



**PUBLIC SAFETY
CLUSTER AGENDA REVIEW MEETING**

DATE: Wednesday, September 27, 2023
TIME: 9:30 a.m.

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.
TO PARTICIPATE IN THE MEETING CALL TELECONFERENCE NUMBER: (323) 776-6996
ID: 169948309# [Click here to join the meeting](#)

AGENDA

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

- 1. CALL TO ORDER**
- 2. GENERAL PUBLIC COMMENT**
- 3. INFORMATIONAL ITEM(S):** [Any Informational Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:
 - A. NONE**
- 4. PRESENTATION/DISCUSSION ITEM(S):**
 - A. Board Letter:**
FIVE-YEAR LEASE AMENDMENT – SHERIFF’S DEPARTMENT
9900 NORWALK BOULEVARD, SANTA FE SPRINGS
Speaker(s): Alexandra Nguyen-Rivera (CEO)
 - B. Board Briefing: (Continued from 9/20/23)**
CIVILIAN OVERSIGHT COMMISSION (COC) MONTHLY BRIEFING
Speaker(s): Danielle Vappie (COC)
 - C. Board Briefing: (Continued from 9/20/23)**
OFFICE OF INSPECTOR GENERAL (OIG) MONTHLY STATUS CUSTODY BRIEFING
Speaker(s): Max Huntsman (OIG)

Wednesday, September 27, 2023

5. PUBLIC COMMENTS

6. ADJOURNMENT

CLOSED SESSION ITEM(S):

CS-1 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

(Subdivision (a) of Government Code Section 54956.9)

S.S. Stephen Santiago, a Minor vs. County of Los Angeles, et al.

United States District Court Case No. 21-cv-070619-MRW

Department: Sheriff's

CS-2 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

(Subdivision (a) of Government Code Section 54956.9)

Dennis Garr vs. County of Los Angeles, et al.

Los Angeles Superior Court Case No. 20STCV05046

Department: Sheriff's

CS-3 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

(Subdivision (a) of Government Code Section 54956.9)

Marilyn Orcutt vs. County of Los Angeles, et al.

Los Angeles Superior Court Case No. BC708462

Department: Sheriff's

7. UPCOMING ITEM(S):

A. Board Letter:

MEMORANDUM OF UNDERSTANDING WITH THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES FIREARM RELINQUISHMENT SERVICES
Speaker(s): Jennipher Baez and Deborah Romero (Sheriff's)

B. Board Letter:

SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT WITH MAGIC MOUNTAIN, LLC
Speaker(s): Ruben Loera and Jason Ely (Sheriff's)

Wednesday, September 27, 2023

- C.** Board Letter:
AUTHORIZATION TO ACCEPT GRANT FUNDING FROM THE GREATER LA EDUCATION FOUNDATION
Speaker(s): Robert Smythe and Howard Wong (Probation)
- D.** Board Letter:
MEMORANDUM OF AGREEMENT WITH THE LOS ANGELES EMERGENCY PREPAREDNESS FOUNDATION, INC.
Speaker(s): Drew Smith, Marcia Velasquez and Julia Kim (Fire)
- E.** Board Letter:
AUTHORIZE THE LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE TO ENTER INTO GRANT AWARD AGREEMENTS AND ACCEPT GRANT FUNDS FROM THE STATE OF CALIFORNIA DEPARTMENT OF INSURANCE FOR THE AUTOMOBILE INSURANCE FRAUD, DISABILITY AND HEALTHCARE INSURANCE FRAUD, AND WORKERS' COMPENSATION INSURANCE FRAUD PROGRAMS AND APPROVE THE APPROPRIATION ADJUSTMENTS FOR FISCAL YEARS 2023-24
Speaker(s): Steven Frankland and Peter Cagney (District Attorney)

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

PUBLIC_SAFETY_COMMENTS@CEO.LACOUNTY.GOV



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. <u>X</u> No County-owned facilities available for the project.			
	4. ___ Could not get City clearance or approval.			
	5. ___ The Program is being co-located.			
E	Is lease a full-service lease? 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%					
	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th 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.