

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

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

The proposed lease supports the above goals and objective by allowing DPSS and ACWM to continue operating in a location within the community it serves, which provides proper accommodations for office and ancillary space that is centrally located and accessible for employees and clients.

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 \$544,000, but, with a one-year rent credit of \$21,000, will equal \$523,000, which includes parking at no additional cost. Of this first-year base rental cost, DPSS’ share will equal \$502,080 and ACWM’s share will equal \$20,920. The aggregate cost associated with the proposed lease over the entire term, including utilities and janitorial costs, is \$6,935,000 as shown in Enclosure B-1, which will be paid by DPSS and ACWM according to their respective proportionate share. The proposed costs for DPSS will be 94 percent of the proposed lease costs and will be funded by State and Federal funds that are already included in DPSS’ existing budget. The proposed costs for ACWM will be 6 percent of the proposed lease costs and will be funded by revenue generated from existing contracts that is included in ACWM’s existing budget. DPSS and ACWM will not be requesting additional net County cost 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 2023-24 Rent Expense budget and will be billed back to DPSS and ACWM. DPSS and ACWM have sufficient funding in their Fiscal Year 2023-24 Operating Budgets to cover the proposed rent for the first year. Future funding for the costs associated with the proposed lease will be addressed through the annual budget process for DPSS and ACWM.

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 \$23.88 per square foot, annually to \$21.60 per square foot. The base rental rate includes parking and is subject to annual Consumer Price Index increases, no less than 2 percent or greater than 4 percent per annum.
- In lieu of tenant improvement allowance, the County shall receive a rent credit equal to \$5 per rentable square foot of the Premises, which is approximately \$126,000/DPSS or \$21,000/ACWM per year. This rent credit shall be applied in monthly installments during the first 72 months.
- The Landlord is responsible for the operating and maintenance costs for the building, and the County is responsible for utilities and janitorial costs.
- The 137 on-site parking spaces are included at no additional cost to the County.
- The County has the right to terminate the proposed lease any time after 72 months, with six months' prior written notice.
- Holdover at the proposed lease expiration is permitted on the same terms and conditions of the proposed lease except the monthly base rent during the holdover period will be at the base rent at the time of the proposed lease expiration.
- A comparison of the existing lease and the proposed lease is shown in Enclosure B-2.
- The proposed lease will become effective upon the first day of the first calendar month following approval of the lease by the Board and full execution of the lease by both parties.
- A Right of First Offer to lease additional space if the Landlord receives an offer to lease adjacent space.

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 \$18.60 and \$29.76 per square foot, per year. The base annual rental rate of \$21.60 per square foot, per year for the proposed lease represents a rate that is within the market range for the area. Further, relocation to a new building would require costly new tenant improvements

and disrupt services as well as take significant time. We recommend the proposed Premises as the most suitable to meet the County's space requirements.

Co-working office space was not considered as an alternative considering DPSS and ACWM programs serve a large number of constituents daily.

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.

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 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 Lancaster has been sent in accordance with Government Code Section 25351.

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

ENVIRONMENTAL DOCUMENTATION

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

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

The Honorable Board of Supervisors
October 17, 2023
Page 6

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed lease will adequately provide the necessary office space and parking for this County requirement. DPSS and ACWM concur with the proposed lease and recommendations.

Respectfully submitted,

FESIA A. DAVENPORT
Chief Executive Officer

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

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Agricultural Commissioner/Weights and Measures
Public Social Services

Department of Public Social Services and Agricultural Commissioner Weights & Measures
335-337 EAST AVENUE K-10,
LANCASTER
Asset Management Principles Compliance Form¹

1.	<u>Occupancy</u>		Yes	No	N/A
	A	Does lease consolidate administrative functions? ²	X		
	B	Does lease co-locate with other functions to better serve clients? ²	X		
	C	Does this lease centralize business support functions? ²			X
	D	Does this lease meet the guideline of 200 sq. ft of space per person? ²	X		
	E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? ² Parking ratio is 5.44/1,000 which includes spaces for clients who visit the Premises.		X	
	F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location? ²	X		
2.	<u>Capital</u>				
	A	Is it a substantial net County cost (NCC) program?		X	
	B	Is this a long-term County program?	X		
	C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?		X	
	D	If no, are there any suitable County-owned facilities available?		X	
	E	If yes, why is lease being recommended over occupancy in County-owned space?			X
	F	Is Building Description Report attached as Enclosure C?	X		
	G	Was build-to-suit or capital project considered? ²			X
3.	<u>Portfolio Management</u>				
	A	Did department utilize CEO Space Request Evaluation (SRE)?	X		
	B	Was the space need justified?	X		
	C	If a renewal lease, was co-location with other County departments considered?			X
	D	Why was this program not co-located with other County departments?			
		1. ____ The program clientele requires a "stand alone" facility.			
		2. <u> x </u> No suitable County occupied properties in project area.			
		3. ____ No County-owned facilities available for the project.			
		4. ____ Could not get City clearance or approval.			
		5. ____ The Program is being co-located.			
	E	Is lease a full-service lease? ² County pays electricity and janitorial.		X	
	F	Has growth projection been considered in space request?	X		
	G	¹ Has the Dept. of Public Works completed seismic review/approval?	X		
¹ As approved by the Board of Supervisors 11/17/98					
² If not, why not?					

ENCLOSURE B-1

OVERVIEW OF THE PROPOSED BUDGETED LEASE COSTS									
335-337 East Avenue K10, Lancaster									
Department of Public Social Services & Agricultural Commissioner Weights & Measures									
<u>Basic Lease Assumptions</u>									
Leased Area (sq.ft.)	25,166								
	Monthly	Annual							
Rent (per sq. ft.) ⁽¹⁾	\$1.80	\$21.60							
Rent Amount (\$)	\$45,298.80								
Term (Month/Years)	8 years								
Annual Rent Adjustment	4%								
	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year	8th Year	Total 8 Year Rental Costs
Annual Base Rent Costs ⁽¹⁾	\$543,586	\$565,329	\$587,942	\$611,460	\$635,918	\$661,355	\$687,809	\$715,322	\$5,009,000
Rent Abatement	(\$20,972)	(\$20,972)	(\$20,972)	(\$20,972)	(\$20,972)	(\$20,972)			(\$126,000)
Adjusted Rental Costs	\$522,614	\$544,357	\$566,971	\$590,488	\$614,947	\$640,383	\$687,809	\$715,322	\$4,883,000
Total Paid to Landlord	\$522,614	\$544,357	\$566,971	\$590,488	\$614,947	\$640,383	\$687,809	\$715,322	\$4,883,000
Utility Costs ⁽²⁾	\$256,447	\$256,447	\$256,447	\$256,447	\$256,447	\$256,447	\$256,447	\$256,447	\$2,052,000
Total Annual Lease Costs	\$779,061	\$800,804	\$823,418	\$846,935	\$871,394	\$896,830	\$944,256	\$971,769	\$6,935,000
Footnotes									
⁽¹⁾ The Base Rent is subject to CPI increases with a minimum of 2% and max of 4%. Calculation is considering max increase of 4%.									
⁽²⁾ Tenant shall be responsible for electricity and janitorial. The costs shown above are an estimation based on the previous billing period (Jan 2022-Jan 2023)									
*Calculation note: All numbers are rounded up to ensure sufficient funds available to pay the specified expense.									

COMPARISON OF THE PROPOSED LEASE TO EXISTING LEASE

	Existing Lease: 335-337 E. Ave K10 Lancaster	Proposed Lease 335-337 E. Ave K10 Lancaster	Change
Area (Square Feet)	25,166 sq.ft.	25,166 sq.ft.	None
Term (years)	15 years	8 years	-7 years
Annual Base Rent (Base rent includes 137 parking spaces)	\$601,000	\$544,000	-\$57,000
Rental rate adjustment	Annual CPI adjustments capped at 3 percent with no minimum.	Annual CPI adjustments capped at 4 percent with 2 percent minimum.	Annual CPI adjustments capped at 4 percent with 2 percent minimum.

DEPARTMENT OF MENTAL HEALTH

SPACE SEARCH – 3 MILE RADIUS FROM 335-337 E. AVE K10 LANCASTER

LACO	Name	Address	Ownership	Proprietor	Gross SqFt	SQ FT Available
4683	Probation - (AB - 109)Antelope Valley Reg Off	43423 N Division St. Lancaster 93535	Leased	Probation	13,800	None
A255	Child Support Services - Div VI Reg Office	42281 10th St. W Lancaster 93534	Leased	Child Support Services	14,600	None
10209	Antelope Valley Juvenile Program	43917 Division St. Lancaster 93535	Leased	Probation	15,500	None
A079	Assessor - Lancaster Regional Offices	251 E Ave K-6 Lancaster 93535	Owned	Assessor	15,338	None
4586	Lancaster Courthouse - Services Building	1110 W Ave J Lancaster 93534	Owned	Chief Executive Office (CEO)	18,488	None
X495	PW - Waterworks North Maintenance HQ Building	260 E Ave K-8 Lancaster 93535	Owned	Public Works	13,200	None
A459	DCFS - Administrative Lancaster	300 E Ave K-6 Lancaster 93535	Leased	Children and Family Services	11,000	None
X542	PW - Waterworks North Maint Area Office	260 E Ave K-8 and K-10 Lancaster 93535	Owned	Public Works	12,883	None

FACILITY LOCATION POLICY ANALYSIS

Proposed lease Renewal: Eight-year lease for DPSS & Agricultural Commissioner – 335-337 East Avenue K10, Lancaster- 5th District.

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

B. Determination of the Service Area – The proposed lease will allow DPSS and ACWM to continue providing comprehensive services for the community within the Antelope Valley and surrounding communities.

C. Apply Location Selection Criteria to Service Area Data

- Need for proximity to service area and population: DPSS and ACWM programs are effective when located in geographic areas as their clients and stakeholders. DPSS has had a presence in this location since 2007 and ACWM since 2010.
- Need for proximity to existing County facilities: DPSS has a strong desire to collaborate with other County Department partners such as the Departments of Mental Health and Children and Family Services.
- 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.
- Availability of affordable housing for County employees: The surrounding area provides for affordable housing and rental opportunities.
- Use of historic buildings: N/A
- Availability and compatibility of existing buildings: There are no existing County buildings available to meet the Department's service needs.
- Compatibility with local land use plans: The Department of Public Works inspected the facility and found it suitable for County occupancy. Notification letters have been sent pursuant to Government Code Sections 25351.
- Estimated acquisition/construction and ongoing operational costs: The initial annual rent is \$544,000.

D. Analyze results and identify location alternatives

The Chief Executive Office conducted a market survey within a three-mile area to determine the availability of comparable office space. Staff was unable to identify any sites that could accommodate this requirement more economically, nor are there any County-owned facilities available for this program. 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 \$18.60 and \$29.76 per square foot, per year. The base annual rental rate of \$21.60 per square foot, per year for the proposed lease represents a rate that is within the market range for the area. Further, relocation to a new building would require costly new tenant improvements and disrupt services as well as take significant time. We recommend the proposed facility as the most suitable to meet the County's space requirements.

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

The proposed lease for DPSS and ACWM will provide adequate office space for 138 employees to provide services to individuals in the Antelope Valley. This is consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012.

**COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE**

LEASE AGREEMENT

COUNTY OF LOS ANGELES - Tenant

**RAMI DARGHALLI AS TRUSTEE OF THE RAMI DARGHALLI REVOCABLE LIVING TRUST
DATED JANUARY 13, 2005 – Landlord**

335-337 AVENUE K-10

LANCASTER, CALIFORNIA

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EXHIBITS

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

ADDENDUM NO. 1 – Additional Terms to Lease Agreement

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is entered into as of the _____ day of _____, 20__ between RAMI DARGHALLI AS TRUSTEE OF THE RAMI DARGHALLI REVOCABLE LIVING TRUST DATED JANUARY 13, 2005 ("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:	Mr. Rami Dargalli Executive Vice President RD Properties 42913 Capital Drive, Suite 111 Email: Rami@ramcomgmt.com
(b) Tenant's Address for Notices:	County of Los Angeles Chief Executive Office - Real Estate Division 320 West Temple Street, 7th Floor Los Angeles, CA 90012 Attention: Director of Real Estate With a copy to: County of Los Angeles Office of the County Counsel 648 Kenneth Hahn Hall of Administration 500 West Temple Street, Suite 648 Los Angeles, CA 90012-2713 Attention: Property Division
(c) Premises:	Approximately 25,166 rentable square feet designated divided into two (2) premises in the Building (defined below), as shown on <u>Exhibit A</u> attached hereto. Premises 1 will be comprised of approximately 23,565 rentable square feet. Premises 2 will be comprised of approximately 1,601 rentable square feet.

(d) Building:	The Building located at 335-337 Avenue K-10, Lancaster, California, which is currently assessed by the County Assessor as APN #3126-027-155 (collectively, the "Property"). Tenant shall have the right to verify Landlord's measurements;
(e) Term:	Eight (8) years, commencing upon the first day of the first calendar month following approval of the Board of Supervisors and upon full execution of this Lease by both Parties (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:	November 1, 2023
(g) Irrevocable Offer Expiration Date: (see Section 33)	November 1, 2023
(h) Base Rent:	<p>\$45,298.80 per month (i.e., \$1.80 per rentable square foot per month).</p> <p>\$543,585.60 per year (i.e., \$21.60 per rentable square foot per year).</p> <p>The Base Rent shall remain a Modified Gross Rent and not subject to operating expense, insurance, and real estate tax pass-throughs. Tenant shall continue to be responsible for utilities, janitorial, and security.</p>
(i) Early Termination (see Section 4.4)	Tenant will have the right to terminate the Lease for any reason after the 72nd month following the Commencement Date of the Lease. Such right may be exercised by Tenant on six (6) months prior written notice to Landlord.

(j) Rentable Square Feet in the Premises:	Approximately 25,166 rentable square feet
(k) Initial Departmental Use:	Department of Public Social Services and Department of Agricultural Commissioner Weights and Measures.
(l) Parking Spaces:	The Landlord will provide Tenant one hundred thirty-seven (137) parking spaces (i.e., 4 parking spaces/1,000 RSF) at no additional cost to Tenant.
(m) Permitted Uses	Tenant may use and occupy the Premises for general office use, and for any other lawful use. Tenant will be permitted to replace the initial tenant departments with any County of Los Angeles Department or Division associated at its sole discretion.
(n) Asbestos Report:	N/A due to building being built in 2003.
(o) Seismic Report	N/A due to building being built in 2003.
(p) Disabled Access Survey	ADA report provided by DGS General Services on April 8, 2023

1.2 INTENTIONALLY OMITTED

1.3 <u>Exhibits to Lease</u>	<p>Exhibit A - Floor Plan of Premises</p> <p>Exhibit B - Commencement Date Memorandum and Confirmation of Lease Terms</p> <p>Exhibit C - HVAC Standards</p> <p>Exhibit D - Cleaning and Maintenance Schedule</p> <p>Exhibit E - Subordination, Non-Disturbance and Attornment Agreement</p> <p>Exhibit F - Tenant Estoppel Certificate</p> <p>Exhibit G - Community Business Enterprises Form</p> <p>Exhibit H - Memorandum of Lease</p>
(a)	

2. PREMISES

2.1 Lease of Premises

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

2.2 Measurement of Premises

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

3. COMMON AREAS

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

4. COMMENCEMENT AND EXPIRATION DATES

4.1 Term

The term of this Lease shall be for a period of eight (8) 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 ninety-six (96) months thereafter.

Within thirty (30) days of determining the Commencement Date, Landlord and Tenant shall acknowledge in writing the Commencement Date by executing a Commencement Date Memorandum and Confirmation of Lease Terms in the form attached hereto as Exhibit B.

4.2 Termination Right

Intentionally Omitted

4.3 Early Entry

Intentionally Omitted

4.4 Early Termination

Tenant shall have the right to terminate this Lease at any time after the Early Termination date specified in Section 1.1, by giving Landlord six (6) months prior written notice, executed by Tenant's Chief Executive Officer or his/her designee.

4.5 Lease Expiration Notice

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

5. RENT

5.1 Base Rent

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

5.2 Base Rent Adjustment

- (a) CPI. From and after the first (1st) anniversary of the Commencement Date, on the first day of the first full calendar month thereafter (the "Adjustment Date") and on every anniversary of the Adjustment Date thereafter, Base Rent shall be adjusted by applying the CPI Formula set forth below. The "Base Index" shall be the Index published for the month the Lease commences.
- (b) CPI Formula. The Index means the Consumer Price Index for all Urban Consumers for the Los Angeles-Long Beach-Anaheim area, all items, published by the United States Department of Labor, Bureau of Labor Statistics (1982-84=100). The "CPI Formula" means Base Rent for the first full month after the Commencement Date multiplied by a fraction, the numerator being the Index published for the month immediately preceding the month in which the adjustment is to be effective (the "New Index"), and the denominator being the Base Index. If the Index is changed so that the

Index differs from that used as of the Commencement Date of the Lease, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the Term of this Lease, such other governmental Index or computation with which it is replaced shall be used in order to obtain substantially the same results as would be obtained if the Index had not been discontinued or revised.

- c) Illustration of Formula. The formula for determining the new rent shall be as follows:

New Index x 45,298.80 Base Rent at the Commencement Date =
Adjusted Base Rent Basic Index

- d) Limitations on CPI Adjustment. In no event shall the monthly Base Rent adjustment based upon the CPI Formula result in an increase greater than four percent (4.0%) per year of the Base Rent payable in the month preceding the applicable adjustment or lower than two percent (2.0%) per year of the Base Rent payable in the month preceding the applicable adjustment

5.3 Rent Abatement.

Tenant shall receive a rent credit ("Rent Credit") equal to Five & 00/100 Dollars (\$5.00) per RSF of the Premises in a total amount of One Hundred Twenty-Five Thousand Eight Hundred Thirty & 00/100 Dollars (\$125,830.00). The Rent Credit shall be applied in monthly installments of One Thousand Seven Hundred Forty-Seven & 64/100 Dollars (\$1,747.64) during months numbers 1 through 72 of the Term.

6. USES

Tenant may use and occupy the Premises for general office use and, for any other lawful use. Tenant will be permitted to replace the initial tenant departments with any County of Los Angeles Department or Division or associate agency at its sole discretion. Landlord agrees that the demised Premises, together with all appurtenances thereto, shall be used by the Tenant for the government departments set forth in Section 1.1, any other County Department the County designates, any other governmental purposes, or other lawful purposes that do not materially adversely interfere with other uses in the Building, during Tenant's Hours of Operation, after Tenant's Hours of Operation, and on weekends and holidays.

7. HOLDOVER

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

payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease.

8. COMPLIANCE WITH LAW

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

9. DAMAGE OR DESTRUCTION

9.1 Damage

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

9.2 Tenant Termination Right

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

9.3 Damage In Last Year

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

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

9.4 Default By Landlord

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

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

10. REPAIRS AND MAINTENANCE

10.1 Landlord Representations

- (a) Landlord represents to Tenant that, as of the date hereof and on the Commencement Date:
 - i. The Premises, the Building, and all Common Areas (including electrical, heating, ventilating, and air conditioning ("HVAC"), mechanical, plumbing, gas and fire/life safety systems in the Building and similar building service systems) comply with all current laws, codes, and ordinances, including but not limited to the Americans With Disabilities Act, and are in good working order and condition;
 - ii. The Building and the Premises comply with all covenants, conditions, restrictions and insurance underwriter's requirements;
 - iii. The Premises, the Building and the Common Areas are free of the presence of Hazardous Materials (as hereinafter defined); and
 - iv. Landlord has not received any notice from any governmental agency that the Building or the Premises are in violation of any law or regulation.

- (b) Landlord represents, based upon a professional inspection of the Premises and the Building and the Asbestos Report (as defined in Section 1.1) that the Premises and the Building contain no asbestos containing materials (other than as may be reflected in the Asbestos Report). Landlord shall, prior to Tenant's occupancy, abate, at Landlord's sole cost and expense, all asbestos-containing materials to the extent required by law and provide Tenant with an updated report from a licensed California Asbestos contractor to that effect.

(c) CASp Inspection:

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

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

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

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

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

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

10.2 Landlord Obligations

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

viii. Landlord shall institute quarterly cleaning of the HVAC vents and replacement of air filters.

(c) Landlord shall, to the best of its ability, provide all reports, maintenance records, or other documentation as may be requested from time to time.

10.3 Tenant Obligations

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

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

10.4 Tenant's Right to Repair

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

supply and administer repairs, maintenance, building services and/or alterations that are the responsibility of the Tenant, not to exceed \$5,000, as part of a separate purchase order issued by the County on Tenant's behalf. Any improvements by Landlord shall be subject to compliance with County Internal Services Department Purchasing Policy and Procedure No. A-0300, effective November 22, 2016, delivered to Landlord and incorporated by reference herein. This Section shall not apply to Tenant Improvements, as defined in Section 24.

11. SERVICES AND UTILITIES

11.1 Services

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

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

(b) Electricity

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

(c) Elevators

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

(d) Water

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

(e) Janitorial

Tenant expense given this Lease is modified gross, with the exception of what is set forth in Exhibit "D" attached hereto.

(f) Access

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

(g) Pest Control

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

11.2 Utilities

Tenant expense given this Lease is modified gross.

12. TAXES

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

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

13. LANDLORD ACCESS

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

14. TENANT DEFAULT

14.1 Default

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

- (a) the failure by Tenant to make any payment of Base Rent or any other payment required to be made by Tenant hereunder (except to the extent an offset is expressly permitted hereunder) as and when due, and the failure continues for a period of ten (10) days after written notice to Tenant;

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

14.2 Termination

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

14.3 No Effect on Indemnity

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

15. LANDLORD DEFAULT

15.1 Remedies

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

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

15.2 Waiver

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

15.3 Emergency

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

16. ASSIGNMENT AND SUBLETTING

16.1 Assignment and Subletting

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

16.2 Sale

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

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

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

- ii. Federal tax ID number for new owner
 - iii. Name of contact person and contact information (including phone number) for new owner
 - iv. Proof of insurance
- (c) A W-9 form for new owner.

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

17. ALTERATIONS AND ADDITIONS

17.1 Landlord Consent

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

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

17.2 End of Term

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

18. CONDEMNATION

18.1 Controlling Terms

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

or quasi-public authority, or private corporation or individual, having the power of Condemnation.

18.2 Total Taking

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

18.3 Partial Taking

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

18.4 Restoration

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

18.5 Award

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

18.6 Waiver of Statute

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

19. INDEMNIFICATION

19.1 Landlord's Indemnity

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

19.2 Tenant's Indemnity

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

20. INSURANCE

During the term of this Lease, the following insurance requirements will be in effect:

20.1 Waiver

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

20.2 General Insurance Provisions – Landlord Requirements

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

(a) Evidence of Coverage and Notice to Tenant

- i. Certificate(s) of insurance coverage ("Certificate") satisfactory to Tenant, and a copy of an Additional Insured endorsement confirming that Tenant and its Agents (defined below) has been

given insured status under the Landlord's General Liability policy, shall be delivered to Tenant at the address shown below and provided prior to the start day of this Lease.

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

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

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

(b) Additional Insured Status and Scope of Coverage

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

Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

(c) Cancellation of or Changes in Insurance

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

(d) Failure to Maintain Insurance

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

(e) Insurer Financial Ratings

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

(f) Landlord's Insurance Shall Be Primary

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

(g) Waiver of Subrogation

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

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

Landlord's policies shall not obligate the Tenant to pay any portion of any Landlord deductible or SIR. The Tenant retains the right to require

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

(i) Claims Made Coverage

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

(j) Application of Excess Liability Coverage

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

(k) Separation of Insureds

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

(l) Tenant Review and Approval of Insurance Requirements

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

20.3 Insurance Coverage Types And Limits

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

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

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

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

20.4 Landlord Requirements

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

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

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

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

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

21. PARKING

21.1 Tenant's Rights

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

21.2 Remedies

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

14 and Sections 9 and 17 in the event of casualty or condemnation), then Tenant may:

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

22. ENVIRONMENTAL MATTERS

22.1 Hazardous Materials

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

22.2 Landlord Indemnity

Landlord shall indemnify, protect, defend (by counsel acceptable to Tenant) and hold harmless Tenant from and against any and all claims, judgments, causes of action, damage, penalties, fines, taxes, costs, liabilities, losses and expenses arising at any time during or after the Term as a result (directly or indirectly) of, or in connection with, the presence of Hazardous Materials on, under or about the Premises, Building or Common Areas or other violation of laws relating to Hazardous Materials other than those caused by Tenant. This indemnity shall

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

23. ESTOPPEL CERTIFICATES

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

24. INTENTIONALLY OMITTED

25. LIENS

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

26. SUBORDINATION AND MORTGAGES

26.1 Subordination and Non-Disturbance

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

26.2 Existing Deeds of Trust

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

26.3 Notice of Default

If any mortgagee or beneficiary under a deed of trust affecting the Property gives written notice of its name and address to Tenant by registered mail and requests

copies of any notice of default that Tenant serves upon Landlord, Tenant agrees to use its best efforts (but without liability for failure to do so) to give such mortgagee or beneficiary a copy of any notice of default that Tenant serves upon Landlord which could permit Tenant to terminate this Lease, along with an additional ten days within which to cure such default.

27. SURRENDER OF POSSESSION

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

28. SIGNAGE

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

29. QUIET ENJOYMENT

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

30. GENERAL

30.1 Headings

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

30.2 Successors and Assigns

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

30.3 Brokers

Landlord represents and warrants to Tenant 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 Thomas G. McDonald, Executive Vice President, and Brad Wilson, Executive Vice President, Jones Land LaSalle Brokerage, Inc., and shall indemnify and hold harmless Tenant against any loss, cost, liability or expense incurred by Tenant as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made in variance with

this representation. Tenant represents and warrants to Landlord 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 Landlord in writing and shall indemnify and hold harmless Landlord against any loss, cost, liability or expense incurred by Landlord 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.

30.4 Entire Agreement

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

30.5 Severability

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

30.6 Notices

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

30.7 Governing Law and Venue

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

30.8 Waivers

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

30.9 Time of Essence

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

30.10 Consent

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

30.11 Community Business Enterprises

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

30.12 Memorandum of Lease

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

30.13 Counterparts; Electronic Signatures

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

Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

31. AUTHORITY

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

32. ACKNOWLEDGEMENT BY LANDLORD

Landlord acknowledges that it is aware of the following provisions:

32.1 Consideration of GAIN Program Participants

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

32.2 Solicitation of Consideration

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

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

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

32.3 Landlord Assignment

- (a) Landlord may assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof (including the right to receive rental payments but excluding its duties and obligations hereunder), and Landlord may execute any and all instruments providing for the payment of Base Rent directly to an assignee or transferee, but only if the conditions set forth in this Section are met.
- (b) Any document or agreement purporting to assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease, or any portion thereof, as security for the Landlord's obligation to repay any monetary obligation, is hereinafter referred to as a "Security Agreement." Any Security Agreement which is executed without full compliance with the requirements of this Section shall be void.
- (c) Each assignee or transferee under the Security Agreement shall certify and agree in writing that such assignee or transferee has read and is familiar with the requirements of Sections 5950-5955 of California Government Code, which prohibits the offer or sale of any security constituting a fractional interest in this Lease or any portion thereof, without the prior written consent of the Tenant. Notwithstanding the foregoing, the Tenant hereby acknowledges and agrees that Landlord shall have the right to encumber the Property with CMBS (commercial mortgage backed securities) financing or other traditional real estate financing. However, Landlord may not encumber the Property through any type of bond financing vehicle, including but not limited to certificate of participation financing.
- (d) Violation by Landlord of the provisions of Section 5951 of the California Government Code will constitute a material breach of this Lease, upon which the Tenant may impose damages in an amount equal to the greater of \$500,000 or 10% of the aggregate principal portion of all rental payments payable by the Tenant during the entire Term of this Lease, it being expressly agreed that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and nature of the violation it would be impracticable and extremely difficult to fix actual damages. In addition, the Tenant may exercise or pursue any other right or remedy it may have under this Lease or applicable law.
- (e) Landlord shall give Tenant written notice and a copy of each and every assignment, transfer, hypothecation or encumbrance of Landlord's interest

in this Lease and any instrument relating thereto (including, but not limited to, instruments providing for the payment of Base Rent directly to an assignee or transferee) at least thirty (30) days prior to the effective date thereof.

- (f) Landlord shall not furnish any information concerning Tenant or the subject matter of this Lease (including, but not limited to, offering memoranda, financial statements, economic and demographic information, and legal opinions rendered by the office of counsel for the Tenant) to any person or entity, except with Tenant's prior written consent. Landlord shall indemnify, defend and hold Tenant and its officers, agents and employees harmless from and against all claims and liability alleged to arise from the inaccuracy or incompleteness of any information furnished by Landlord in violation of this Section 32.3.
- (g) The provisions of this Section 32.3 shall be binding upon and applicable to the parties hereto and their respective successors and assigns. Whenever in this Section Landlord is referred to, such reference shall be deemed to include Landlord's successors or assigns, and all covenants and agreements by or on behalf of Landlord herein shall bind and apply to Landlord's successors and assigns, whether so expressed or not.

32.4 Smoking in County Facilities.

The Surgeon General of the United States has concluded that passive smoke exposure is the third leading cause of preventable death in the United States. The United States Environmental Protection Agency has found second-hand smoke to be a known carcinogen. It is recognized that the County has a responsibility to establish, maintain and promote a healthful and safe working environment and to reduce health and safety risks of its employees and the public at large. Tobacco smoke is a hazard to the health of County employees and the general public and represents an annoyance which should be regulated and banned in all county facilities to the end that air quality in all such facilities be improved for the preservation and improvement of the health of all County employees and the public. Therefore, to the greatest extent possible, the rights and comfort of all employees shall be respected. Reasonable effort shall be made to provide smokers a place to smoke in areas open to the sky or otherwise located outside County facilities and, except as provided under Los Angeles County, California - Code of Ordinances Chapter 2.126 ("LAMC 2.126"), all portions of County-owned facilities and all portions of facilities leased by or from the County, which areas are not open to the sky, shall be designated as "no smoking" areas. Smoking, including the use of electronic smoking devices, shall be prohibited in the following areas of County facilities: (1) Within 50 feet of any operable entry or exit door or operable window of any County building and within 25 feet of any access ramp or handicap path; (2) Within any County parking lot, parking structure, or parking garage, whether enclosed or open to the sky; or (3) Within any driving range and eating area, including outdoor eating areas, of any County golf course. International no-smoking signs and other appropriate signs which designate no-smoking areas shall be clearly, sufficiently and conspicuously posted in every room, building or other place so covered by LAMC 2.126. The manner of such posting, including the wording, size, color and place of posting, whether on the walls, doors, tables, counters, stands or elsewhere, shall be at the discretion of the

building proprietor so long as clarity, sufficiency and conspicuousness are apparent in communicating the intent. (Los Angeles County, California - Code of Ordinances Chapter 2.126.)

33. IRREVOCABLE OFFER

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

34. RIGHT OF FIRST OFFER TO LEASE ADDITIONAL PREMISES

(a) Provided that no material Default has occurred and is continuing under the Lease, if at any time prior to the last twelve (12) months of the Term, Landlord intends to offer leasable space located contiguous to the Premises (the "Additional Premises") for lease to third parties or to accept an offer of a third party to lease the Additional Premises, Landlord shall first give written notice to Tenant of the rental rate and other material terms upon which Landlord is willing to lease the Additional Premises ("Landlord's Lease Notice"). Landlord's Lease Notice shall constitute an offer to lease the Additional Premises to Tenant at the rental rate and upon the terms and conditions contained in Landlord's Lease Notice and shall state the anticipated date of availability of the Additional Premises. Tenant shall have ninety (90) business days after receipt of Landlord's Lease Notice to accept such offer. Tenant shall accept such offer, if at all, only by delivery to Landlord of Tenant's irrevocable written commitment to lease the Additional Premises at the rental rate and upon the terms and conditions contained in Landlord's Lease Notice (the "Expansion Commitment").

(b) If Tenant delivers to Landlord the Expansion Commitment within such ninety (90) business day period, all (but not part) of the Additional Premises shall be leased to Tenant commencing on the earlier of (a) the date Tenant first uses the Additional Premises for the Permitted Use; or (b) thirty (30) days after Landlord provides Tenant with possession of the Additional Premises and continuing for a period of time coterminous with the remaining Term, including any options to extend the Term. Tenant shall lease the Additional Premises upon the same terms, conditions and covenants as are contained in the Lease except that (i) the Base Rent for the Additional Premises shall be at the rate set forth in Landlord's Lease Notice, and (ii) any terms and conditions set forth in Landlord's Lease Notice that are inconsistent with the terms and conditions of the Lease shall control.

(c) Except as otherwise set forth in Landlord's Lease Notice, possession of the Additional Premises shall be delivered to Tenant on an "as-is" basis. Landlord shall prepare and Landlord and Tenant shall execute and deliver a written agreement modifying and supplementing the Lease and specifying that the Additional Premises are part of the Premises and, except as otherwise specified in Landlord's Lease Notice, subject to all of the terms and conditions of the Lease.

(d) Time is of the essence with respect to the exercise by Tenant of its rights granted hereunder. In the event Tenant fails to deliver to Landlord Tenant's Expansion Commitment within the ninety (90) business day period prescribed above, all rights of

Tenant to lease the Additional Premises shall terminate and Landlord shall have no further obligation to notify Tenant of any proposed leasing of the Additional Premises, and Landlord shall thereafter have the unconditional right to lease the Additional Premises to third parties or to accept offers from third parties to lease the Additional Premises without further obligation to Tenant. The rights granted to Tenant under this Section 34 shall not apply to any sales or similar transfers of the Additional Premises.

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

LANDLORD:

RAMI DARGHALLI AS TRUSTEE OF THE
RAMI DARGHALLI REVOCABLE LIVING
TRUST

By: 

Rami Darghalli , Trustee

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:  _____

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 _____, a _____ ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the building located at _____ ("Premises"),

Landlord and Tenant hereby acknowledge as follow:

- 4) Landlord delivered possession of the Premises to Tenant in a Substantially Complete condition on _____ ("Possession Date");
- 5) Tenant has accepted possession of the Premises and now occupies the same;
- 6) The Lease commenced on _____ ("Commencement Date");
- 7) The Premises contain _____ rentable square feet of space; and
- 8) Landlord has paid a commission in the amount of \$_____ to Tenant pursuant to Section 30.3 of the Lease.

[INCLUDE ONLY IF SECTION 5.2 PROVIDES FOR BASE RENT ADJUSTMENTS:]

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

- 1) Base Rent per month is _____.
- 2) The Base Index month is _____.
- 3) The Base Index is _____.
- 4) The first New Index month is _____.]

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

Tenant:

COUNTY OF LOS ANGELES,
a body corporate and politic

Landlord:

RAMI DARGHALLI AS TRUSTEE OF THE
RAMI DARGHALLI REVOCABLE LIVING
TRUST, DATED JANUARY 13, 2005

By: _____
Name _____
Its _____

By:  _____
Rami Darghalli , Trustee

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. Emergency exit signage and egress battery replacement (if applicable)
2. Graffiti expunged as needed within two working days after notice by Tenant

B. MONTHLY

3. HVAC chiller water checked for bacteria, water conditioned as necessary.

C. QUARTERLY

4. HVAC units serviced for preventative maintenance purposes, all filters changed.

D. SEMI-ANNUALLY

5. Windows washed as required inside and outside but not less frequently than twice annually.

E. ANNUALLY

6. 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.
7. 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.
8. Touch-up paint all interior painted surfaces in a color and finish to match existing.

F. AS NEEDED

9. 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.
10. 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.

11. Interior and exterior pest control inspections and remediation frequency is to be determined by a licensed exterminator.
12. Carpets to be cleaned using a non-detergent, low moisture, soil encapsulation system as recommended by the carpet manufacturer. The following schedule will be maintained for carpet cleaning:
 - i. heavy traffic areas cleaned as needed, with a minimum frequency of bi-monthly [six (6) times per year];
 - ii. moderate traffic areas cleaned as needed, with a minimum of once every six (6) months [two (2) times per year]; and
 - iii. clean light traffic areas a minimum of once per year.

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

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

H. GENERAL

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

EXHIBIT E

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

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

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

)
)
)
)
)
)
)

Space above for Recorder's Use

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

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

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

Factual Background

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

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

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

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

Agreement

Therefore, the parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

To Lender: N/A

To Borrower: Rami DARGHALI
40913 CAPITAL DR. SUITE 111
LANCASTER, CA. 93535

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: Rami DARGHALLI
Title: LANDLORD

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)
COUNTY OF Los Angeles) SS.

On 6/9/2023, before me, G.B. Cox, Notary Public
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
personally appeared Rami Darghalli
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.

GBCox

Signature (Seal)

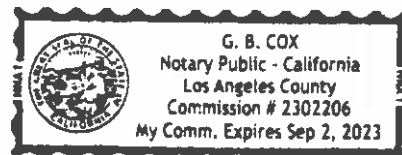


EXHIBIT F
TENANT ESTOPPEL CERTIFICATE

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

Attn: _____

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

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

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

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

 (b) The current Rent is set forth above.

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

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

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

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

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

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

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

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

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

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

COUNTY OF LOS ANGELES,
a body corporate and politic

By: _____
Name: _____
Title: _____

EXHIBIT G

COMMUNITY BUSINESS ENTERPRISE FORM

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

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

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

II. PERCENTAGE OF MINORITY/WOMEN OWNERSHIP IN FIRM

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

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

III. MINORITY/WOMEN-OWNED FIRM CERTIFICATION

3. Provide the percentage of ownership in each	All Employee	Women
Black/African American		
Hispanic/Latin American		
Asian American		
Portuguese American		
American Indian/Alaskan Native		
All Others		

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

State of California? ☐ Yes ☐ No

City of Los Angeles? ☐ Yes ☐ No

Federal Government? ☐ Yes ☐ No

Section D. OPTION TO PROVIDE REQUESTED INFORMATION

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

Firm Name:

Rami Darabali Parabolic Living Trust

Signature/Title: _____

Date: 06/09/2023

EXHIBIT H

MEMORANDUM OF LEASE

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

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

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

MEMORANDUM OF LEASE

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

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

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

Dated: 06/09, 2023

LANDLORD:

By: Bani Darghali
Its: _____

By: _____
Its: _____

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT
Chief Executive Officer

By: _____
John T. Cooke
Assistant Chief Executive Officer

ATTEST:

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

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
Acting County Counsel

By: _____
Senior 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

COUNTY OF Los Angeles)
) SS.
)

On 6/9/2023, before me, G.B. Cox, Notary Public

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

G.B. Cox

Signature (Seal)

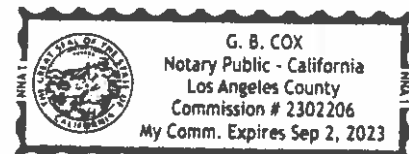


EXHIBIT I
INTENTIONALLY OMITTED

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

OPS CLUSTER AGENDA REVIEW DATE	9/27/2023	
BOARD MEETING	10/17/2023	
DELEGATED AUTHORITY BOARD LETTER	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	All	
DEPARTMENT	Sheriff's Department	
SUBJECT	Authorize county purchasing agent to execute a purchase order for the acquisition of the Custody Network Infrastructure equipment	
PROGRAM	Technology and support Division (TSD)	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	N/A	
COST & FUNDING	Total cost: 7,067,000	Funding source: Departments operational budget
	TERMS (if applicable): The term in unchanged by the proposed amendment.	
PURPOSE OF REQUEST	Purchase Hardware/Software, Professional Services and One year maintenance to replace/upgrade custody legacy network infrastructure	
BACKGROUND (include internal/external issues that may exist)	The current network infrastructure is no longer supported and is at end-of-life.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: <ul style="list-style-type: none"> James Peterson, Captain 562-345-4351 jcpeters@lasd.org Scott Goodwin, IT Manager III 562 345 4149 srgoodwi@lasd.org Mario Mejico IT Specialist II 562-345-4133 mmmejico@lasd.org 	

October 17, 2023

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

Dear Supervisors:

**REQUEST APPROVAL AND AUTHORIZE THE COUNTY PURCHASING AGENT TO EXECUTE A
PURCHASE ORDER FOR THE ACQUISITION OF THE CUSTODY NETWORK INFRASTRUCTURE
UPGRADE FOR THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT FISCAL YEAR 2023-24
(ALL DISTRICTS) (3 VOTES)**

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

SUBJECT

The Los Angeles County Sheriff's Department (Department) is requesting the Board's approval and authorization for the Internal Services Department (ISD), in its capacity as the County's Purchasing Agent, to proceed with a purchase order (PO) for the Department's Network Infrastructure Upgrade in the estimated amount of \$7,067,000.00.

IT IS RECOMMENDED THAT THE BOARD:

Authorize ISD, as the County's Purchasing Agent to proceed with the acquisition of the Custody Network Infrastructure Upgrade equipment, in the estimated amount of \$7,067,000.00 which includes hardware, software, professional services, maintenance and support, travel, and taxes.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Custody Network Infrastructure Upgrade aims to replace the existing end-of-life network hardware, servers, security firewalls, storage systems, software, and other equipment utilized for communication within the Sheriff's Data Centers. This enhances and supports over 4,000 Closed-Circuit Television (CCTV) Systems, Body Worn Camera Systems, and Taser Systems across all County jail facilities. The enhancement project encompasses the establishment of redundant high-speed communication links connecting the jail facilities to the primary and secondary data centers.

A secondary telecommunications provider will be integrated to provide a redundant high-speed data links to connect the Correctional Regional Detention Facility, Pitches Detention Center, Men Central Jail, and Twin Towers Correctional Facility to the Sheriff's Communications Center and the primary data center. A redundant connection is essential to minimize downtime in the event of an interruption to the primary connection.

The new network architecture will establish a more stable computing environment and facilitate future expansion across the array of technologies supporting Custody facilities. It will reduce the occurrence of unplanned outages for both the Department's mission-critical and business-critical systems, ensuring a robust and reliable operational framework.

This upgrade will consist of the following phases:

- The replacement initiative encompasses enhancements to network devices, firewalls, Uninterruptable Power Supplies (UPS), servers, data storage systems, and software applications.
- Deployment and configuration of the new Hitachi storage systems within both Data Centers. This phase will also integrate new technologies into our existing infrastructure and encompass the setup and configuration of the new hardware, and testing including:
 - Connectivity and communication between network devices and servers
 - Network latency and response times
 - Bandwidth utilization and load handling
 - Failover and redundancy mechanisms
 - Security protocols and access controls
 - Integration with existing systems

Completing the comprehensive upgrade of both Data Centers is projected to take approximately 4-months. Migrate all CCTV footage from the present custody facilities premises (CRDF, PDC, MCJ, TTCF) to the Data Centers situated at the Sheriff's Communication Center and Norwalk Imperial Center. The novel architecture will aggregate all CCTV footage and retain it on-site for a duration of 3-months. Subsequently, after the initial 3-months, the data will be transferred to a secure cloud environment for an additional nine months, adhering to the stipulated one-year retention policy. The cloud environment is constructed as a two-tiered architecture that facilitates video retrieval through the Network Video Management System query process:

- Tier-one allowing for instant access to the requested video.
- Tier-two providing the requested video after the necessary time to restore takes place.

The entirety of the comprehensive migration upgrade is expected to be finalized within an estimated 4-month timeframe.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended action is consistent with the principles of the County's Strategic Plan, Goal 1, Operational Effectiveness and Fiscal Sustainability. The implementation of the Network Upgrade

will indirectly contribute to achieving the County's Strategic initiative 4 and Strategic Initiative 5, by achieving efficiencies that transform service delivered by replacing critical obsolete systems.

FISCAL IMPACT/FINANCING

Funding for Custody Network Upgrade will be through Custody's FY2023-24 Capital Asset and Services and Supplies that are included in the Department's approved Fiscal Year 2023-2024 budget (Board Approved FC-20). The funding amount is 7,067,000.00.

The estimated one-time costs for the proposed acquisitions are as follows:

Hardware/Software	\$5,492,000.00
Services and supplies	\$1,035,000.00
First year service cost (20 Gb redundant link)	\$ 540,000.00 (yearly recurrent cost)
Total Cost:	\$7,067,000.00

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In compliance with Board Policy 6.2020, "Chief Information Office (CIO) Board Letter Approval," the Office of the Chief Information Officer (OCIO) reviewed the information technology (IT) components (management, design, development, acquisition, expansion, or purchase of IT systems and/or relate services) of this request and recommends approval. The OCIO determined this recommended action(s) does not include any new IT items that would necessitate a formal written CIO Analysis.

On June 26, 2023, the Board approved the classification categories capital assets and new requirements for major capital assets purchasing requiring County departments to obtain Board approval to purchase ordinance equipment with a unit cost of \$250,000 or greater prior to submitting their requisition to the County Purchasing Agent.

CONTRACTING PROCESS

The acquisition of Custody Network Upgrade and components falls under the statutory authority of the County Purchasing Agent and will be accomplished in accordance with the County's purchasing policies and procedures.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this request will ensure continued services and uninterrupted operation of Custody Network Upgrade utilized by Los Angeles County law enforcement agencies.

The Honorable Board of Supervisors

October 17, 2023

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CONCLUSION

Upon Board approval, please return a copy of the adopted Board Letter to the Department's Technology and Support Division.

Sincerely,

Reviewed by:

ROBERT G. LUNA
SHERIFF

PETER LOO
INTERIM CHIEF INFORMATION