



Board of Supervisors Operations Cluster Agenda Review Meeting

DATE: March 27, 2024

TIME: 2:00 p.m. – 4:00 p.m.

MEETING CHAIR: John Leonard, 3rd Supervisorial District

CEO MEETING FACILITATOR: Thomas Luscombe

This meeting will be held in a hybrid format which allows the public to participate virtually, or in-person, as permitted under the Board of Supervisors' March 19, 2024 order.

To participate in the meeting in-person, the meeting location is:

Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012
Room 374-A

To participate in the meeting virtually, please call teleconference number

1 (323) 776-6996 and enter the following 439827168# or [Click here to join the meeting](#)

Members of the Public may address the Operations Cluster on
any agenda item during General Public Comment.

The meeting chair will determine the amount of time allowed for each item.

**THIS TELECONFERENCE WILL BE MUTED FOR ALL CALLERS. PLEASE DIAL
*6 TO UNMUTE YOUR PHONE WHEN IT IS YOUR TIME TO SPEAK.**

1. CALL TO ORDER

2. GENERAL PUBLIC COMMENT

3. DISCUSSION ITEM(S):

A) Board Letter:

RECOMMENDATION TO PROVIDE LEGAL REPRESENTATION FOR A
CLINICAL PSYCHOLOGIST EMPLOYED BY THE DEPARTMENT OF
HUMAN RESOURCES FOR ADMINISTRATIVE PROCEEDINGS BROUGHT
BY THE CALIFORNIA BOARD OF PSYCHOLOGY

DHR - Maggie Martinez, Assistant Director, Health and Wellness Branch

- B) Board Letter:
FIVE-YEAR LEASE
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
12440 EAST IMPERIAL HIGHWAY, NORWALK
CEO/RE - Alexandra Nguyen-Rivera, Section Chief, Leasing
- C) Board Letter:
THREE-YEAR AND FIVE-MONTH LEASE AMENDMENT
FIRE DEPARTMENT
16200 DAILY DRIVE, VAN NUYS
CEO/RE - Alexandra Nguyen-Rivera, Section Chief, Leasing
- D) Board Letter:
APPROVAL OF NEW BOARD OF SUPERVISORS COUNTYWIDE
LANGUAGE ACCESS POLICY
DCBA - Rigoberto Reyes, Executive Director of the Office of Immigrant Affairs

4. PRESENTATION ITEM(S):

- A) COUNTY OF LOS ANGELES ESTABLISHING THE INTERGOVERNMENTAL
BROADBAND COORDINATING COMMITTEE (IBCC)
ISD - Rebecca F. Kauma, Director of Digital Equity

5. ADJOURNMENT

UPCOMING ITEM(S) FOR APRIL 3, 2024:

- A) APD/CIO - APPROVE CONTRACT AMENDMENT NO. 1 WITH PUBLICIS
SAPIENT CORPORATION FOR A CLIENT CASE MANAGEMENT SYSTEM
- B) RR/CC - NOTIFICATION OF INTENT TO NEGOTIATE A SOLE SOURCE
CONTRACT WITH DIGITAL FOUNDRY, LLC FOR VOTING SOLUTIONS FOR
ALL PEOPLE (VSAP) SOFTWARE DEVELOPMENT AND SUPPORT
SERVICES
- C) CEO/RE - FIVE-YEAR LEASE
DEPARTMENT OF PUBLIC HEALTH
12440 EAST IMPERIAL HIGHWAY, NORWALK

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

OPS CLUSTER AGENDA REVIEW DATE	3/27/2024	
BOARD MEETING	4/9/2024	
DELEGATED AUTHORITY BOARD LETTER	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	All Districts – 3 Votes	
DEPARTMENT	Department of Human Resources (DHR)	
SUBJECT	Recommendation to provide legal representation for a clinical psychologist employed by the Department of Human Resources for administrative proceedings brought by the California Board of Psychology.	
PROGRAM	Occupational Health and Leave Management Division	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	It is necessary to quickly and assertively respond to the inquiry to ensure its appropriate resolution.	
COST & FUNDING	Total cost: \$30,000	Funding source: Funds for this representation will be allocated from DHR's existing operating budget.
	TERMS (if applicable): N/A	
	Explanation: Funding is for the defense of an administrative proceeding.	
PURPOSE OF REQUEST	Provide legal representation for one clinical psychologist who has been requested to respond to a California Board of Psychology inquiry.	
BACKGROUND (include internal or external issues that may exist)	The clinical psychologist has been requested to respond to an inquiry regarding alleged conduct with a former County employee during the process of a psychological evaluation and the decision to medically separate the employee from County employment. A review determined that the DHR clinical psychologist acted in good faith, without actual malice, and in the apparent interests of the County. DHR recommends that the Board direct County Counsel to secure legal representation for the clinical psychologist at the County's expense.	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: <ul style="list-style-type: none"> • Maggie Martinez, Assistant Director, Health and Wellness Branch • (213) 351-2921 • mmartinez@hr.lacounty.gov 	



LISA M. GARRETT
DIRECTOR OF PERSONNEL

COUNTY OF LOS ANGELES

DEPARTMENT OF HUMAN RESOURCES

HEADQUARTERS

KENNETH HAHN HALL OF ADMINISTRATION
500 W. TEMPLE STREET, ROOM 579 • LOS ANGELES, CALIFORNIA 90012
(213) 974-2406 • FAX (213) 621-0387

BRANCH OFFICE

510 S. VERMONT AVENUE, 12TH FLOOR • LOS ANGELES, CALIFORNIA 90020
(213) 866-5846 • FAX (213) 637-0821

April 9, 2024

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:

**RECOMMENDATION TO PROVIDE LEGAL REPRESENTATION FOR A CLINICAL
PSYCHOLOGIST EMPLOYED BY THE DEPARTMENT OF HUMAN RESOURCES
FOR ADMINISTRATIVE PROCEEDINGS BROUGHT BY THE CALIFORNIA BOARD
OF PSYCHOLOGY
(ALL DISTRICTS – 3 VOTES)**

SUBJECT

Request to provide legal representation for a clinical psychologist in the Department of Human Resources (DHR) for administrative proceedings brought by the California Board of Psychology.

IT IS RECOMMENDED THAT THE BOARD:

1. Provide legal representation for one clinical psychologist in DHR for administrative proceedings brought by the California Board of Psychology.
2. Find that the administrative proceedings are brought on account of alleged acts or omissions in the scope of the clinical psychologist's employment as an employee of the County of Los Angeles (County) DHR.
3. Find that the defense of the clinical psychologist would be in the best interest of the County.
4. Find that the clinical psychologist acted in good faith, without malice, and in the apparent interest of the County.

5. Direct County Counsel to secure legal representation, at the County's expense, for the clinical psychologist in DHR.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

DHR is seeking the Board of Supervisors' (Board) approval to provide legal representation for one clinical psychologist who has been requested to respond to a California Board of Psychology inquiry regarding alleged conduct with a former County employee during the process of a psychological evaluation. Based on the psychological tests conducted, the interview, and the former employee's response, the decision was made to medically separate the employee. The former employee subsequently filed a complaint with the California Board of Psychology.

The County's Chief of Psychological Services has reviewed the specific allegations in this case and confirms that the actions taken and the questions asked were appropriate and necessary in order to conduct a thorough psychological evaluation.

The clinical psychologist is employed by the County and was acting in the course and scope of his employment. Our review reveals no indication that the clinical psychologist acted in bad faith or with actual malice. Rather, it appears that the clinical psychologist acted in good faith, without actual malice, and in the apparent interests of the County.

It is necessary to quickly and assertively respond to the inquiry in order to ensure its appropriate resolution.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended action supports the County's Strategic Plan Goal No. 1, Operational Effectiveness, by ensuring that the committed efforts of our staff are recognized and defended when challenged.

FISCAL IMPACT/FINANCING

DHR estimates that the cost for providing legal representation will not exceed \$30,000. Funds will be allocated from DHR's existing operating budget.

FACTS AND PROVISION/LEGAL REQUIREMENTS

Government Code Section 995.6 provides that the County is not required to provide for the defense of an administrative proceeding brought against a County employee, but the County may provide for such defense if:

- The administrative proceeding is brought on account of an act or omission in the scope of his employment as an employee of the public entity; and

- The public entity determines that such defense would be in the best interests of the public entity and that the employee acted, or failed to act, in good faith, without actual malice, and in the apparent best interests of the public entity.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact on current services or projects.

CONCLUSION

DHR recommends that the Board find that the clinical psychologist acted in good faith, without actual malice, and in the apparent interests of the County and that his representation before the California Board of Psychology is in the best interests of the County. DHR further recommends that the Board direct County Counsel to secure legal representation for the clinical psychologist at the County's expense.

Respectfully submitted,

LISA M. GARRETT
Director of Personnel

LMG:RC:LF
NC:ER:SS

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

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	3/27/2024	
BOARD MEETING DATE	4/9/2024	
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)	Children & Family Services	
SUBJECT	Approve the proposed 5-year lease renewal for the continued use of 37,995 of existing office space and 151 on-site parking spaces at 12440 E. Imperial Highway, Norwalk, CA.	
PROGRAM	DCFS Bureau of Information Services	
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 lease has been on month-to-month holdover without a fee since it expired on April 30, 2020.	
COST & FUNDING	Total cost: \$4,752,000	Funding source: The lease costs for DCFS will be funded 45 percent by State and Federal funds and 55 percent net County cost. DCFS will not be requesting additional net County cost funds beyond existing resources for this action.
	TERMS (if applicable): The proposed leases will have an annual rental cost of \$844,000 for the first year for DCFS, whereby the County is responsible for electricity, and the Landlord is responsible for property operating expenses, janitorial, and repair and maintenance to the building.	
	Explanation: Sufficient funding is included in the DCFS's budget for FY 2023-24 for this action. Funding for future fiscal years will be requested through DCFS's annual budget process. There is no additional net County cost impact associated with the recommended action.	
PURPOSE OF REQUEST	Approval of the recommended action will authorize and provide continued use of this lease on behalf of DCFS.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The County has leased the subject location since 2003. The facility adequately meets the space needs of DCFS until its anticipated relocation to the Rancho Los Amigos campus.	
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"

April 9, 2024

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
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
12440 EAST IMPERIAL HIGHWAY, NORWALK
(FOURTH DISTRICT) (3 VOTES)**

SUBJECT

Approval of a proposed five-year lease to renew an existing lease to provide the Department of Children and Family Services (DCFS) continued use of 37,995 square feet of office space and 151 on-site parking spaces for its existing programs.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed lease is exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and in the record of the project.
2. Authorize the Chief Executive Officer, or her designee, to execute the proposed lease with Sonnenblick Del Rio Norwalk, LLC (Landlord), which will extend DCFS' use of approximately 37,995 square feet of office space and 151 on-site parking spaces located at 12440 Imperial Highway, Norwalk (Premises) to be occupied by DCFS. The estimated maximum first year base rental cost is \$844,000 for DCFS. The estimated total proposed lease costs are \$4,752,000 over the five-year term. The rental costs for DCFS will be funded by 45 percent State and Federal funds with 55 percent net County cost. DCFS 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

The purpose of this recommended action is to provide continuous, uninterrupted occupancy for the 165 DCFS employees located at this site. The current lease term expired on April 30, 2020, and is currently on month-to-month holdover with no additional fees charged by the Landlord. The proposed lease will enable DCFS to avoid immediate interruption of services until the proposed new Rancho Los Amigos campus in Downey is ready for occupancy.

Since April 2003, DCFS has housed several programs at the Premises, including most recently, its Bureau of Information Services, Child Care, and Training, Education, and Mentoring functions and programs. The Bureau of Information Services provides information technology support for the entire department. The Child Care program assists field staff with helping clients secure childcare services. The Training, Education and Mentoring functions is tasked with facilitating training programs for staff members within the department, in addition to Youth Services.

Due to the ongoing need for these in-person services at the Norwalk facility, there are no immediate plans for additional teleworking or hoteling at the Premises. Due to the short-term nature of the proposed lease, it would not be prudent to spend funds on significant tenant improvements. Parking is provided in the facility parking lot. The Premises is in proximity to local public 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 – Strengthen connection between service priorities and asset decisions and Key Objective No. 4 – Guide Strategic Decision Making.

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

FISCAL IMPACT/FINANCING

The estimated maximum first year base rental cost for the proposed lease is \$844,000, which includes parking at no additional cost. The aggregate cost associated with the proposed lease over the entire five-year term, including electricity, is \$4,752,000 as shown on Enclosure B-1. The proposed lease costs will be 45 percent by State and Federal funding sources and 55 percent net County cost that is already included in DCFS' existing budget. DCFS will not be requesting additional NCC for this action.

Sufficient funding to cover the proposed rent for the first year of the proposed lease is included in the Fiscal Year (FY) 2023-24 Rent Expense budget and will be billed back to DCFS. DCFS has sufficient funding in its FY 2023-24 Operating Budget 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 DCFS.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

- Upon commencement of the proposed lease, the annual rental rate will decrease from \$25.67 per square foot, per year to \$22.20 per square foot, per year. Base rent is subject to fixed annual increases of 3 percent.
- The Landlord is responsible for the operating, maintenance, and janitorial costs of the Premises, and the County is responsible for electricity. The County is not subject to the building's operating expense increases.
- The 151 on-site parking spaces are included in the base rent at no additional cost.
- The County shall have an ongoing right to terminate the proposed lease at any time on or after three years, with 180 days' prior written notice.
- Holdover at the proposed lease expiration is permitted on the same lease terms and conditions except the monthly base rent during the first four months of the holdover period will be at the base rent at the time of the lease expiration. If the County remains in holdover after the initial four-month period, the monthly base rent will increase by 25 percent of the base rent. Landlord agrees to credit the County all holdover fees paid to the Landlord during the holdover period if the County renews the proposed lease.

- The proposed lease will be effective upon approval by the Board and full execution of the proposed lease.

The Chief Executive Office conducted a market search of available office space for lease but was unable to identify any sites that could accommodate this requirement more economically. Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$27.03 and \$31.83 per square foot, per year. The base annual rental rate of \$22.20 per square foot, per year for the proposed lease represents a rate that is below the market range for the area. We recommend the proposed premises as the most suitable to meet the County's space requirements before the relocation to Rancho Los Amigos. In addition, co-working office space is not programmatically practical for the existing programs and activities at this facility.

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

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

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

ENVIRONMENTAL DOCUMENTATION

This project is exempt from CEQA, as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board, and section 15301 of the State CEQA Guidelines (Existing Facilities). The proposed lease, which involves the leasing of existing office space with minor tenant improvements within an existing building, with no expansion of the existing building, are 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.

The Honorable Board of Supervisors
April 9, 2024
Page 5

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

Respectfully submitted,

FESIA A. DAVENPORT
Chief Executive Officer

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

Enclosures

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

DEPARTMENT OF CHILDREN AND FAMILY SERVICES
12440 EAST IMPERIAL HIGHWAY, NORWALK
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 DCFS exceeds guideline due to sizeable server rooms and the nature of its programs.			X	
E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? ² DCFS has 151 parking spaces which is a ratio of 3.97/1,000.			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 Program will move to proposed new County-owned facility at Rancho Los Amigos campus.			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?				X
	1. ____ The program clientele requires a "stand alone" facility.				
	2. ____ 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. X The Program is being co-located.				
E	Is lease a full-service lease? ² This landlord does not cover lease electrical expenses.			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

[illegible]

COMPARISON OF THE PROPOSED LEASE TO EXISTING LEASE**DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

	Existing Lease: 12440 E. Imperial Highway, Norwalk	Proposed Lease: 12440 E. Imperial Highway, Norwalk	Change
Area (Square Feet)	37,995 sq. ft.	37,995 sq. ft.	None
Term (Years)	5 years	5 years	None
Annual Base Rent (Includes 151 parking spaces)	\$975,332	\$843,489	-\$131,843 annually
Total Annual Lease Costs Payable to Landlord	\$975,332	\$843,489	-\$131,843 annually
Rental Rate Annual Adjustment	CPI increases capped at 3 percent.	Fixed 3 percent increases.	Fixed 3 percent increases.

⁽¹⁾ Costs based on actual usage Sept. 2022 through Sept. 2023. Future cost subject to change.

**DEPARTMENT OF CHILDREN AND FAMILY SERVICES
SPACE SEARCH – 3 MILE RADIUS FROM
12440 IMPERIAL HIGHWAY, NORWALK**

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

FACILITY LOCATION POLICY ANALYSIS

Proposed lease: A Five-year Lease for the Department of Children and Family Services – 12440 Imperial Highway, Norwalk – 4th District.

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

B. Determination of the Service Area – The proposed lease will provide the uninterrupted use of 37,995 square feet of office space for DCFS's Bureau of Information Services, Child Care and Training, Education and Mentoring programs.

C. Apply Location Selection Criteria to Service Area Data

- Need for proximity to service area and population: Continuing need for existing programs in Service Area 7 and surrounding areas for DCFS.
- Need for proximity to existing County facilities: Close to other County departments including other DCFS locations offering other services, and the Departments of Public Health, Mental Health, Public Social Services, and the Sheriff.
- Need for proximity to Los Angeles Civic Center: N/A
- Economic Development Potential: N/A
- Proximity to public transportation: The location is accessible to the 5 and 605 freeways and adequately served by local bus transit services in the Norwalk vicinity.
- 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: Located within a long-standing commercial building with multiple County departments.
- Compatibility with local land use plans: The City of Norwalk has been notified of the proposed County use which is consistent with its use and zoning for office space at this location.
- Estimated acquisition/construction and ongoing operational costs: The aggregate cost associated with the proposed lease over the entire term is \$4,752,000.

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 \$27.03 and \$31.83 per square foot, per year. The base annual rental rate of \$22.20 per square foot, per year for the proposed lease represents a rate that is below the market range for the area. We were unable to identify any sites that could accommodate this requirement more economically. We recommend the current premises as the most suitable to meet the County's space requirements pending the relocation to Rancho Los Amigos.

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

The proposed lease will provide adequate and efficient office space for approximately 165 employees consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012. There are no other available buildings in the area that meet the Department's requirements.

**COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE**

LEASE AGREEMENT

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

**12440 IMPERIAL HIGHWAY, SUITE 500
NORWALK, CALIFORNIA 90650**

TABLE OF CONTENTS

	Page
CONTENTS	
1. BASIC LEASE INFORMATION.....	1
1.1 Terms	1
(a) Landlord's Address for Notices:.....	1
(b) Tenant's Address for Notices:.....	1
(c) Premises:.....	1
(d) Building:.....	1
(e) Term:	1
(f) Estimated Commencement Date.....	2
(g) Termination Date	2
(h) Irrevocable Offer Expiration Date: (see Section 33)	2
(i) Base Rent:.....	2
(j) Early Termination (see Section 4.4)	2
(k) Rentable Square Feet in the Premises:.....	2
(l) Initial Departmental Use:	2
(m) Parking Spaces:	2
(n) Tenant's Hours of Operation:.....	2
(o) Asbestos Report:	2
(p) Seismic Report	2
(q) Disabled Access Survey	2
1.2 Exhibits to Lease	3
2. PREMISES.....	3
2.1 Lease of Premises.....	3
2.2 Measurement of Premises	3
3. COMMON AREAS.....	3
4. COMMENCEMENT AND EXPIRATION DATES.....	4
4.1 Term	4
4.2 Intentionally Omitted	4
4.3 Intentionally Omitted	4
4.4 Early Termination	4
5. RENT	5
5.1 Base Rent.....	5
5.2 Base Rent Adjustments	5
6. USES	5
7. HOLDOVER.....	5
8. COMPLIANCE WITH LAW	6
9. DAMAGE OR DESTRUCTION	6
9.1 Damage.....	6
9.2 Tenant Termination Right.....	6
9.3 Damage In Last Year	7
9.4 Default By Landlord.....	7
10. REPAIRS AND MAINTENANCE.....	7
10.1 Landlord Representations	7
10.2 Landlord Obligations	9

10.3	Tenant Obligations	10
10.4	Tenant's Right to Repair.....	11
11.	SERVICES AND UTILITIES	11
11.1	Services.....	11
	(a) Premises Heating and Ventilation and Air Conditioning (VAC)	11
	(b) Electricity	12
	(c) Elevators.....	13
	(d) Water	13
	(e) Janitorial	13
	(f) Access	13
	(g) Pest Control.....	13
	11.2 Utilities.....	13
12.	TAXES	14
13.	LANDLORD ACCESS	14
14.	TENANT DEFAULT	14
	14.1 Default.....	14
	14.2 Termination	14
	14.3 No Effect on Indemnity	15
15.	LANDLORD DEFAULT	15
	15.1 Remedies	15
	15.2 Waiver	15
	15.3 Emergency	15
16.	ASSIGNMENT AND SUBLETTING	16
	16.1 Assignment and Subletting	16
	16.2 Sale	16
17.	ALTERATIONS AND ADDITIONS	17
	17.1 Landlord Consent.....	17
	17.2 End of Term.....	17
18.	CONDEMNATION	17
	18.1 Controlling Terms	17
	18.2 Total Taking.....	17
	18.3 Partial Taking	18
	18.4 Restoration	18
	18.5 Award	18
	18.6 Waiver of Statute.....	18
19.	INDEMNIFICATION	19
	19.1 Landlord's Indemnity	19
	19.2 Tenant's Indemnity	19
20.	INSURANCE.....	19
	20.1 Waiver	19
	20.2 General Insurance Provisions – Landlord Requirements.....	19
	20.3 Insurance Coverage Types And Limits	22
	20.4 Landlord Requirements	23
21.	PARKING.....	23
	21.1 Tenant's Rights	23
	21.2 Remedies	24
	21.3 Alternative Parking	24

22.	ENVIRONMENTAL MATTERS	24
	22.1 Hazardous Materials	24
	22.2 Landlord Indemnity	25
23.	ESTOPPEL CERTIFICATES	25
24.	TENANT IMPROVEMENTS	25
25.	LIENS	26
26.	SUBORDINATION AND MORTGAGES	26
	26.1 Subordination and Non-Disturbance	26
	26.2 Existing Deeds of Trust	26
	26.3 Notice of Default	26
27.	SURRENDER OF POSSESSION	26
28.	SIGNAGE	27
	28.1 Directory Signage	27
29.	QUIET ENJOYMENT	27
30.	GENERAL	27
	30.1 Headings	27
	30.2 Successors and Assigns	27
	30.3 Brokers	27
	30.4 Entire Agreement	27
	30.5 Severability	28
	30.6 Notices	28
	30.7 Governing Law and Venue	28
	30.8 Waivers	28
	30.9 Time of Essence	28
	30.10 Consent	28
	30.11 Community Business Enterprises	29
	30.12 Memorandum of Lease	29
	30.13 Counterparts; Electronic Signatures	29
31.	AUTHORITY	29
32.	ACKNOWLEDGEMENT BY LANDLORD	30
	32.1 Consideration of GAIN Program Participants	30
	32.2 Solicitation of Consideration	30
	32.3 Landlord Assignment	30
	32.4 Smoking in County Facilities	32
33.	INTENTIONALLY OMITTED	32

EXHIBITS

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

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

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

Landlord and Tenant agree:

1. BASIC LEASE INFORMATION

1.1 Terms

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

(a) Landlord's Address for Notices:	12440 Imperial Highway Office of the Building, Suite 101 Norwalk, CA 90650 Email: bob@sonndev.com, nelson.delrio@icloud.com
(b) Tenant's Address for Notices:	County of Los Angeles Chief Executive Office - Real Estate Division 320 West Temple Street, 7th Floor Los Angeles, CA 90012 Attention: Director of Real Estate With a copy to: County of Los Angeles Office of the County Counsel 648 Kenneth Hahn Hall of Administration 500 West Temple Street, Suite 648 Los Angeles, CA 90012-2713 Attention: Property Division
(c) Premises:	Approximately 37,995 rentable square feet designated as Suite 500 in the Building (defined below), as shown on <u>Exhibit A</u> attached hereto.
(d) Building:	The Building located at 12440 Imperial Highway, Norwalk, California, which is currently assessed by the County Assessor as APN 8047-006-004 and 8047-006-007 (collectively, the "Property").
(e) Term:	Five (5) years

(f) Estimated Commencement Date	April 1, 2024
(g) Termination Date	March 31 st , 2029
(h) Intentionally Omitted	
(i) Base Rent:	\$70,290.75 per month [i.e., \$1.85 per RSF; \$843,489 per year (\$22.20 per RSF)]
(j) Early Termination (See Section 4.4)	At or after Three (3) years with One-hundred eighty (180) days' notice.
(k) Rentable Square Feet in the Premises:	37,995 rentable square feet (RSF)
(l) Initial Departmental Use:	Department of Children and Family Services administrative offices, subject to Section 6.
(m) Parking Spaces: (see Section 21)	151 unreserved spaces.
(n) Tenant's Hours of Operation:	6 a.m. to 6 p.m. Monday through Friday, and 6 a.m. to 12 p.m. on Saturdays, except for legal holidays.
(o) Asbestos Report:	A report dated March 7, 2019, prepared by Partner Engineering North Carolina, PLLC, a licensed California Asbestos contractor.
(p) Seismic Report	A report dated March 7, 2019, prepared by Partner Engineering North Carolina, PLLC and a report dated March 10, 2022, prepared by the Department of Public Works.
(q) Disabled Access Survey	A report dated December 22, 2011, prepared by County of Los Angeles County Affirmative Action.

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

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. Landlord shall have the right to make changes to the Common Areas, in Landlord's sole discretion, from time to time provided such changes do not unreasonably interfere with Tenant's use of or access to the Premises or availability of parking. Tenant shall comply with all reasonable, non-discriminatory rules and regulations regarding the use of the Common Area established by Landlord.

4. **COMMENCEMENT AND EXPIRATION DATES**

4.1 Term

The term of this Lease shall commence on the date of mutual execution of the Lease (the Commencement Date) and terminate on the Termination Date. Within thirty (30) days of 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. Tenant is the prior occupant of the Premises and shall accept the furniture, fixtures, and equipment ("FF&E") located in the Premises in "as is, where is" condition and, notwithstanding anything to the contrary in this Lease, Landlord is not required to modify or add to such FF&E or to reimburse Tenant for the modification of or addition to such FF&E.

4.2 Intentionally Omitted

4.3 Intentionally Omitted

4.4 Early Termination

Tenant shall have the right to terminate this Lease at any time after the Early Termination date specified in Section 1.1, by giving Landlord not less than One-hundred eighty (180) days' prior written notice, executed by Tenant's Chief Executive Officer or his/her designee.

5. **RENT**

5.1 Base Rent

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

5.2 Base Rent Adjustments

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

Months	Rate	Monthly Rent
1 - 12	\$1.85	\$70,290.75

13 - 24	\$1.91	\$72,399.47
25 - 36	\$1.96	\$74,571.46
37 - 48	\$2.02	\$76,808.60
49 - 60	\$2.08	\$79,112.86

6. USES

Landlord agrees that the demised Premises, together with all appurtenances thereto, shall be used by the Tenant for the government department set forth in Section 1.1, any other County Department the County designates, any other governmental purposes, or other lawful purposes that do not materially adversely interfere with other uses or occupants in the Building, during Tenant's Hours of Operation, after Tenant's Hours of Operation, and on weekends and holidays.

7. HOLDOVER

If Tenant remains in possession of the Premises or any part thereof after the expiration of the term of this Lease ("Holdover Period"), 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.

During the first four (4) months of the Holdover Period, monthly Base Rent shall be equal to the last monthly Base Rent payable under this Lease prior to the Holdover Period, plus any other charges payable under this Lease, and subject to all of the terms, covenants, and conditions of this Lease. After the aforementioned initial 4-month Holdover Period, Monthly Base Rent shall increase to be 125% of the Base Rent ("Holdover Fee") and monthly Base Rent shall remain at this rate for the remainder of the Holdover Period. In the event Tenant elects to renew its Lease during the Holdover Period, then Landlord shall credit to Tenant as a credit against Base Rent next due during the renewal period the amount, if any, that the Holdover Fee exceeds the total Monthly Base Rent that otherwise would have been paid during the Holdover Period had the Monthly Base Rent been equal to that at the commencement of the new lease.

8. COMPLIANCE WITH LAW

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

9. DAMAGE OR DESTRUCTION

9.1 Damage

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises may be

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

9.2 Tenant Termination Right

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises will not be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days for any reason, then Tenant may terminate this Lease by giving Landlord written notice within ten (10) days after Tenant's receipt of written notice from Landlord or its agents specifying such time period of repair; and this Lease shall terminate and the Base Rent shall be abated from the date the Premises became unusable. If Tenant does not elect to terminate this Lease, then Landlord shall promptly commence and diligently prosecute to completion the repairs to the Building or Premises, provided that insurance proceeds are available to repair the damages and Tenant shall continue to pay Base Rent subject to abatement to the extent that the Premises are unusable by Tenant.

9.3 Damage In Last Year

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

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

9.4 Default By Landlord

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

- (a) Declare a default hereunder, or

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

10. **REPAIRS AND MAINTENANCE**

10.1 Landlord Representations

- (a) Landlord represents to Tenant that, to the Landlord's knowledge, as of the date hereof and on the Commencement Date:
 - i. The Premises, the Building, and all Common Areas (including electrical, heating (Premises only), and ventilating and air conditioning ("VAC"), mechanical, plumbing, gas and fire/life safety systems in the Building and similar building service systems) comply with all current laws, codes, and ordinances, including but not limited to the Americans With Disabilities Act, 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 to Tenant that, to the Landlord's knowledge and based upon a professional inspection of the Premises and the Building and the Asbestos Report (as defined in Section 1.1) that the Premises and the Building contain no asbestos containing materials (other than as may be reflected in the Asbestos Report). Landlord shall, prior to Tenant's occupancy, abate, at Landlord's sole cost and expense, all asbestos-containing materials to the extent required by law and provide Tenant with an updated report from a licensed California Asbestos contractor to that effect. In the event asbestos is subsequently found to exist, it shall be the Landlord's responsibility to remove such asbestos at its sole cost and expense unless such asbestos was introduced by the Tenant, in which case such cost shall be paid by Tenant.

(c) CASp Inspection:

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

☐ Have undergone inspection by a Certified Access Specialist (a "CASp") and have been determined to meet all applicable construction related accessibility standards pursuant to California Civil Code Section 55.53. Landlord shall provide Tenant with a copy of the CASp inspection

report and a current disability access inspection certificate for the Premises within seven (7) days after the execution of this Lease.

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

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

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

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

10.2 Landlord Obligations

- (a) Landlord shall keep and maintain the Property in good condition and repair and promptly make repairs to and perform maintenance upon and replace as needed:

- i. the structural elements of the Building, including without limitation, all permanent exterior and interior walls, floors and ceilings, foundations, roof, concealed plumbing, stairways, concealed electrical systems and intra-building telephone network cables;
 - ii. mechanical (including both Landlord and Tenant installed Premises electric in-duct heating coils ("Premises Heating") and Building VAC), electrical, plumbing and fire/life systems serving the Building;
 - iii. the Common Areas;
 - iv. exterior windows of the Building; and
 - v. elevators serving the Building.
- (b) Landlord, at its sole cost and expense unless otherwise stated herein, shall also perform all maintenance and repairs to the Premises, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted. Landlord's repair and maintenance obligations include, without limitation, maintenance of, or repairs to, or replacements of:
- i. spot clean floor covering if it will properly remove/address any soiled conditions;
 - ii. interior partitions;
 - iii. doors, door frames and hardware;
 - iv. spot clean the interior side of demising walls and/or spot clean the walls if it will properly remove/address any soiled conditions;
 - v. signage, excepting Tenant's personal signage within the Premises;
 - vi. emergency exit signage and battery replacement;
 - vii. VAC equipment dedicated to the mechanical rooms housing Tenant's computer servers and related equipment (at Tenant's expense and with Tenant's assigned Chief Executive Office Property Manager's review and written approval of said costs in advance of any material work to be performed that is not otherwise scheduled repair and maintenance);
 - viii. Light fixtures, bulbs, tubes and ballasts;
 - ix. Parking areas (including resurfacing, restriping, landscaping, sweeping, and lighting as applicable); and
 - x. Furniture systems and any other fabric or upholstered surfaces including chairs, couches, walls, etc., spot cleaned, or if determined to be necessary in Tenant's sole discretion, professionally cleaned in their entirety using a water extraction system, on an annual basis at Tenant's sole cost and expense.

- (c) Landlord shall, to the best of its ability, provide all reports, maintenance records, or other documentation as may be requested from time to time.
- (d) Landlord shall provide security, maintenance, repairs, water and other services to the Premises and common area to a standard similar to other comparable class office buildings in the Norwalk area sub-market.

10.3 Tenant Obligations

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

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

10.4 Tenant's Right to Repair

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

Rent payable by Tenant under this Lease the amount set forth in its invoice for such work. The remedies provided in this Section are in addition to the remedies provided in Section 15.

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

11. SERVICES AND UTILITIES

11.1 Services

(a) Premises Heating and Ventilation and Air Conditioning (VAC)

Landlord shall furnish Premises Heating and VAC (other than server or IT room VAC that Tenant may install and operate at its own expense), 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. All heat provided to the Premises is derived from electric in-duct heat boxes within the Premises and all such heat boxes are to be connected to the Tenant's metered electric panel and the cost of operations of such boxes is a Tenant expense.

Landlord also shall provide VAC services during hours other than Tenant's Hours of Operation ("After Hours VAC"), subject to the following terms and conditions:

(1) Landlord shall provide the After Hours VAC if Tenant gives Landlord advance notice of its need for such service no later than 24 hours before such need on Monday through Friday (except holidays referred to above) that Tenant requires the services, and no later than 24 hours before the last business day preceding the weekend or holiday that Tenant requires the service. In addition, and notwithstanding the foregoing, Tenant may contact the Building manager or on-site Building engineer at any reasonable time to order After Hours VAC, and Landlord shall, to the extent reasonably practicable and at Tenant's expense to the extent of actual and reasonable labor costs incurred, provide After Hours VAC service as requested by Tenant, even if Tenant failed to give notice within the time periods specified above.

(2) Landlord will provide the After Hours VAC at "Actual Cost", defined herein as the actual costs incurred by Landlord in providing any particular service (including Landlord's reasonable estimate of related administrative cost for the cost of such service (to the extent not duplicative of costs included in Operating Costs) and applicable depreciation related to the

increased utilization of equipment used in providing the service). There shall be no start-up charges and minimum usage for After Hours VAC service. The foregoing direct charges shall be payable by Tenant as Additional Rent. The rate for After Hours VAC currently is Eighty-Five Dollars (\$85.00) per hour, which Landlord and Tenant acknowledge is appropriate in accordance with the foregoing. Landlord shall be entitled to increase such charge from time to time, upon at least thirty (30) days prior written notice to Tenant, but only to reflect increases in the cost of labor, electricity, water, and water treatment in connection therewith.

(b) Electricity

Landlord shall furnish to the Premises the amount of electric current necessary for power and lighting and electric current for Premises Heating and VAC, and Landlord shall provide the existing transformers or sub-panels for the Premises necessary for Tenant to utilize such capacity in the Premises. The Premises shall be metered for electricity by a meter installed by Landlord at Landlord's cost and expense. If Landlord elects to furnish non-public utility sourced electrical service to the Premises, Tenant must purchase its requirements thereof from Landlord and Tenant shall be billed monthly for its actual usage at a cost never to exceed 97% of the cost of similar electricity offered directly by the local public utility over the same billing period (local utility per kWh charge for any given month for similar load shall be included on all billing). Tenant shall pay Landlord for the cost of Premises metered electricity within fifteen (15) business days of billing.

If Tenant requires additional telecommunications service, Landlord shall arrange it at Tenant's expense and Landlord will cooperate.

(c) Elevators

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

(d) Water

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

(e) Janitorial

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

(f) Access

Landlord shall furnish to Tenant's employees and agents access to the Building, Premises and Common Areas on a seven day per week, 24 hour per day basis, subject to compliance with such reasonable security measures as shall from time to time be in effect for the Building. If required, Landlord shall provide the initial 14 access cards or fobs to all Tenant employees for Building entry, elevators, and/or floor access at Landlord's sole cost and expense. Tenant shall pay Landlord Ten Dollars (\$10) for any replacement or additional building access cards or fobs required.

(g) Pest Control

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

11.2 Utilities

Landlord agrees to pay when due, whether reimbursed pursuant to the terms of this Lease or not, all charges for the use of the sewer, effluent treatment (when and if imposed by any governmental authority), all water, sprinkler standby charges, electricity, gas, Premises Heating, and common area power and lighting, trash removal service, fire/life safety systems, charges associated with the Premises Heating and VAC, and other utility rents and charges accruing or payable in connection with the Premises and the Common Areas during the Term of this Lease or any renewal, extension, or holdover thereof, whether the same are prorated or measured by separate meters. In the event Landlord fails or refuses to pay any or all of such charges when due, Tenant may give Landlord ten (10) calendar days prior written notice and thereafter pay directly such charges and deduct the payments from the next installments of rent due as a charge against the Landlord.

12. TAXES

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

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

13. LANDLORD ACCESS

Tenant shall permit Landlord and its agents to enter the Premises during Tenant's Hours of Operations upon prior written notice only for the purpose of inspecting the Premises for any reasonable purpose; provided, however, in the event of an emergency, Landlord shall be allowed to enter the Premises to perform repairs related to the emergency. If Landlord temporarily closes any portion of the Building or the Premises, Base Rent shall be prorated based upon the percentage of the Premises or the Building rendered unusable and not

used by Tenant. Landlord shall have the right at any and all times to enter the Premises in the event of an emergency and notify Tenant immediately thereafter.

14. TENANT DEFAULT

14.1 Default

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

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

14.2 Termination

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

14.3 No Effect on Indemnity

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

15. LANDLORD DEFAULT

15.1 Remedies

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

any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein:

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

15.2 Waiver

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

15.3 Emergency

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

16. **ASSIGNMENT AND SUBLETTING**

16.1 Assignment and Subletting

Tenant may assign or otherwise transfer this Lease or sublet the whole or any part of the Premises by providing prior written notice to Landlord; provided (i) the intended use of any such assignment or transfer is allowed under the terms of the GSA Lease for FBI and Homeland Security within the Building, and (ii) no such assignment, subletting or other transfer shall relieve Tenant of any liability under this Lease unless Landlord has given its written consent thereto, which Landlord shall not unreasonably withhold, condition or delay if the assignee has a financial condition which is reasonably sufficient for it to be responsible for all future obligations under this Lease.

16.2 Sale

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

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

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

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

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

17. ALTERATIONS AND ADDITIONS

17.1 Landlord Consent

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

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

17.2 End of Term

Any Alterations, fixtures, equipment, and all other personal property placed or installed in or upon the Premises or otherwise owned by Tenant, or under its authority (including any modular furniture) shall, if Landlord so requests, be removed by Tenant at the end of the Term. Any Alterations, fixtures, equipment and all other personal property owned, placed or installed in or upon the Premises by Tenant, or under its authority (including any modular furniture) not removed by Tenant shall become the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the Term.

18. **CONDEMNATION**

18.1 Controlling Terms

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

18.2 Total Taking

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

18.3 Partial Taking

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

18.4 Restoration

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

18.5 Award

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

18.6 Waiver of Statute

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

19. INDEMNIFICATION

19.1 Landlord's Indemnity

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

19.2 Tenant's Indemnity

The Tenant shall indemnify, defend and hold harmless the Landlord, from and against any and all liability, loss, injury or damage, including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees) arising from or connected with the Tenant's repair, maintenance and other acts and omissions, negligence or willful misconduct of Tenant, or its contractors, licensees, agents, employees, guests or visitors, or arising from any breach or default under this Lease 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 additional insured status under the Landlord's General Liability policy, shall be delivered to Tenant at the address shown below and provided prior to the start day of this Lease.
- ii. Renewal Certificates shall be provided to Tenant not less than 10 days after the Landlord's policy expiration dates. The Tenant reserves the right to obtain complete, certified copies of any required Landlord insurance policies at any time.
- iii. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Lease by name or number or the Premises, and be signed by an authorized representative of the insurer(s). The Tenant shall be named as an additional insured (or its equivalent) for the Premises only. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding one hundred thousand dollars (\$100,000.00) dollars, and list any Tenant-required endorsement forms.
- iv. Neither the Tenant's failure to obtain, nor the Tenant's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Landlord, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- v. Certificates and copies of any required endorsements, and/or notices of cancellation shall be delivered to:

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

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

(b) Additional Insured Status and Scope of Coverage

The Tenant, which is the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively, "Tenant and its Agents"), shall be provided additional insured status under Landlord's General Liability policy with respect to liability arising from or connected with the Landlord's acts, errors, and omissions arising from and/or relating to the Landlord's operations on and/or its ownership of the Premises with respect to Tenant. Tenant's additional insured status shall apply with respect to liability and defense of suits arising out of the Landlord's acts or omissions, whether such liability is attributable to the Landlord or to the Tenant. The full policy limits and scope of protection also shall apply to the Tenant as an additional insured with respect to the Tenant's use of the Premises as stated in Section 1.1(k) of the Lease, even if they exceed the Tenant's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

(c) Cancellation of or Changes in Insurance

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

(d) Failure to Maintain Insurance

Landlord's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a Landlord Default. In lieu of treating the failure as a Landlord Default, the County in its sole discretion may purchase the Required Insurance, and without further notice to Landlord, deduct the premium cost from sums due to Landlord or pursue Landlord reimbursement.

(e) Insurer Financial Ratings

Insurance is to be provided by an insurance company authorized to do business in California, with an A.M. Best rating of not less than A:VII, 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:	\$ 2 million
Personal and Advertising Injury:	\$ 1 million
Each Occurrence:	\$ 1 million
Damage to Premises:	\$ 1 million
Medical Expense Limit:	\$ 10,000

Tenant, at its sole option, may satisfy all or any part of this insurance requirement through use of a program of self-insurance (self-funding of its liabilities). Certificate evidencing coverage or letter evidencing self-funding will be provided to Landlord after execution of this Lease at Landlord's request. Notwithstanding Tenant's right to self-insure, Landlord shall not waive its right to tender third party claims to Tenant caused by Tenant's intentional or negligent acts or omissions or such intentional or negligent acts or omissions of Tenant's contractors, invitees and/or licensees.

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

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

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

(b) Commercial Property Insurance. Such insurance shall:

- i. Provide coverage for any tenant improvements and betterments to the Premises that constitute "fixtures" (excludes all other furniture, fixtures, and equipment, including but not limited to the computer server room and any equipment therein); this coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), excluding earthquake and including flood and ordinance or law coverage.

- ii. Be written for the full replacement cost of the Property, with a deductible no higher than the greater \$250,000 or 5% of the Property value. Insurance proceeds shall be payable to the Landlord and Tenant, as their interests may appear, and be utilized for repair and restoration of the Premises or Landlord's property, as determined by the nature of the loss.

21. PARKING

21.1 Tenant's Rights

Tenant shall have the right to the number of unreserved parking spaces set forth in Section 1.1 for the Term of this Lease. No tandem parking shall be required or allowed except as provided below, and Tenant shall be entitled to full in and out access privileges at all times. Tenant's parking rights shall be subject to reasonable parking rules and regulations adopted by Landlord from time to time, provided that such procedures shall be uniformly applied to all tenants. Tenant acknowledges that all unreserved parking spaces are not for the exclusive use of Tenant, rather, all such parking spaces are to be used on a non-exclusive, first-come, first-served basis by Tenant and other tenants, occupants, licensees, invitees and permittees of the Building. Tenant shall have the right to increase or decrease the number of reserved and/or unreserved parking subject to availability and thirty (30) days written notice to the Landlord; provided, however, Landlord shall have the right to recapture any increase in parking should such parking be required for other tenancies. Landlord, at its sole expense, shall provide Tenant with at least one (1) parking access card or key fob for each unreserved parking space set forth in Section 1.1, if applicable. If additional access cards or key fobs are later required, lost, stolen, or replaced, Tenant shall pay ten dollars (\$10) per access card or key fob.

21.2 Remedies

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

- (a) terminate this Lease by giving written notice of such termination to Landlord, which notice shall be effective thirty (30) days thereafter, or
- (b) negotiate with Landlord for an equitable reduction in the monthly rent based upon the fair market value of such parking or the loss of such parking if not replaced.

21.3 Alternative Parking.

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

22. ENVIRONMENTAL MATTERS

22.1 Hazardous Materials

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

22.2 Landlord Indemnity

Landlord shall indemnify, protect, defend (by counsel acceptable to Tenant) and hold harmless Tenant from and against any and all claims, judgments, causes of

action, damage, penalties, fines, taxes, costs, liabilities, losses and expenses arising at any time during or after the Term as a result (directly or indirectly) of, or in connection with, the presence of Hazardous Materials on, under or about the Premises, Building or Common Areas or other violation of laws relating to Hazardous Materials other than those caused by Tenant. This indemnity shall include, without limitation, the cost of any required or necessary repair, cleanup or detoxification, and the preparation and implementation of any closure, monitoring or other required plans, as such action is required by local or state laws or any governmental agency. Landlord shall promptly deliver to Tenant a copy of any notice received from any governmental agency during the Term of this Lease concerning the presence of Hazardous Materials in the Building or the Premises. Landlord's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Lease. A default by Landlord under this Section shall constitute a material default under this Lease.

23. ESTOPPEL CERTIFICATES

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

24. 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 sixty (60) days after the execution of this Lease.

26.3 Notice of Default

If any mortgagee or beneficiary under a deed of trust affecting the Property gives written notice of its name and address to Tenant by registered mail and requests copies of any notice of default that Tenant serves upon Landlord, Tenant agrees to use its best efforts (but without liability for failure to do so) to give such mortgagee or beneficiary a copy of any notice of default that Tenant serves upon Landlord which could permit Tenant to terminate this Lease, along with an additional ten (10) days within which to cure such default.

27. SURRENDER OF POSSESSION

Subject to casualty, at the expiration of the Term of this Lease, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises to Landlord in a "broom-clean" condition, ordinary wear and tear, damage by earthquake, fire or the elements and other disaster or casualty excepted. Tenant and Landlord agree, Landlord may require Tenant to remove, at its own expense, during or at the expiration or other termination of the term of this Lease, or any termination of any extension or holdover period thereof, as the case may be, all furniture, fixtures, equipment and all other personal property placed or installed in or upon the Premises by Tenant, or under its authority (including any modular furniture).

28. SIGNAGE

28.1 Directory Signage

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

29. QUIET ENJOYMENT

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

30. GENERAL

30.1 Headings

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

30.2 Successors and Assigns

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

30.3 Brokers

Landlord and Tenant each represent and warrant to each other that it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease and shall indemnify and hold harmless each other against any loss, cost, liability or expense incurred by the other party as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made in variance with this representation.

30.4 Entire Agreement

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

30.5 Severability

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

30.6 Notices

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

30.7 Governing Law and Venue

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

30.8 Waivers

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

30.9 Time of Essence

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

30.10 Consent

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

30.11 Community Business Enterprises

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

30.12 Memorandum of Lease

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

30.13 Counterparts; Electronic Signatures

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

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

31. AUTHORITY

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

32. ACKNOWLEDGEMENT BY LANDLORD

Landlord acknowledges that it is aware of the following provisions:

32.1 Consideration of GAIN Program Participants

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

32.2 Solicitation of Consideration

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

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

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

32.3 Landlord Assignment

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

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

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

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

apparent in communicating the intent. (Los Angeles County, California - Code of Ordinances Chapter 2.126.)

33. INTENTIONALLY OMITTED

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 "asis" 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 be personal to the original Tenant and 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:

SONNENBLICK DEL RIO NORWALK LLC,
a Delaware limited liability company

By: 
Name: Nelson Del Rio
Its: Co-Manager

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT
Chief Executive Officer

By: _____
John T. Cooke
Assistant Chief Executive Officer

ATTEST:

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


By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: 
Senior Deputy

EXHIBIT A
Floor Plan

 Premises

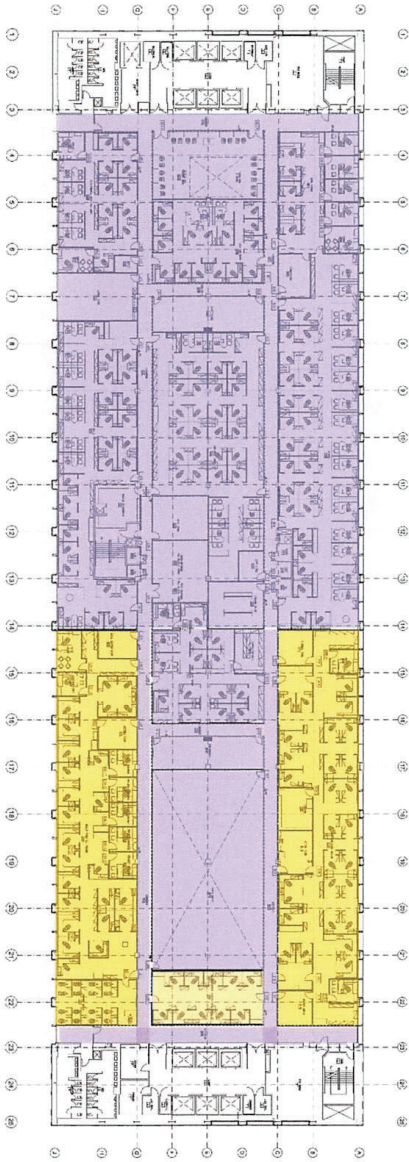


EXHIBIT B

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 Sonnenblick Del Rio Norwalk LLC, a Delaware limited liability company ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the building located at 12440 Imperial Highway, Suite 500, Norwalk, CA 90650, Landlord and Tenant hereby acknowledge as follow:

- 1) Landlord delivered possession of the Premises to Tenant in a Substantially Complete condition on March , 2024 ("Possession Date");
- 2) Tenant has accepted possession of the Premises and now occupies the same;
- 3) The Lease commenced on March , 2024 ("Commencement Date");
- 4) The Premises contain 37,995 rentable square feet of space;
- 5) Base Rent per month is \$70,290.75.
- 6) Parking Rent per month is included.
- 7) Base Rent Adjustments
 - (a) Base Rent is subject to fixed three percent (3%) annual increases over the previous year's Base Rent as follows:

Months	Rate	Monthly Rent
1 - 12	\$1.85	\$70,290.75
13 - 24	\$1.91	\$72,399.47
25 - 36	\$1.96	\$74,571.46
37 - 48	\$2.02	\$76,808.60
49 - 60	\$2.08	\$79,112.86

IN WITNESS WHEREOF, this memorandum is executed this _____ day of _____, 2024.

Tenant:

Landlord:

COUNTY OF LOS ANGELES,
a body corporate and politic

SONNENBLICK DEL RIO NORWALK LLC,
a Delaware limited liability company

By: _____
Name _____
Its _____

By: _____
Name _____
Its _____

EXHIBIT C

PREMISES HEATING AND VENTILATION, AND AIR CONDITIONING IN OTHER THAN DATA AND SERVER ROOMS

Landlord shall supply cooling, ventilating, and Premises 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 (+/- 200-sq.ft. to allow for marginal situations) and one diffuser for each 200 square feet (+/- 50-sq.ft. to allow for marginal situations) of usable/net square footage within the Premises (distribution within the Premises shall be considered a Tenant Improvement and be paid for from funds available for Tenant Improvements). If energy requirements prohibit Landlord from complying with these requirements, Tenant shall not unreasonably withhold its consent to temporary waivers or modifications.

EXHIBIT D

CLEANING AND MAINTENANCE SCHEDULE

A. DAILY (Monday through Friday)

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

B. WEEKLY

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

C. MONTHLY

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

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

D. QUARTERLY

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

E. SEMI-ANNUALLY

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

F. ANNUALLY

29. Carpets cleaned and spot cleaned as needed. Landlord shall not use bonnet cleaning on carpets.
30. Furniture Systems and any other fabric or upholstered surfaces including chairs, couches, walls, etc., spot cleaned, or if determined to be necessary in Tenant's sole discretion, professionally cleaned in their entirety using a water extraction system.
31. Bathroom and any other ceramic tile surfaces professionally cleaned. All grout and porous surfaces resealed with a professional grade sealant, as needed.
32. Touch-up paint interior painted surfaces in a color and finish to match existing, as needed.
33. Server Room VAC units serviced for preventative maintenance purposes and other service as required and filters as needed, if applicable
34. Interior windows washed as required inside and outside

G. AS NEEDED

35. The sidewalks, driveways, parking areas and all means of access and egress for the Premises should be maintained in good repair, and in clean and safe condition at all times.

36. All lawns, shrubbery and foliage on the grounds of the Premises should be maintained in good condition and neat in appearance. Grass and shrubbery must be replanted as needed to maintain the grounds in good appearance and condition.
37. Interior and exterior pest control inspections and remediation, as needed.
38. All VAC ducts cleaned as needed.

H. GENERAL

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

EXHIBIT E

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

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

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

)
)
)
)
)
)
)

Space above for Recorder's Use

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

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

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

Factual Background

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

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

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

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

Agreement

Therefore, the parties agree as follows:

HOA.104512500.1

Exhibit E
SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

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

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

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

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

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

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

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

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

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

(e) be bound by any modification or amendment of or to the Lease which materially increases Landlord's obligations under the Lease or materially decreases Tenant's

obligation under the Lease, unless Lender has approved such modification or amendment in writing, which approval shall not be unreasonably withheld, conditioned or delayed.

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

To Lender: _____

To Borrower: _____

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

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

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

By: _____
Name: _____
Title: _____

BORROWER: *[Insert name of Landlord]*

By: _____
Name: _____
Title: _____

LENDER: *[Insert name of Lender],*

By: _____
Name: _____
Title: _____

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

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

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

personally appeared _____,
Name of Signer(s)

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

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

WITNESS my hand and official seal.

Signature (Seal)

EXHIBIT F

TENANT ESTOPPEL CERTIFICATE

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

Attn: _____

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

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

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

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

 (b) The current Rent is set forth above.

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

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

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

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

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

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

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

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

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

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

COUNTY OF LOS ANGELES,
a body corporate and politic

By: _____
Name: _____
Title: _____

EXHIBIT G

COMMUNITY BUSINESS ENTERPRISE FORM

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

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

1. Firm Name:			3. Contact Person/Telephone Number:			
2. Address:						
			4. Total number of employees in the firm:			
Provide the number of all minority employees and	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						
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,		MINORITY/WOMEN-OWNED FIRM CERTIFICATION	
3. Provide the percentage of	All Empl	Women	Is your firm currently certified as a minority owned business firm by the: State of California? <input type="checkbox"/> Yes <input type="checkbox"/> No City of Los Angeles? <input type="checkbox"/> Yes <input type="checkbox"/> No
Black/African			
Hispanic/Latin			
Asian American			
Portuguese American			
American			Section D. OPTION TO PROVIDE REQUESTED INFORMATION
			<input type="checkbox"/> We do not wish to provide the information required in this form.

All Others			Firm Name: _____
			Signature/Title: _____

EXHIBIT H

MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

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

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

MEMORANDUM OF LEASE

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

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

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

Dated: _____, 20__.

LANDLORD: _____

By: _____

Its: _____

By: _____

Its: _____

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT
Chief Executive Officer

By: _____

John T. Cooke
Assistant Chief Executive Officer

ATTEST:

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

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
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)
) SS.
COUNTY OF _____)

On _____, before me,

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

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

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

WITNESS my hand and official seal.

Signature (Seal)

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	3/27/2023	
BOARD MEETING DATE	4/23/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input checked="" type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Fire	
SUBJECT	Three-year and five-month lease amendment for 1.28 acres of land which includes 32,753 square feet of hangar space at 16200 Daily Drive, Van Nuys, CA 91406	
PROGRAM	Air Operations	
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	Fire would like to commence use immediately to protect aircraft from natural elements.	
COST & FUNDING	<div> <div> <p>Total cost: \$335,000 for the proposed lease amendment. The total aggregate cost for the existing lease and the proposed amendment is \$713,000</p> </div> <div> <p>Funding source: The Fire Department, as a Special District, is funded independently from the County's General Fund, and relies primarily on property tax revenue to provide essential fire protection, lifeguard services, and emergency medical services. Sufficient funding is included in the Fire Department's Fiscal Year 2023-24 Final Adopted Budget. There is no impact to net County cost.</p> </div> </div> <p>TERMS (if applicable): The proposed lease amendment will have a cost of \$15,200 for the first two months for the proposed additional premises and an annual cost of \$93,400 for the first full year, where the tenant will be responsible for all operating expenses, including utilities, janitorial, repair and maintenance to the building.</p> <p>Explanation: Sufficient funding to cover the proposed rent for the first year of the proposed lease term is included in the Fiscal Year 2023-24 Rent Expense budget and will be billed back to the Fire Department. The Fire Department 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 will be addressed through the annual budget process for the Fire Department.</p>	
PURPOSE OF REQUEST	Approval of the recommended actions will authorize and provide use of a hangar space for the Fire Department.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The County has leased the subject location since 1994. The proposed lease amendment is for additional occupancy at the subject property for approximately 32,753 square feet of hangar space situated on 1.28 acres of land in the Van Nuys Airport. The proposed lease amendment will enable the Department to use the space to store firefighting helicopter(s) alleviating the heliport in Pacoima and will remedy the existing encroachment by the Coulson heavy-lift helicopter and two Super Scooper.	
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"

April 23, 2024

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:

**THREE-YEAR AND FIVE-MONTH LEASE AMENDMENT
FIRE DEPARTMENT
16200 DAILY DRIVE, VAN NUYS
(THIRD DISTRICT) (3 VOTES)**

SUBJECT

Approval of a proposed three-year and five-month lease amendment to an existing lease to provide the Los Angeles County Fire Department (Fire) with an additional use of 1.28 acres of land, which includes 32,753 square feet of hangar space for Fire to store firefighting helicopter(s), and ancillary materials/supplies that are directly related to providing fire and life safety services.

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 the City of Los Angeles (Landlord), for 1.28 acres of land including approximately 32,753 square feet of hangar space located at 16200 Daily Drive (Premises) to be occupied by Fire. The proposed amendment will add the additional Premises to the existing Premises, so the termination dates will be conterminous. The estimated maximum cost for the first two months of the term for the proposed additional Premises is \$15,200, and the first full year of base rental costs for the proposed additional Premises is \$93,400. The estimated total

proposed lease amendment cost is \$335,000 over the three-year and five-month term. The rental costs will be funded independently from the County's General Fund and is already included in Fire's existing budget. The Fire Department, as a Special District, relies primarily on property tax revenue to provide essential fire protection, lifeguard services, and emergency medical services. Fire will not be requesting additional net County Cost (NCC) for this action and there will be no impact to NCC.

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

Fire has been leasing 1.75 acres of ramp space at the Van Nuys airport since 1994. The existing lease with the City Los Angeles, Los Angeles World Airports (LAWA) does not expire until September 6, 2027. Fire currently uses the subject property as a staging location for the deployment of water-dropping aircraft and to station emergency personnel associated with aircraft operations.

The proposed lease amendment is for an additional use of approximately 1.28 acres of land, which includes 32,753 square feet of hangar space. Currently, Fire houses most of its firefighting and life-safety helicopters at its Air Operations heliport in Pacoima. Expanding to the proposed Premises will alleviate congestion at the Pacoima heliport. In addition to the hangar space, the larger footprint will provide additional area needed to properly stage Fire's water-dropping aircraft, which currently do not fit within the existing leased premises.

No employees will be assigned to this hangar. The 32,753 square feet of hangar space will serve as a storage space for aircraft and various fire and safety related equipment. The Premises is easily accessible for Fire, and this is the only airport that could accommodate this type of use.

The existing lease was executed by the Chief Executive Officer under delegated authority provided under Los Angeles County Code Section 2.08.163. This proposed amendment is submitted for the Board's approval because the aggregate costs for the existing lease and the proposed lease amendment exceed the Chief Executive Officer's authority limits established under Los Angeles County Code Section 2.08.163.

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 - Strengthen connection between service priorities and asset decisions and Key Objective No. 4 Guide Strategic Decision-Making.

The proposed lease amendment supports the above goals and objective by providing adequate hangar space to store firefighting helicopter(s), and ancillary materials/supplies that are directly related to providing vital fire and life safety services to the entire County.

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

FISCAL IMPACT/FINANCING

The estimated maximum base rental cost for the first two months of the term for the proposed additional Premises is \$15,200 and the first full year of base rent for the proposed additional Premises is \$93,400. The aggregate cost associated with the proposed lease amendment over the entire three year and five months term, is \$335,000 as shown in Enclosure B-1. The aggregate cost associated with the existing lease and the proposed lease amendment over the remaining balance of the term, is \$713,000, as shown in Enclosure B-1. Fire, as a Special District, is funded independently from the County’s General Fund, and relies primarily on property tax revenue to provide essential fire protection, lifeguard services, and emergency medical services. Sufficient funding is included in Fire’s Fiscal Year (FY) 2023-24 Final Adopted Budget. There is no impact to NCC.

Sufficient funding to cover the proposed rent for the first year of the proposed lease amendment term is included in the FY 2023-24 Rent Expense budget and will be billed back to Fire. Fire has sufficient funding in its FY 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 Fire.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In addition to the terms previously stated, the proposed lease amendment incorporates the existing lease terms, including the following provisions:

- Base rent is subject to annual increases based on fixed annual increases of 3 percent.
- The County is responsible for the operating and maintenance cost of the building, and all utilities and janitorial costs.
- A three-year and five-month initial term which coincides with the existing lease term. The expiration date remains September 6, 2027.
- The County does not have the right to terminate the proposed lease early.
- There is no holdover upon the proposed lease amendment expiration, and instead the proposed lease amendment will revert to month-to-month at the same lease terms and conditions.
- The City of Los Angeles has asked the County to sign the proposed lease amendment first and then the proposed lease amendment will be taken to LAWA's Board of Airport Commission for approval. The proposed lease amendment will be effective upon approval by the City of Los Angeles and full execution of the proposed lease amendment, including the term and rent commencement.

Due to the unique location and use of this site, the Chief Executive Office did not issue a flyer soliciting proposals for available space to address this space need. Further, the Chief Executive Office did not conduct a market search of available space for lease since the subject property is located at the Van Nuys airport, which is governed by the Board of Airport Commissioners. The Board of Airport Commissioners sets the rates at all the various airports and the rates are non-negotiable, and similar airport space in close proximity would fall under these same rates. We recommend the proposed Premises as the most suitable to meet the County's space requirements.

The required notification letter to the City of Los Angeles 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 Fire's Air Operations 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 hangar space for this County requirement. Fire concurs with the proposed lease amendment and recommendations.

The Honorable Board of Supervisors
April 23, 2024
Page 6

Respectfully submitted,

FESIA A. DAVENPORT
Chief Executive Officer

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

Enclosures

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

**FIRE DEPARTMENT
16200 DAILY DRIVE**

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				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?				N/A
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 use CEO Space Request Evaluation (SRE)?		X		
B	Was the space need justified?		X		
C	If a renewal lease, was co-location with other County departments considered?			X	
D	Why was this program not co-located with other County departments?				
	1. ____ The program clientele requires a "stand alone" facility.				
	2. <u>X</u> No suitable County occupied properties in project area.				
	3. <u>X</u> No County-owned facilities available for the project.				
	4. ____ Could not get City clearance or approval.				
	5. ____ The Program is being co-located.				
E	Is lease a full-service lease? 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 adopted by the Board of Supervisors 11/17/98					
² If not, why not?					

OVERVIEW OF THE PROPOSED BUDGETED LEASE COSTS

**16200 Daily Drive
Fire Department**

Basic Lease Assumptions

Total Leased Area - Ramp Space (acres)	3.0275
Total Leased Area - Building Space (SF)	2,276
Total Leased Area- Hangar Space (SF)	32,753

Existing Leased Area - Expanded Ramp Premises (acres)	1.75
Existing Leased Area - Building Space (SF)	2,276

Additional Leased Area - Expanded Ramp Premises (acres)	1.28
Additional Leased Area - Hangar Space (SF)	32,753

Monthly

Additional Rent - Expanded Ramp Premises (\$45,219.22 per acre per year)	\$4,823.38
Additional Rent- Hangar Space (\$1.00 per SF per year)	\$2,729.42
Term (Months)	41
Annual Rent Adjustment	3%

	1 st Year ⁽¹⁾	2 nd Year	3 rd Year	4 th Year	5 th Year ⁽²⁾
Additional Annual Rent Costs - Expanded Ramp Premises	\$9,647	\$59,617	\$62,000	\$64,000	\$17,000
Additional Annual Rent Costs - Hangar Space	\$5,459	\$33,736	\$35,000	\$37,000	\$10,000
Total Annual Lease Costs for Additional Space	\$15,106	\$93,353	\$97,000	\$101,000	\$27,000

Footnotes

(1) Existing lease year begins July 7th. This is a partial year for two months of rent.

(2) Existing lease year end September 6th. This is a partial year for three months of rent.

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

FACILITY LOCATION POLICY ANALYSIS

Proposed lease: Lease amendment for the Fire Department (Fire) – 16200 Daily Drive – Third District.

A. Establish Service Function Category – Air Operations - Fire and Life Safety services

B. Determination of the Service Area – Air operation for entire LA County

C. Apply Location Selection Criteria to Service Area Data

- Need for proximity to service area and population: N/A
- Need for proximity to existing County facilities: 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 LA Metro and is in close proximity to the 405 freeway.
- Availability of affordable housing for County employees: The surrounding area provides for affordable housing and rental opportunities.
- Use of historic buildings: N/A
- Availability and compatibility of existing buildings: There are no alternative existing County buildings available that meet the Fire's space needs.
- Compatibility with local land use plans: The City of Los Angeles has been notified of the proposed County use which is consistent with its use and zoning for hangar 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 \$335,000. The aggregate cost associated with the existing lease and the proposed lease amendment over the entire term is \$712,000.

D. Analyze results and identify location alternatives

Due to the unique location and use of this site, we were unable to identify any sites that could accommodate Fire's need for hangar space for the storage firefighting helicopter(s), and ancillary materials/supplies that are directly related to providing fire and life safety services. We recommend the proposed Premises as the most suitable to meet the County's space requirements for Fire's Air Operations.

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 storage space of firefighting helicopter(s), and ancillary materials/supplies that are directly related to providing fire and life safety services consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012.

FIRST AMENDMENT TO LEASE NO. VNA-9197 BETWEEN THE CITY OF LOS ANGELES AND COUNTY OF LOS ANGELES AT VAN NUYS, CALIFORNIA AT VAN NUYS AIRPORT

This FIRST AMENDMENT TO LEASE NO. VNA-9197 ("First Amendment") is made and entered into this _____ day of _____ 2024 ("Effective Date"), by and between the CITY OF LOS ANGELES, a municipal corporation, acting by order of and through its Board of Airport Commissioners of the Department of Airports also known as Los Angeles World Airports or LAWA (hereinafter referred to as "City" or "LAWA"), and COUNTY OF LOS ANGELES, a body corporate and politic (hereinafter referred to as "Lessee" and together with City or LAWA, the "Parties").

RECITALS

A. WHEREAS, on November 2, 2022, City and Lessee entered into Lease No. VNA-9197 ("Lease") at Van Nuys Airport ("Airport"); and

B. WHEREAS, City and Lessee, by mutual agreement, desire to amend the Lease, as set forth in this First Amendment;

NOW, THEREFORE, the parties hereto, for and in consideration of the terms, covenants and conditions herein contained, City and Lessee do hereby mutually agree that the Lease shall BE AMENDED AS FOLLOWS:

AMENDMENTS

1. Section 1. Article 1, Section 1.1 of the Lease is hereby deleted in its entirety and replaced with the following:

"1.1. Description. The subject property is located at 16200 Daily Drive, Van Nuys, California, located at Van Nuys Airport, (hereinafter referred to as "Airport") and includes approximately 3.0275 acres of land, 2,276 square feet of office building space, and 32,753 square feet of hangar space ("Demised Premises"). The Demised Premises are identified in the drawing attached hereto as Exhibit A, and are also identified on Exhibit B, both of which are attached hereto and incorporated by reference herein."

2. Section 2. Exhibit "A" and Exhibit "B" of the Lease are hereby deleted in their entirety and replaced with the following new Exhibit "A" and Exhibit "B" attached hereto to this First Amendment and shall be incorporated into the Lease by reference.

3. Section 3. It is understood and agreed by and between the parties hereto that, except as specifically provided herein, this First Amendment shall not in any manner alter, change, modify or affect any of the rights, privileges, duties or obligations of either of the parties hereto under or by reason of the Lease, and except as expressly amended herein, all of the terms, covenants, and conditions of the Lease shall remain in full force and effect.

4. Section 4. Counterparts; Electronic Signatures. This First Amendment may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associate with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail 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

First Amendment 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 First Amendment had been delivered that had been signed using a handwritten signature. All parties to this First Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this First Amendment 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(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this First Amendment based on the foregoing forms of signature. If this First Amendment 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 the California Uniform Electronic Transactions Act ("UETA") (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, 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.

IN WITNESS WHEREOF, the Parties hereto have themselves or through their duly authorized officers caused this First Amendment to be executed as of the Effective Date.

CITY OF LOS ANGELES,
a municipal corporation

By: _____
Chief Executive Officer
Department of Airports

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO
City Attorney

By: _____
Deputy/Assistant City Attorney

COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT
Chief Executive Officer

By: _____
JOHN T. COOKE
Assistant Chief Executive Officer
Asset Management Branch

ATTEST:

DEAN C. LOGAN
Registrar-Recorder/County Clerk

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Senior Deputy

Exhibit A



Exhibit B

Rental Payment
16200 Daily Drive

Rent Payment

Rental, fees and other charges effective on Commencement Date of the Lease

<u>Property Address</u>	<u>Monthly Rent</u>
16200 Daily Drive	
<u>Ramp Space</u> (3.0275 Acres @ \$45,219.22 per acre per year/12)	\$11,408.43
<u>Building</u> (2,276 Square Feet @ \$10.80 per square foot per year/12)	\$2,048.40
<u>Hangar</u> (32,753 Square Feet @ \$1.00 per square foot per year/12)	\$2,729.42
Total:	<u>\$16,186.25</u>

Faithful Performance Guarantee Amount: \$48,558.75

**Note: rental, fees and other changes, as set forth in this Exhibit "B-1" are subject to adjustments pursuant to this Lease.*

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	3/27/2024		
BOARD MEETING DATE	4/23/2024		
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)	Dept. of Consumer and Business Affairs (DCBA) - Office of Immigrant Affairs (OIA)		
SUBJECT	APPROVAL OF NEW BOARD OF SUPERVISORS COUNTYWIDE LANGUAGE ACCESS POLICY (3 VOTES- ALL DISTRICTS)		
PROGRAM	N/A		
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	Policy to be adopted at 4/23 Board Meeting.		
COST & FUNDING	Total cost: \$ N/A	Funding source: To be determined.	
	TERMS (if applicable):		
	Explanation: Within two years from the time your Board adopts the LA Policy, OIA, in consultation with the Chief Executive Office, will analyze and report back on its fiscal impact. It is important to note that by strengthening language access, the LA Policy supports board directed priorities and may result in savings to the County by streamlining processes, reducing barriers, and improving access to County services.		
PURPOSE OF REQUEST	Recommendation to Adopt a Countywide Language Access Policy		
BACKGROUND (include internal/external issues that may exist including any related motions)	Consistent with your Board's directives on January 25, 2022, " Strengthening Language Access in County Services ", and March 7, 2023, " Improving Language Access in Los Angeles County ," related to improving language access Countywide and develop a Countywide Language Access Policy, the Department of Consumer and Business Affairs recommends adopting the proposed Language Access Policy.		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No The LA Policy is inherently equity-focused, leveraging broader equity principles and goals even without directly applying the Equity Index Tool, underscoring the County's commitment to inclusivity and access for all.		

<p>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please state which one(s) and explain how:</p> <p>Language Access is a critical component germane to all nine Board-directed priorities and overall systems improvement, embedding inclusivity across initiatives to enhance service efficiency and accessibility.</p> <ol style="list-style-type: none"> 1. Anti-Racism Diversity and Inclusion: Bolsters ARDI efforts by language inclusivity, breaking down linguistic barriers that perpetuate systemic inequities, and promoting equitable access to services for diverse linguistic communities. 2. Care First, Jails Last: Language access amplifies the "Care First, Jails Last" approach by ensuring all community members can access preventative and rehabilitative services, reducing reliance on incarceration and fostering a more inclusive, supportive justice system. 3. Sustainability: Language access underpins the "Our County Plan" vision for a more equitable and sustainable County by ensuring inclusivity in environmental initiatives. It enables wider community participation and understanding, fostering a collective effort towards a resilient and sustainable future. 4. Child Protection: Enhances protective measures by ensuring vital information and support services are linguistically accessible, safeguarding the well-being of children across diverse language backgrounds and fostering a safer environment for every child. 5. Environmental Health: Supports environmental health initiatives by ensuring that critical information reaches all communities in their languages, empowering informed decisions about environmental risks and promoting healthier, more sustainable living conditions. 6. Health Integration: Advances integrated health services by promoting linguistic inclusivity, ensuring all individuals, regardless of language proficiency, have equitable access to health information and services, contributing to better health outcomes for all County residents. 7. Homelessness: Facilitates access to housing support and homelessness prevention for non-English speakers by improving communication and accessibility to support services. 8. Immigration: Enhances accessibility and understanding of immigration-related services and resources through language support, crucial for non-English-speaking immigrants navigating complex legal and support systems. 9. Poverty Alleviation: Amplifies the impact of poverty alleviation programs by removing language barriers, ensuring equitable access to economic resources, support services, and empowerment opportunities for linguistically diverse individuals and families.
<p>DEPARTMENTAL CONTACTS</p>	<p>Name, Title, Phone # & Email:</p> <p>Rigoberto Reyes, Executive Director of the Office of Immigrant Affairs, 213.247.1365, RReyes@dcba.lacounty.gov</p>



LOS ANGELES COUNTY

CONSUMER & BUSINESS AFFAIRS

April 23, 2024

Board of Supervisors

Hilda L. Solis
First District

Holly J. Mitchell
Second District

Lindsey P. Horvath
Third District

Janice Hahn
Fourth District

Kathryn Barger
Fifth District

Director

Rafael Carbajal

Chief Deputy

Joel Ayala

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

Dear Supervisors:

**APPROVAL OF NEW BOARD OF SUPERVISORS COUNTYWIDE
LANGUAGE ACCESS POLICY
(3 VOTES – ALL DISTRICTS)**

SUBJECT

Recommendation to approve a Countywide Language Access Policy that will demonstrate the Los Angeles County Board of Supervisor's (County) commitment to equitable access to language services.

IT IS RECOMMENDED THAT THE BOARD:

Approve the attached Countywide Language Access Policy.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action supports the County's mission to establish superior services through interdepartmental and cross-sector collaboration that both increases access to services and measurably improves the quality of life for the people and communities in the County.

1. Demonstrates that the County is making investments that transform the lives of all County residents.
2. Fosters vibrant and resilient linguistic communities.
3. Helps to realize an innovative County government responsive to residents' linguistic needs.
4. Demonstrates a commitment to equitable and culturally responsive access to government services.



dcba.lacounty.gov
info@dcba.lacounty.gov

320 W. Temple St., Room G-10, Los Angeles CA, 90012-2706
(213) 974-1452 • (800) 593-8222 • Fax: (213) 687-1137

BACKGROUND

On January 25, 2022, the Board of Supervisors (Board) unanimously passed a motion directing the Department of Consumer and Business Affairs (DCBA) and its Office of Immigrant Affairs (OIA), in consultation with County Counsel, the Department of Children and Family Services, the Alliance for Health Integration, the Department of Public Social Services, other impacted County departments, as well as strategic external partners and stakeholders, to develop and submit to your Board, within 180 days, a Countywide Language Access and Equity Plan.

On October 17, 2022, OIA submitted to your Board a report on Strengthening Language Access in County Services (Report). As part of its research, OIA conducted a landscape analysis of federal, state, and local language access programs, identifying best and promising practices. OIA engaged over 100 County and community stakeholders to get their perspectives and feedback on barriers confronting speakers of Languages Other Than English (LOTE) to accessing County services and programs.

On March 7, 2023, your Board unanimously passed a motion co-authored by Board Chair Supervisor Hahn and Supervisor Solis to adopt the Report along with its recommendations. The motion directed OIA, in consultation with County Counsel, to prepare a Countywide Language Access Policy (LA Policy) that will demonstrate the County's commitment to equitable access to language services for the Board's consideration and adoption.

JUSTIFICATION

Your Board recognizes that the region's cultural diversity is an essential part of its identity, as well as a source of growth and prosperity. Immigrants from all over the world migrate to Los Angeles seeking refuge, freedom, and opportunity. Equitable language access means access to improved life outcomes for all County residents. The ability to access services in one's preferred language can significantly contribute to the following: Improved health outcomes; Economic security; Educational achievement; and Employment opportunities.

The County is one of the world's most culturally and linguistically diverse jurisdictions, with over 200 languages and dialects spoken. Due to historical and systemic inequity, not all County residents have had equal access to language services. Further, more than half of the County population speaks a language other than English at home, and one in three County residents live in a linguistically isolated household, meaning that no one over the age of 14 speaks English fluently.

This Policy will serve as a framework for County departments to provide linguistically and culturally responsive services to LOTE speakers. It is intended to complement the countywide effort to support anti-racism, diversity, inclusion, and equity. Integrating

language access supports County departments in assisting LOTE speakers to reach their full potential at all stages of life by:

1. Reducing disparities in life course outcomes, as well as disparities in public investment to shape those outcomes
2. Developing and implementing strategies that identify and effectively support LOTE speakers as a historically disadvantaged population
3. Authentically engaging LOTE-speaking residents, organizations serving LOTE speakers, and other community stakeholders to inform and determine interventions and investments
4. Improving long-term outcomes for LOTE speakers both intergenerationally and multi-generationally
5. Using language need data to effectively assess community equity needs and support timely assessment of progress
6. Disaggregating data and analysis within racial/ethnic, language, and immigration status subgroups
7. Working collaboratively and intentionally across departments as well as across leadership levels and decision-makers
8. Acting urgently and boldly to achieve tangible results for LOTE speakers
9. Aligning policies, processes, and practices to effectively address equity challenges through the County's workforce (i.e., personnel, contractors, vendors)

FISCAL IMPACT/FINANCING

The immediate fiscal impact to ramp up Language Access and the requirements of the policy is approximately \$0.225 million to fund one position. This need was submitted as part of the Department's FY 2024-25 Recommended Budget request. While long term, permanent resource needs are identified, this resource will enable the department to provide technical support to all County departments in completing their Departmental Language Access Plans, understanding and implementing the Language Access Policy (Policy), developing and implementing language access training for their staff, aligning their systems and structures around the Policy, and creating and implementing intake systems for customer language access complaints. The department's Office of Immigrant Affairs (OIA) is required to provide this support to departments pursuant to a March 7, 2023, Board motion. With this resource, OIA will be able to provide this support to

departments for the next two years, or until a long-term analysis establishes the level of resources OIA will need to carryout its responsibilities.

The long-term need will require an in-depth analysis. Within two years from the time your Board adopts the LA Policy, OIA, in consultation with the Chief Executive Office, will analyze and report back on the fiscal impact of this policy based on a comprehensive analysis of needed resources to fully implement and administer the policy. Once the analysis has been completed and the long-term need has been identified, OIA can subsequently work with CEO-Budget and submit a funding request via the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Federal, state, and local laws offer guidance on language access. Each department is governed by laws, policies, and procedures that govern language access in their specific field (e.g., health agencies needing to be compliant with HIPAA standards). Some of the major federal and state regulations include Title VI of the Civil Rights Act of 1964, Federal Executive Order 13166, California Dymally-Alatorre Bilingual Services Act, and California Code 1135.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

OIA, as the County's coordinating agency for language access, will provide technical assistance and training to individual departments on developing their language access plans. This includes building a bench of outsourced interpreters and translators for non-threshold languages that can be a shared resource for all County departments.

Individual departments will develop their own annual language access plans that will include staff training and development of language access policies for both the County and the individual department. Additionally, strategic partnerships with community interpreters and translators will expand the county's capacity to deliver language access services through trained and certified professionals from the linguistic communities it seeks to serve. Upon Board approval, the proposed LA Policy would make the County the largest county nationwide with such a comprehensive policy.

CONCLUSION

DCBA requests that the Executive Officer, upon approval by the Board, return one adopted-stamped copy of this letter and policy to the Director of DCBA.

Respectfully submitted,

Rafael Carbajal
Director

RC:JA:RR

Attachment

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

DRAFT



Los Angeles County BOARD OF SUPERVISORS POLICY MANUAL

Policy #:	Title:	Effective Date:
0.000	Countywide Language Access Policy (Policy)	00/00/00

PURPOSE

Establishes a Countywide Language Access Policy ("Policy") that provides direction and guidelines for how Los Angeles County ("County") and its departments, commissions, and offices ("Departments") will ensure every resident of the County has equitable access to language services when interacting with the County. The intent of this Policy is to foster an organizational culture that realizes its commitment to equity and linguistically and culturally responsive service to one of the most diverse counties in the country.

REFERENCE

January 25, 2022, unanimously approved ["Strengthening Language Access in County Services"](#) Board motion

October 17, 2022, ["Report Back on Strengthening Language Access in County Services"](#) pursuant to the January 25, 2022 Board motion

March 7, 2023, unanimously approved ["Improving Language Access in Los Angeles County"](#) Board motion

POLICY

This Policy applies to all County Departments, administrative entities, and vendors conducting business on behalf of the County.

All Departments will strive to provide services, conduct internal operations, allocate resources, establish regulations, and operate facilities in a manner that support equitable language access for all individuals.

The Department of Consumer and Business Affairs ("DCBA") and its Office of Immigrant Affairs ("OIA") will provide leadership, accountability, technical assistance, and coordination

across Departments to support implementation and to ensure language services are offered in the pursuit of goals articulated in this Policy.

OIA will establish strategic goals and standards, identify areas of need to measure progress on the Policy, and report to the Board at regular intervals on such progress.

In addition, the County will have three strategic objectives to address the language access needs of speakers of Languages Other Than English ("LOTE"):

I. Empower the County's workforce to consistently deliver linguistically and culturally responsive service.

1. Prioritize the recruitment of staff that reflect the County's cultural and linguistic diversity;
2. Provide training, certification, and professional development opportunities that support the County workforce, consistently providing accurate, high-quality, and accessible language access services; and
3. Establish and maintain collaborations with vendors to provide accurate, high-quality, and accessible language access services.

II. Integrate language access, equity, and inclusion in every aspect of County work.

1. Collect and analyze data regarding language needs in order to make effective resource allocation decisions;
2. Include language access in countywide strategic plans and major initiatives; and
3. Incorporate language access and cultural responsiveness in County community engagement practices to engage diverse, underserved, and LOTE-speaking communities in the development of County plans, initiatives, and projects.

III. Support the County in having a flexible and efficient administrative, technological, and physical infrastructure to help meet the linguistic needs of County residents.

1. Invest in technology and infrastructure to ensure countywide language access for all County residents;
2. Expand equity-focused language access and culturally responsive outreach investments to increase support for community-based organizations, particularly those that represent and serve historically marginalized, immigrant and LOTE-speaking communities; and
3. Diversify the means of County support for equitable language access to include facilities, land use, funding, policies, and other means, and identify ways that each Department can assist in eliminating barriers to access.

Departments shall strive to incorporate the above three strategic objectives into their overall Language Access Planning.

Roles & Responsibilities

OIA as the County's Language Access Coordinator

OIA will serve as the coordinating agency for countywide language access. OIA will support Departments in developing their Departmental Language Access Plans ("DLAPs") through the following:

- I. Provide technical assistance;
- II. Coordinate trainings that complement the departmental language access trainings; and
- III. Align County systems and structures around this Policy

OIA will also support Departments in effectively receiving, acknowledging, and resolving language access complaints. Complaints can be submitted directly by a complaining party or by a person or organization designated by the complaining party. The departmental complaint process should align with the guidance provided for DLAPs in Exhibit A of this Policy.

When acknowledging receipt of a complaint to the complaining party, the Department shall include the following:

- I. A copy of the Language Access Complaint Form provided by OIA to the Department, redacted for any confidentiality based on legal requirements;
- II. The URL for the online version of the Language Access Complaint Form; and
- III. The OIA phone number and email address

Departmental Staffing of Language Access

Each Department shall identify a Departmental Language Access Liaison ("Departmental Liaison"). The Departmental Liaison will be the primary point of contact for any questions regarding the DLAP.

The Departmental Liaison will be responsible for oversight, implementation, and performance of the DLAP. The Departmental Liaison should report to the Department's executive leadership in order to assist executive leadership in making effective decisions about strategy, resources, and training to support the DLAP.

Implementation & Reporting

All Departments shall develop their DLAPs using the guidance provided in Exhibit A of this Policy and in consultation with the OIA. Every two years, following the first submission of a DLAP consistent with the guidance provided in Exhibit A of this Policy, each Department shall submit to OIA an updated DLAP that addresses any changes since the prior DLAP. Exhibit A of this Policy is subject to revision by OIA due to legal requirements and/or other needs as determined by OIA in consultation with the Departments.

RESPONSIBLE DEPARTMENT

Department of Consumer and Business Affairs

Chief Executive Office

DATE ISSUED/SUNSET DATE

Issue Date: February 6, 2024

Sunset Date: February 5, 2026

DEPARTMENTAL LANGUAGE ACCESS PLAN ("DLAP")

To accomplish the goal of equitable access to language services, all County departments must submit a DLAP that clearly articulates strategies and procedures and effectively allocates resources.

Definitions

1. **Speaker of a Language Other Than English ("LOTE"):** Also known as Limited English Proficiency or English Language Learner, this designation refers to individuals who do not speak English as their primary language and do not read, write, or speak English.
2. **Preferred Language:** The primary language in which an individual prefers to read, write, and speak.
3. **Interpretation:** Rendering spoken or signed language into another language while maintaining the meaning and tone of the language.
4. **Translation:** Rendering written communication into another language while preserving meaning.
5. **Vital Documents:** Documents that affect enrollment, continued participation, or termination from a County program, benefit, or service.
6. **Language Access:** Providing free language assistance to LOTE speakers in their preferred language, including through interpretation and translation services, to help enable reasonable access to and an opportunity to fully participate in the services, resources, and programs administered by the County.
7. **Language Access Complaint:** Common scenarios include but are not limited to the availability of language services not communicated to the public when language services were not provided when requested, and when the quality of language services did not meet the needs of the LOTE speaker.

The DLAP shall address the following sections. If a section does not apply to the Department, the Department shall provide a reason for why it does not apply:

Part 1: Assessing Language Need

The DLAP shall describe procedures for the collection of data regarding clients' preferred language at every point of contact a LOTE speaker might have with the Department. Common points of contact include:

- Entrances to County facilities;
- Customer service counters;
- Telephonic consultations;
- Public meetings;

- Public events conducted online; and
- Community outreach

The DLAP shall describe the level of language assistance appropriate for each major point of contact with a LOTE speaker. For example, a bilingual County worker who speaks a LOTE speaker's language may be able to rely solely on their language skills to answer basic questions but may then schedule a certified interpreter to answer technical questions related to a benefit, program, or service.

The DLAP shall identify any priority languages for the Department and describe the methodology by which those determinations were made.

Part 2: Departmental Language Access Planning

Providing Spoken and Signed Interpreter Services

The DLAP shall describe the Department's procedures for the provision of spoken and signed interpreter services, including measures to inform the public of the availability of said services. The procedures shall include all the potential points of engagement with the public, including in-person interactions at a County service counter, telephonic benefits enrollment conversations, and interpretation at public meetings.

Translation of Written Information and Documents

The DLAP shall describe the Department's procedures for translating written information, including procedures for determining which written communications will be translated. Translation procedures shall apply to any communications with the public, including written documents, social media, agendas and transcriptions of meeting notes, and website text.

Use of Technology

The DLAP shall articulate guidance on the effective use of technology for language access, describing how human interpreters and translations are integrated into the overall process of language service provision. The plan shall also describe what efforts have been made to vet the qualifications of selected technology-based language services.

Conducting Training

The DLAP shall include a list of the trained individuals who receive a bonus for providing language services on behalf of the county, the languages in which they provide language services, and any formal certifications they might have.

In addition, the DLAP shall identify the need for further training to strengthen capacity according to the Department's business needs. Some examples of training topics include the following:

- The Department's legal responsibility to provide language access;
- The Department's basic language access strategies and protocols;
- When and how to access interpreter services;
- Protocols for identifying language needs and where to record this data;

- What to do if there is a challenge with the interpreter or interpretation process.

Notifying the Public About the Availability of Language Services

The DLAP shall describe how the Department will communicate to the public the availability of language services, including that services are free of charge.

The DLAP shall also describe the Department's strategies for communicating the availability of language services, especially in the primary points of contact with LOTE speakers, including conducting outreach to LOTE communities, displaying physical signage in County spaces, and publishing available language services on an easy-to-find place on the Department website.

Addressing Language Access Complaints

The DLAP shall describe any internal protocols and procedures that will support the Department in addressing the following steps to addressing a language access complaint:

1. Receipt of a complaint

- The Language Access Complaint Form shall be provided in the complaining party's preferred language;
- Complaints may be filed directly with the department;
- Complaints may be filed with OIA:
 - Online using the OIA Language Access Complaint form; or
 - By calling the OIA's Language Access Manager, who will document and route the complaint to the appropriate department.

2. Acknowledgment of a complaint

- Departments receiving complaints directly shall notify OIA within five (5) business days by forwarding the full complaint to the department;
- Departments shall acknowledge receipt of any language access complaint received directly by the department or forwarded by the OIA in writing to the complaining party within ten (10) business days.

3. Resolution of a complaint

Departments shall have ninety (90) business days from receipt of a direct language access complaint or notice from OIA of a language access complaint to resolve the complaint and communicate the resolution to the complaining party, unless it is an emergency complaint as defined by the Department's Emergency Policy in which case the response should be determined by the Emergency Policy.

The DLAP shall describe how the Department shall publish the language access complaint process in a prominent, easy-to-find location in electronic and print formation in their department.

The DLAP shall also describe the Department's protocols for addressing language access complaints.

Outsourcing Language Services

The DLAP shall compile a list of third-party language service providers the Department might use in implementing its language access strategy.

The DLAP shall outline the Department's protocols for staff accessing third-party providers and how the Department will go about training staff on these protocols.

Part 3: Annual Language Access Reporting

Starting in 2025, departments shall provide an annual report to the OIA by November 1 on the efficacy of their language access efforts to support the effective allocation of resources as part of the departments' annual budgeting process. Reporting shall include the following measures that will be addressed by the DLAPs:

- List of programs or services for which language services were requested, which languages were requested, and what services were provided;
- List of documents and communications translated and into which languages;
- Number of events in which a department provided interpretation;
- Number of people impacted/served through language assistance provided;
- List of language access complaints submitted to the Department or OIA and how those complaints were resolved.



County of Los Angeles Establishing the Intergovernmental Broadband Coordinating Committee

March 27, 2024



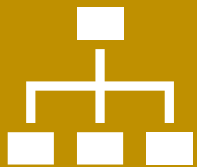
Intergovernmental Broadband Coordinating Committee (IBCC)

Context and Overview

In September 2022, the County of Los Angeles (County) Board of Supervisors (Board) approved a motion to direct the inaugural Director of Digital Equity to collaborate with the Internal Services Department (ISD) and establish the Intergovernmental Broadband Coordinating Committee (IBCC) which shall serve as a countywide, intergovernmental coordinating entity to expand affordable and reliable internet access across jurisdictions and designate the Director of Digital Equity as the convener of the IBCC

Intergovernmental Broadband Coordinating Committee (IBCC)

Key Milestones and Timeline



Report back to the Board in writing on the structure and duties of the IBCC in 120 days (**Tuesday, November 28, 2023**)



Report back to the Board in writing a draft IBCC Charter for adoption in 210 days (**Monday, February 26, 2024**)

Intergovernmental Broadband Coordinating Committee (IBCC)

Statement of Purpose

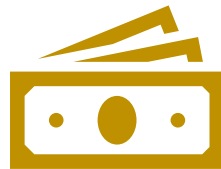
The IBCC is a regional collective body and standing committee of multidisciplinary stakeholder organizations and community members collaborating to pursue, secure, and implement Federal and State grant program funding to address the digital divide in all of Los Angeles County through County-led intergovernmental and cross-sector regional coordination

The IBCC uplifts a unified regional voice and a shared responsibility for action to advance digital equity and inclusion by providing ongoing resources and support for its members including but not limited to aligning efforts to coordinate and merge Federal and State grant funding opportunities, information and knowledge sharing, networking, technical assistance, and training opportunities

Intergovernmental Broadband Coordinating Committee (IBCC)

Duties and Scope of Work

- Provide digital equity strategic planning and implementation
- Provide digital equity Federal and State grant funding and grant-making
- Provide digital equity grant applications collaboration and strategic partnerships
- Provide digital equity resource mapping
- Provide digital equity advocacy, awareness, and education



Intergovernmental Broadband Coordinating Committee (IBCC)

Guiding Question

How can we collaborate across sectors and with the community to build a diverse, equity-driven, and inclusive committee that ensures all Los Angeles County residents have equitable access to and use of affordable quality broadband internet infrastructure and services, internet-enabled devices, digital skills training, and digital navigation support to reach their highest potential and thrive in day-to-day activities?

Intergovernmental Broadband Coordinating Committee (IBCC)

Approach and Framework

- **The Collaboration Spectrum:** Increases the intensity of collaboration across stakeholder organizations with the outcome of fully integrating all planning, activities, and funding
- **The Collective Impact Model:** Brings stakeholder organizations and the community together long-term in a structured way by learning and improving collaboration, aligning activities, and integrating their actions to achieve large-scale population and systems-level change
- **Equity Lens:** Steps taken to ensure inclusivity, intentionality, and thoughtfulness to improve community outcomes in all decision-making activities including budgets, policies, practices, and programs

Intergovernmental Broadband Coordinating Committee (IBCC)

Approach and Framework

- **Racial Equity Tool:** Leads explicitly but not exclusively with race by operationalizing racial equity in all decision-making activities including budgets, policies, practices, and programs
- **The Spectrum for Community Engagement:** Strengthens and transforms relationships with communities and stakeholder organizations by uplifting the community's lived experiences, expertise, and wisdom through increased voice, power, and ownership in decision-making processes
- **Systems Change:** Shifting the conditions that are holding the problem in place

The Digital Divide



About 325,015 (9.7 percent) of households in Los Angeles County **do not** have an internet subscription



About 156,060 (4.6 percent) of households in Los Angeles County **do not** have a computer

These digital inequities disproportionately impact lower-income households and communities that are predominantly Black, Latino, Indigenous, and People of Color (BIPOC), communities with lower educational attainment, and older adults (ages 65 years and older)

Shared Language and Definitions

Digital Divide

The gap between communities who have affordable access, skills, and support to effectively engage online and communities who do not

Digital Equity

Everyone has the information technology capacity needed for full participation in society, democracy, and the economy

Digital Inclusion

The activities necessary to ensure that everyone has access to and use of digital resources and services

Digital divide is the issue
Digital equity is the goal
Digital inclusion is the work

Domains and Focus Areas



Affordable, reliable broadband internet infrastructure deployment and services



Internet-enabled devices that meet the needs of the community



Multilingual and culturally relevant digital skills training and digital navigation support



Quality hardware and software technical support



Online applications and content



Accurate, reliable, and transparent broadband internet and digital equity data and maps

Intergovernmental Broadband Coordinating Committee (IBCC)

Co-Development Process



National and State Partners Engagement

- Engaged with key national and state partners to learn more about the Broadband, Equity, Access, and Deployment (BEAD) and Digital Equity Act (DEA) Programs
 - California Department of Technology (CDT)
 - California Public Utilities Commission (CPUC)
 - National Digital Inclusion Alliance (NDIA)
 - National Telecommunications and Information Administration (NTIA)

Intergovernmental Broadband Coordinating Committee (IBCC)

Co-Development Process



Subject-Matter Expert Interviews

- Conducted 16 nationwide subject-matter expert interviews with digital equity practitioners who are managing local or regional broadband, digital equity, and/or digital inclusion coalitions and committees
- Learned about key best practices and lessons learned with the development, implementation, and management of their coalitions and committees

Intergovernmental Broadband Coordinating Committee (IBCC)

Co-Development Process



Stakeholder Interviews

- Conducted 66 regional stakeholder interviews with stakeholder organizations representing community-based organizations (CBOs), County departments, County-related agencies, Council of Governments (COGs), digital equity non-profits, healthcare organizations, higher education institutions, housing organizations, local government entities, public libraries, and workforce development organizations
- Learned about each stakeholder organization's digital equity needs and received their input for the co-development, implementation, and management of the IBCC

Intergovernmental Broadband Coordinating Committee (IBCC)

Co-Development Process



Industry Best Practices Review

- Reviewed evidence-based approaches and key literature that focus on coalition building, community and stakeholder engagement, collective impact, and equity best practices documents to inform the co-development, implementation, and management of the IBCC

Intergovernmental Broadband Coordinating Committee (IBCC)

Draft California State Digital Equity Plan (SDEP) Public Comment



Regional Stakeholder Workshop

- Organized and facilitated a virtual workshop for regional stakeholder organizations to provide feedback and input on the draft California State Digital Equity Plan (SDEP) Implementation Strategy and Key Activities section
- More than 70 individuals representing 44 stakeholder organizations participated in the workshop and County staff submitted public comments on behalf of more than 20 stakeholder organizations to the CDT team

Intergovernmental Broadband Coordinating Committee (IBCC)

Next Steps



Draft IBCC Charter for Adoption

- Prepared a draft IBCC Charter for adoption by the Board (Monday, February 26, 2024)
- Present the draft IBCC Charter for official adoption at the County Operations Cluster Meeting (Wednesday, March 27, 2024)
- Convene IBCC meetings that prioritize regional and subregional broadband/digital equity grant applications collaboration and strategic partnerships efforts (Early Spring 2024)

Intergovernmental Broadband Coordinating Committee (IBCC)

Key Elements | Introduction and Background



Draft IBCC Charter for Adoption

- Official Designation and Effective Date
- Authorization
- Statement of Purpose
- Statement of Opportunity
- Definitions and Shared Language

Intergovernmental Broadband Coordinating Committee (IBCC)

Key Elements | Implementation



Draft IBCC Charter for Adoption

- Duties
- Strategies
- Domains and Focus Areas
- Guiding Question
- Framework
- Decision-making Process
- Governance Structure
- Year One and Subsequent Years General Membership, Steering Committee, and Working Group Activities
- Performance Outputs and Indicators for Success
- Covered Populations
- Funding Sources

Intergovernmental Broadband Coordinating Committee (IBCC)

Key Elements | Management



**Draft IBCC
Charter for
Adoption**

- Membership Model
- Communications, Logistics, and Management
- Reporting

Intergovernmental Broadband Coordinating Committee (IBCC)

Key Activities for Implementation



IBCC Convenings

- Collaborate on Federal and State grant funding opportunities
- Secure Federal and State grant funding through collaboration and partnerships
- Coordinate regional digital equity activities
- Ease Federal and State grant administrative burdens and support organizational capacity building
- Provide technical assistance and support on Federal and State grant funding opportunities

Question & Answer (Q&A)

Contact Information

Rebecca F. Kauma, MPA

Director of Digital Equity

County of Los Angeles

Internal Services Department (ISD)

rkauma@isd.lacounty.gov



County of Los Angeles Intergovernmental Broadband Coordinating Committee (IBCC) Draft Charter for Adoption

INTRODUCTION & BACKGROUND

OFFICIAL DESIGNATION & EFFECTIVE DATE

The official designation of the County of Los Angeles (County) Intergovernmental Broadband Coordinating Committee (IBCC) and its Charter are effective following the approval and adoption by the County Board of Supervisors (Board).

AUTHORIZATION

The official establishment of the IBCC and its Charter is authorized by a County Board [motion](#) titled Deepening the County's Commitment to Equitable Deployment of Enhanced Regional Broadband Infrastructure- Establishing an IBCC and was approved by the County Board on September 13, 2022.

STATEMENT OF PURPOSE

The IBCC is a regional collective body and standing committee of multidisciplinary stakeholder organizations and community members collaborating to pursue, secure, and implement Federal and State grant program funding to address the digital divide in all of Los Angeles County through County-led intergovernmental and cross-sector regional coordination. The IBCC uplifts a unified regional voice and a shared responsibility for action to advance digital equity and inclusion by providing ongoing resources and support for its members including but not limited to aligning efforts to coordinate and merge Federal and State grant funding opportunities, information and knowledge sharing, networking, technical assistance, and training opportunities.

STATEMENT OF OPPORTUNITY

Los Angeles County is experiencing a digital divide meaning some communities do not have equitable access, skills, and support to effectively engage online. This nationwide issue was exacerbated by the COVID-19 pandemic. As highlighted in the American Community Survey (ACS) 2022 5-Year Estimates, more than 320,000 (9.7 percent) of households in Los Angeles County do not have an internet subscription, and more than 150,000 (4.6 percent) of households do not have a computer. These digital inequities disproportionately impact lower-income households and communities that are predominantly Black, Latino, Indigenous, and People of Color (BIPOC), communities with lower educational attainment, and older adults (ages 65 years and older). The IBCC spearheads regional digital equity activities and deploys Federal and State grant funding resources to ensure that communities most in need have equitable access to and use of reliable high-speed broadband internet infrastructure and services, internet-enabled devices, digital skills training, and digital navigation support to thrive in day-to-day activities.

DEFINITIONS & SHARED LANGUAGE

Having definitions and shared language creates a baseline understanding of the digital divide and underlines the purpose and direction of convening the IBCC. The IBCC integrates the following industry-informed definitions and shared language.

- **Bandwidth:** The amount of information that can be transmitted across a given path in a unit of time

- **Broadband:** Wide bandwidth that can transport multiple signals over a broad range of frequencies and support different internet types allowing for multiple data streams to be sent at once
- **Broadband adoption:** The residential subscription to high-speed broadband internet includes (e.g., fast speeds, high quality, and capacity)
- **Coalition/committee:** A collective group of stakeholder organizations and community members working towards the same vision
- **Community:** A group of people living in the same place (e.g., neighborhood, city, county, providence, state, national, and internationality)
- **Digital divide:** The gap between communities who have affordable access, skills, and support to effectively engage online and communities who do not
- **Digital equity:** Everyone has the information technology capacity needed for full participation in society, democracy, and the 21st-century economy
- **Digital equity ecosystem:** A combination of programs and policies that meet a geographic community's unique and diverse needs
- **Digital inclusion:** The activities necessary to ensure that everyone especially communities most impacted have access to and use the internet, devices, digital skills training, and digital navigation support
- **Digital redlining:** The discrimination by internet service providers (ISPs) through the lack of deployment, maintenance, and/or upgrade of infrastructure or delivery of services
- **Equity:** An outcome where everyone has what they need to be successful and thrive through fairness and justice
- **Equity lens:** A process of key steps taken to ensure inclusivity, intentionality, and thoughtfulness to improve community outcomes in all decision-making including budgets, policies, practices, and programs
- **High-speed internet:** Internet service that is faster than the average
- **Racial equity:** The process of eliminating racial disparities and inequities by improving life outcomes for everyone
- **Sector:** A group of stakeholder organizations that are similar in society
- **Stakeholders:** Cross-sector and multidisciplinary people or stakeholder organizations with the ability to influence the issue
- **System:** The relationship among interdependent, interconnected, and interrelated factors, people, and structures
- **Systems change:** Shifting the conditions that are holding the problem in place

Digital divide is the **issue**
Digital equity is the **goal**
Digital inclusion is the **work**

IMPLEMENTATION

DUTIES

The IBCC has various roles to meet the distinctive unique needs of its members. The primary duties and scope of work of the IBCC encompasses the following roles.

- Provide digital equity strategic planning and implementation efforts (top priority)
- Provide digital equity Federal and State grant funding and grant-making efforts (second priority)
- Provide digital equity grant applications collaboration and strategic partnerships efforts (third priority)
- Provide digital equity resource mapping efforts (fourth priority)
- Provide digital equity advocacy, awareness, and education efforts (fifth priority)

STRATEGIES

The IBCC deploys key strategies through the following activities. Long-term strategies for the IBCC include exploring the feasibility of a countywide broadband authority.

- Collaborate on Federal and State grant funding opportunities (top priority)
- Secure Federal and State grant funding through collaboration and partnerships (second priority)
- Coordinate regional digital equity activities (third priority)
- Ease Federal and State grant administrative burdens and support organizational capacity building (fourth priority)
- Provide technical assistance and support on Federal and State grant funding opportunities (fifth priority)

DOMAINS & FOCUS AREAS

To build and support a sustainable regional digital equity ecosystem in Los Angeles County, the IBCC prioritizes these domains and focus areas for a holistic approach to tackling the digital divide.

- Affordable, reliable broadband internet infrastructure deployment and service adoption
- Internet-enabled devices that meet the needs of the community members
- Multilingual and culturally relevant digital literacy and skills training
- Quality hardware and software technical support
- Applications and online content designed to enable self-sufficiency, participation, and collaboration
- Digital navigation support to guide the community members to digital inclusion services
- Accurate, reliable, and transparent broadband internet and digital equity data and maps

GUIDING QUESTION

Having a guiding question is critical for solving large-scale complex issues and achieving collective social change in collaboration with stakeholder organizations and the community. At the start of meetings, this guiding question is stated to ensure continuous direction and purpose in convening.

- **Guiding question:** How can we collaborate across sectors and with the community to build a diverse, equity-driven, and inclusive committee that ensures all Los Angeles County residents have equitable access to and use of affordable quality broadband internet infrastructure and services, internet-enabled devices, digital skills training, and digital navigation support to reach their highest potential and thrive in day-to-day activities?

FRAMEWORK

The Collaboration Continuum, Collective Impact Model, Equity Lens, Racial Equity Tool, Spectrum for Community Engagement, and Systems Change approaches are the pinnacle for getting work done and having collective action within the IBCC.

The Collaboration Spectrum

The Collaboration Spectrum (Approach) is used to increase the intensity of collaboration across stakeholder organizations with the outcome of fully integrating all planning, activities, and funding. The Approach strives to develop an interdependent system to address large-scale issues through collaboration opportunities with stakeholder organizations. It prioritizes joint funding resources, shared decision-making, strong accountability, transformative leadership, and deep trust with high productivity and clear communications. The IBCC operates on the “collaborate” and “integrate” side of the Approach.

The Collaboration Spectrum



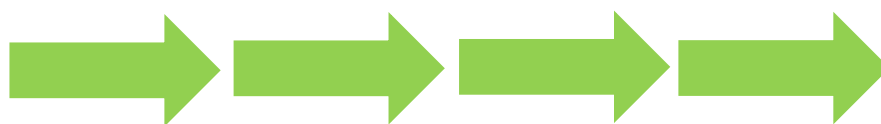
 Increasing the intensity of collaboration

Compete	Co-Exist	Communicate	Cooperate	Coordinate	Collaborate	Integrate
Stakeholder organizations compete for clients, resources, partners, and public attention	No systematic connection between the stakeholder organizations	Inter-organization information sharing and networking	As needed, interactions among stakeholder organizations on discrete activities or projects	Stakeholder organizations systematically adjust and align work with each other for greater outcomes	Longer-term stakeholder organization interactions based on a shared vision, goals, objectives, activities, strategies, and resources	Fully integrate all stakeholder organization planning, activities, and funding

The Collective Impact Model

The Collective Impact Model brings stakeholder organizations and the community together long-term in a structured way by learning and improving collaboration, aligning activities, and integrating their actions to achieve large-scale population and systems-level change. It uplifts cross-sector alignment where there are multiple stakeholder organizations and communities engaged in the work. It centers diversity and representation in race/ethnicity, gender, sector, thought, and work. There are five conditions in the Collective Impact Model that the IBCC uses.

Collective Impact Model Condition	Description
Common agenda	Coming together and defining the issue with a shared vision to solve it
Shared measurement	Collecting data, tracking progress, and measuring results in the same way for continuous learning and shared accountability
Mutually reinforcing activities	Integrating various organizational activities to maximize the result
Continuous communications	Building trust through open communications and strengthening relationships
Backbone convener	Having a team dedicated to aligning, coordinating, and convening the work of the committee



Collectively working towards the same goal

Equity Lens

An Equity Lens is a process of key steps taken to ensure inclusivity, intentionality, and thoughtfulness to improve community outcomes in all decision-making activities including budgets, policies, practices, and programs. The IBCC embodies the following Equity Lens best practices.

- Ground the work in data, context, and community-centered solutions
- Disaggregate data to understand what communities are most impacted by the inequities
- Understand the root causes of the inequities that are preventing equitable outcomes
- Uplift asset-based and people-centered approaches
- Engage, listen, and act with communities most in need and include them in decision-making processes
- Shift power and address power dynamics within the work and empower communities with lived experiences through power-sharing
- Address the institutional, structural, and systemic barriers creating the inequities
- Focus on systems change efforts, in addition to programs and services
- Build equity leadership and accountability
- Not using a “one size fits all” approach and customize strategies that meet the specific needs of the communities

Racial Equity Tool

A Racial Equity Tool leads explicitly but not exclusively with race by operationalizing racial equity in all decision-making activities including budgets, policies, practices, and programs. A Racial Equity Tool addresses other areas of marginalization and oppression including but not limited to (e.g., ability, age, education level, gender, immigration status, language, religion, sexual orientation, socioeconomic status, etc.). During the working group meetings, the members incorporate a Racial Equity Lens as they co-create the Federal and State grant programs and proof of concepts. The members use a Racial Equity Tool by responding to racial equity-focused questions to eliminate digital and racial inequities for all Los Angeles County residents.

Racial Equity Tool Focus Area	Racial Equity Tool Questions
Desired outcomes and results	<ul style="list-style-type: none">• What are the intended outcomes and results in the communities, our respective stakeholder organization, and regionally?
Benefits and burdens	<ul style="list-style-type: none">• What communities would benefit or be burdened by this work?• Would communities most impacted by the digital divide experience a disproportionate burden?
Understanding data and root causes	<ul style="list-style-type: none">• What do quantitative and qualitative data tell us about the communities that are most impacted by the digital divide (e.g., low-income communities, communities of color, immigrant communities, and limited and non-English speaking communities)?• Has the data been disaggregated by key equity indicators to understand what communities are most impacted by the digital divide?• What does the data tell us about key root causes that are perpetuating digital inequities?• Are there any data gaps and what additional information is needed to better understand the data?
Community engagement and decision-making	<ul style="list-style-type: none">• How do we engage communities most impacted by the digital divide in decision-making processes (e.g., low-income

	communities, communities of color, immigrant communities, and limited and non-English speaking communities)? <ul style="list-style-type: none"> Are we increasing their voice, power, and ownership in the decision-making processes?
Implementation	<ul style="list-style-type: none"> How can we advance equity through the implementation of key goals, objectives, and strategies within the work? How will we collaborate and partner with trusted stakeholder organizations to advance digital equity and inclusion? What are the key barriers, challenges, and risks to equitable outcomes?
Unintended consequences	<ul style="list-style-type: none"> What are the potential unintended consequences? How can we modify the work to enhance positive impacts and reduce negative impacts?
Accountability, communications, and evaluation	<ul style="list-style-type: none"> How will we be accountable to, and communicate with, the communities and key stakeholder organizations throughout the implementation process? How will the work be documented and evaluated? How will we continue to partner and deepen relationships with communities most impacted by the digital divide?

The Spectrum of Community Engagement

The Spectrum of Community Engagement (Approach) is used to strengthen and transform relationships with communities and stakeholder organizations. Especially communities that are historically marginalized, oppressed, and underrepresented in government and organizational decision-making processes. It focuses on uplifting the community's lived experiences, expertise, and wisdom through increased voice, power, and ownership in decision-making processes. The IBCC operates on the "involve", "collaborate", and "defer to" side of the Approach.

The Spectrum of Community Engagement



Increasing community voice, power, and ownership

Ignore	Inform	Consult	Involve	Collaborate	Defer To
The stakeholder organization denies the communities access to decision-making processes	The stakeholder organization provides the communities with relevant information	The stakeholder organization gathers input from the communities	The stakeholder organization integrates the needs of the communities into the decision-making processes and informs the planning	The stakeholder organization ensures there's community capacity to play a leadership role in the implementation of key decisions	The stakeholder organization fosters community participation and equity through community-driven decision-making processes

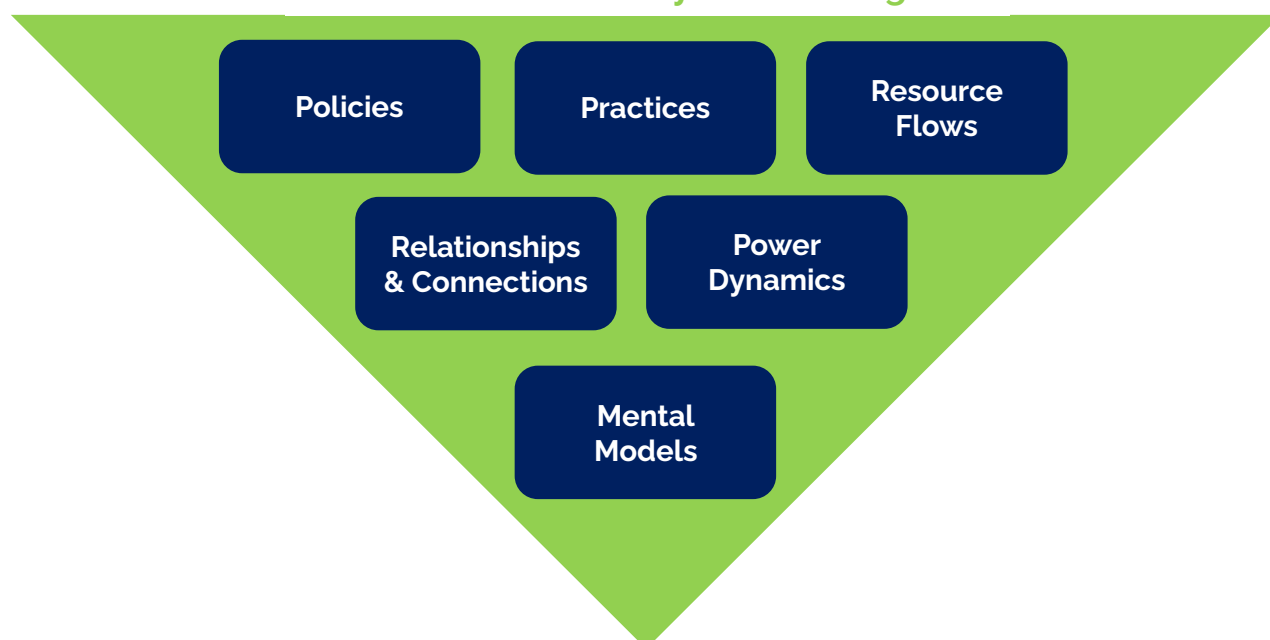
The stakeholder organization believes the community's voice, needs, and interests do not matter	The stakeholder organization keeps the communities informed	The stakeholder organization cares about what the communities think	The communities are making the stakeholder organization think, and act differently about the issue	The community's leadership and expertise are critical to how the stakeholder organization addresses the issues	The stakeholder organization unlocks community collective power and capacity for transformative solutions
---	---	---	--	--	---

Systems Change

A System is the relationship among interdependent, interconnected, and interrelated factors, people, and structures. Systems Change is shifting the conditions that are holding the problem in place. Culture, history, ideology, and interactions of systems work together to perpetuate inequities. There is intersectionality across systems. The IBCC engages in systems change efforts by addressing the following six conditions.

- **Policies:** Government, institutional, organizational rules, regulations, and priorities that guide the organization's own and other's actions
- **Practices:** Activities of institutions, coalitions, networks, and other organizations targeted to improving social and environmental progress
- **Resource flows:** How money, people, knowledge, information, and other assets such as infrastructure are allocated and distributed
- **Relationships and connections:** Quality of connections and communication occurring among actors in the system, especially among those with differing histories and viewpoints
- **Power dynamics:** The distribution of decision-making power, authority, and both formal and informal influence among people and organizations
- **Mental models:** Habits of thought with deeply held beliefs and assumptions taken for granted by ways of operating that influence how people think, what people do, and how people talk

Six Conditions of Systems Change



DECISION-MAKING PROCESS

The IBCC utilizes a transparent majority vote for its decision-making process that includes the IBCC's authority, scope, and limitations with its decision-making power. Any matters that may require a vote can be raised by directly emailing the backbone convener and the appropriate working group chair. The backbone convener adds the requested matter to a meeting agenda. All active members including (e.g., the backbone convener, community ambassadors, steering committee members, and working group members) are voters. General members and supporters are non-voting members. The facilitator (if a third party) does not have a vote. Depending on the matter, voting can occur both at the steering committee and working group meeting levels. During the meeting, members follow Robert's Rules of Order (Robert's Rule) for the majority vote decision-making process. Each member and stakeholder organization are granted one equal-weight vote. If there is more than one member representing a stakeholder organization, that stakeholder organization still has only one vote. For a majority vote to occur, more than 50 percent of members within that specific meeting size limit need to attend the meeting. There needs to be 50 percent plus one vote (majority vote) for a matter to pass. Any amendments to the Charter require a two-thirds majority vote of all members. All votes are transparent and not anonymous. If appropriate, members may vote via email through coordination with the backbone convener and facilitator. All voting decisions made by members are documented and recorded in the meeting minutes and notes by the backbone convener and facilitator.

Examples of decisions that require a vote include but are not limited to:

- Foundational practices, policies, and Charter changes that impact the activities of the entire IBCC
- Projects, programs, services, and strategies to develop and implement with Federal and State grant funding
- Covered populations and subpopulations that are most in need of prioritizing for Federal and State grant funding and programming
- Geographic areas (e.g., Census tracts, cities, neighborhoods, and zip codes) that are most in need to prioritize for Federal and State grant funding and programming
- Leadership positions appointments (e.g., working group chairs, steering committee members)
- Budget and funding allocation for Federal and State grant funding
- Federal, State, Regional, and Local advocacy, and policy activities that the IBCC signs onto and/or rejects

Steering Committee

**Backbone
Convener**

**Community
Ambassadors**

**Regional
Community
Partners Working
Group Chair**

**East Los Angeles &
San Gabriel Valley
Subregion Working
Group Chair**

**South Bay
Subregion
Working Group
Chair**

**Southeast Los
Angeles Subregion
Working Group
Chair**

**South Los Angeles
Subregion
Working Group
Chair**

**North & West Los
Angeles Subregion
Working Group
Chair**

Neutral Unbiased Facilitator

Members

Backbone
Convener

Community
Ambassadors

Regional
Community
Partners Working
Group

East Los Angeles
& San Gabriel
Valley Working
Group

South Bay
Subregion
Working Group

Southeast
Los Angeles
Subregion
Working Group

South
Los Angeles
Subregion
Working Group

North & West
Los Angeles
Subregion
Working Group

Neutral Unbiased Facilitator

General Members & Supporters

GOVERNANCE STRUCTURE | POSITIONS, ROLES, & RESPONSIBILITIES

The IBCC has clearly defined roles for carrying out the direction and purpose of its meetings. See the positions, roles, responsibilities, and key implementation factors.

Positions, Roles, and Responsibilities

- **Backbone convener:** An entity that manages the day-to-day coalition building, implementation, logistics, management, and operations of the committee including guiding the vision and strategies, supporting aligned activities, establishing shared measurement practices, cultivating community and stakeholder organization engagement, advancing policies, and mobilizing funding resources
- **Community ambassadors:** Paid members of the covered populations and/or subpopulations who are impacted by inequities and serve as community ambassadors where they share their lived experiences in the decision-making process in which the committee engages, empowers, and serves
- **Committee members:** Community members and stakeholder organizations that come together to share information knowledge and valuable hands-on experience, leverage resources, provide services, and collectively act through the committee
- **Facilitator:** A neutral unbiased entity separate from the backbone convener that plans, guides, and moderates the committee and its meetings to achieve its desired outcomes
- **General members:** Stakeholder organizations that only participate in general membership meetings due to their political composition
- **Steering committee members:** A small diverse group that represents a wide range of stakeholder organizations and community members that serve as the leadership team for the committee by providing strategic guidance, leadership, and oversight to help align and champion committee efforts with community-centered efforts
- **Supporters:** Stakeholder organizations that may not have the organizational capacity and time to participate in the committee but still want to receive committee-related communications and updates
- **Working group chairs:** A small diverse group that leads their respective working groups and participates in the steering committee
- **Working group members:** A small action group of committee members with similar interests that work collaboratively on specific committee programs, projects, strategies, and tasks within a given timeframe

Positions, Roles, and Responsibilities Key Implementation Factors

The County is serving as the backbone convener that oversees the IBCC. Communities most impacted by the digital divide are serving as paid community ambassadors for a one-year term limit where they can renew yearly if they wish. Working group chairs serve in a one-year term limit under a rotating capacity where they are nominated and voted in by their fellow working group members. The start dates of the term limits for both community ambassadors and working group chairs begin at their first meeting and end one year from that first meeting date. All positions and roles are members of the IBCC and participate in general membership meetings except the supporters due to a lack of organizational capacity and time. The backbone convener may serve as a facilitator, but the primary facilitator is a third-party neutral unbiased entity. The steering committee is an advisory group to the County and the IBCC. The working groups are developed based on similar interests and subregions like the Council of Governments (COGs) governance structure where key tasks are delegated and implemented.

Working Group Subregion Assignments

Other stakeholder organizations that are not listed can join the appropriate and respective working group.

Working Group Name	Stakeholder Organizations Represented
Regional Community Partners Working Group	<ul style="list-style-type: none"> • Asian Americans Advancing Justice Southern California • California Emerging Technology Fund (CETF) • Community Clinic Association of Los Angeles County (CCALAC) • County of Los Angeles Departments and Related Agencies • Easterseals Southern California • EveryoneOn • Housing Authority of the City of Los Angeles (HACLA) • Human-I-T • Los Angeles Digital Equity Action League (LA DEAL) • Mexican American Opportunity Foundation (MAOF) • Partnership for Los Angeles Schools • Southern California Association of Governments (SCAG) • Southern California Library Cooperative • TURN The Utility Reform Network • United Ways of California
East Los Angeles and San Gabriel Valley Working Group	<ul style="list-style-type: none"> • City of Alhambra • City of Arcadia • City of Azusa • City of Baldwin Park • City of Bradbury • City of Claremont • City of Covina • City of Diamond Bar • City of Duarte • City of El Monte • City of Glendora • City of Industry • City of Irwindale • City of La Cañada Flintridge • City of La Puente • City of La Verne • City of Monrovia • City of Monterey Park • City of Pasadena • City of Pomona • City of Rosemead • City of San Dimas • City of San Gabriel • City of San Marino • City of Sierra Madre • City of South El Monte • City of South Pasadena • City of Temple City • City of Walnut • City of West Covina • County of Los Angeles Supervisorial Districts, Census Designated Places (CDPs), and Unincorporated Areas • San Gabriel Valley Council of Governments (SGVCOG)

South Bay Subregion Working Group	<ul style="list-style-type: none"> • California State University, Dominguez Hills (CSUDH) • City of Carson • City of El Segundo • City of Gardena • City of Hawthorne • City of Hermosa Beach • City of Inglewood • City of Lawndale • City of Lomita • City of Los Angeles • City of Manhattan Beach • City of Palos Verdes Estates • City of Rancho Palos Verdes • City of Redondo Beach • City of Rolling Hills • City of Rolling Hills Estates • City of Torrance • County of Los Angeles Supervisorial Districts, Census Designated Places (CDPs), and Unincorporated Areas • Los Angeles Public Library (LAPL) • South Bay Cities Council of Governments (SBCCOG)
Southeast Los Angeles Subregion Working Group	<ul style="list-style-type: none"> • Alliance for a Better Community (ABC) • City of Bell • City of Bell Gardens • City of Cudahy • City of Huntington Park • City of Lynwood • City of Maywood • City of South Gate • City of Vernon • County of Los Angeles Supervisorial Districts, Census Designated Places (CDPs), and Unincorporated Areas • East Los Angeles Community Corporation (ELACC) • Gateway Cities Council of Governments (COG) • Lynwood Unified School District • Southeast Community Development Corporation (SCDC)
South Los Angeles Subregion Working Group	<ul style="list-style-type: none"> • City of Artesia • City of Avalon • City of Bellflower • City of Cerritos • City of Commerce • City of Compton • City of Downey • City of Hawaiian Gardens • City of La Mirada • City of Lakewood • City of Long Beach • City of Montebello • City of Norwalk • City of Paramount • City of Pico Rivera • City of Santa Fe Springs

	<ul style="list-style-type: none"> • City of Signal Hill • City of Whittier • County of Los Angeles Supervisorial Districts, Census Designated Places (CDPs), and Unincorporated Areas • Gateway Cities Council of Governments (COG)
North and West Los Angeles Subregion Working Group	<ul style="list-style-type: none"> • California State University, Northridge (CSUN) • California State University, Northridge (CSUN) ReLAY Institute • City of Agoura Hills • City of Beverly Hills • City of Burbank • City of Calabasas • City of Culver City • City of Glendale • City of Hidden Hills • City of La Canada Flintridge • City of Los Angeles • City of Malibu • City of San Fernando • City of Santa Clarita • City of Santa Monica • City of West Hollywood • City of Westlake Village • County of Los Angeles Supervisorial Districts, Census Designated Places (CDPs), and Unincorporated Areas • Las Virgenes-Malibu Council of Governments (COG) • Los Angeles Public Library (LAPL) • Meet Each Need with Dignity (MEND) Poverty • San Fernando Valley Council of Governments (SFVCOG) • Valley Economic Alliance • Westside Cities Council of Governments (WSCCOG)

YEAR ONE GENERAL MEMBERSHIP, STEERING COMMITTEE, & WORKING GROUP ACTIVITIES

General Membership Training Opportunities Efforts

The IBCC creates and provides training opportunities for its general members. These efforts promote a strong stakeholder organization network, shared resources, strengthened grant programming, and elevated skills needed for effective development, implementation, and management of Federal and State grant programming activities. The backbone convener organizes and implements training opportunities in the following but not limited to broadband internet and digital equity-related training topics. General members can propose additional training topics to the backbone convener via email.

- Applying an equity lens
- Asset mapping
- Community outreach and engagement
- Digital inclusion 101
- Digital inclusion programming 101
- Digital inclusion week (DIW) campaigns
- Digital navigator 101
- Free and low-cost internet plans 101
- Understanding the digital equity ecosystem
- Understanding artificial intelligence (AI) and digital equity

Steering Committee Strategic Planning Efforts

The IBCC engages steering committee members in a strategic planning process that defines the IBCC's direction and strategy. This includes co-creating a strategic planning framework with the following strategic planning tiers. The co-created final strategic planning tiers are included as amendments to the Charter and require a two-thirds majority vote of all members. Following the strategic planning process, steering committee members co-share their working group's key activities, tasks, and updates during the meetings.

Strategic Planning Tier	Description
Vision statement	The ideal outcome or result for the committee
Guiding principles	The guidelines that direct the key decisions and purpose of the committee
Goals	The broad general guidelines (e.g., short-term and long-term) for what needs to happen in the committee
SMART objectives	The specific measurable results (e.g., specific, measurable, attainable, realistic, and time-bound) of the committee that connect to the broad goals

Working Groups Technical Assistance Program

The IBCC administers a technical assistance program for working group members who are pursuing Federal and State grant funding opportunities. The backbone convener identifies and incorporates key industry-based best practices, resources, and tools that support working group members with their Federal and State joint grant applications during meetings for 60 minutes. Resources, support, and technical assistance are provided to working group members during meetings as part of key activities and tasks in the following areas.

Technical Assistance Program Focus Area	Description
Grant program budget development and funding	Grant program budget development assistance (e.g., joint funding coordination and deployment)
Grant program applications and proposals writing assistance	Federal and State Notice of Funding Opportunity (NOFO) comprehension and understanding assistance Multi-stakeholder and cross-sector organization joint grant program applications coordination and proposals writing assistance
Grant program development	Broadband internet and digital equity grant program proof of concepts development assistance Broadband internet and digital equity grant programming national best practices, resources, and tools sharing

Organizational capacity building	Organizational administrative support to ease grant administrative burdens
Regional collaboration and partnership opportunities	Public-private partnerships model scaling and sharing assistance Publicly owned assets sharing assistance

SUBSEQUENT YEARS GENERAL MEMBERSHIP, STEERING COMMITTEE, & WORKING GROUP ACTIVITIES

Upon pursuing and securing the Federal and State grant program funding during the first year of the IBCC, key general membership, steering committee, and working group activities in subsequent years of the IBCC are focusing on Federal and State grant program implementation. This includes more in-depth activities that support members in training opportunities, strategic planning efforts, and ongoing technical assistance. Members can propose recommended activities and topics for the IBCC in subsequent years to the backbone convener via email.

PERFORMANCE OUTPUTS & INDICATORS FOR SUCCESS

The IBCC establishes, collects, tracks, and reports on key performance outputs and indicators for success to provide evidence that the implementation of activities is underway and being implemented effectively. These performance outcomes and indicators for success pertain to the IBCC and are separate from programmatic outcomes and indicators that are being used as part of the Federal and State grant programs implementation, monitoring, and evaluation.

Key Considerations for Performance Outputs and Indicators for Success Selection

- Performance outputs and indicators for success align with the success of the IBCC
- Performance outputs and indicators for success are easily understood by the members
- Performance outputs and indicators for success are produced by a trusted source
- Performance outputs and indicators for success are easy to gather and report on
- Performance outputs and indicators for success have baseline data available and can be disaggregated

Grant Program Funding Performance Outputs and Indicators for Success

- Number of Federal and State grant funding opportunities (e.g., disaggregated by level of government)
- Number of Federal and State grant funding applications submitted (e.g., disaggregated by subregion/working group, grant funding dollar amount, level of government)
- Number of grant funding dollar amount requested (e.g., disaggregated by subregion/working group, geographic areas most in need and most impacted, level of government)
- Number of Federal and State grant funding applications awarded (e.g., disaggregated by subregion/working group, grant funding dollar amount, level of government)

Grant Program Development and Implementation Performance Outputs and Indicators for Success

- Number of grant programs and projects developed (e.g., disaggregated by subregion/working group, type of digital inclusion activity/service, level of government)
- Number of grant programs and projects implemented (e.g., disaggregated by subregion/working group, type of digital inclusion activity/service, level of government)

Meeting Performance Outputs and Indicators for Success

- Number of meetings yearly (e.g., disaggregated by type of meeting, meeting frequency, meeting format, meeting length of time)

Community/Stakeholder Organization Representation Performance Outputs and Indicators for Success

- Number of community members participating in meetings (e.g., disaggregated by covered population and demographic information, type of meeting)
- Number of stakeholder organizations participating in meetings (e.g., disaggregated by demographic and type of organization, type of meeting)

COVERED POPULATIONS

The IBCC prioritizes communities that are most impacted by the digital divide and communities most in need of digital inclusion services for Federal and State grant program funding. Key covered populations and subpopulations as identified by the Digital Equity Act (DEA) of 2021 include the following communities that reside in Los Angeles County.

- Aging individuals (Ages 60 years and up)
- Incarcerated individuals (other than individuals who are incarcerated in a Federal correctional facility)
- Immigrants
- Individuals with disabilities
- Individuals with a language barrier (including individuals who are English learners and have low levels of literacy)
- Individuals who identify as LGBTQI+
- Individuals who are members of a racial or ethnic minority group
- Individuals who primarily reside in a rural area
- Individuals living in covered households (an income at or below 150% of the Federal Poverty Level)
- Micro and small businesses
- Students
- Unhoused individuals
- Veterans
- Women and those who identify as female
- Youth

FUNDING SOURCES

The County pursues funding resources that support the implementation and management of the IBCC. This includes funding a full-time executive-level County Director of Digital Equity who serves as the backbone convener. Additionally, a third-party contractual facilitator who is hired as part of the County's competitive Request for Proposals (RFP) process. The backbone convener leverages existing County contracts that provide key contractual services to support key general membership, steering committee, and working group activities. If appropriate, the backbone convener leverages Federal and State grant program funding to support the implementation and management of the IBCC. Additionally, the backbone convener identifies, pursues, and secures ongoing Federal, State, and philanthropic grant funding to continue activities within the IBCC.

MANAGEMENT

MEMBERSHIP MODEL

Overview

The IBCC has an open volunteer-based no dues required membership model. Stakeholder organizations that align with the IBCC can join. ISPs and Federal, State, County, and Local elected officials can join the IBCC from a general membership capacity. However, they do not participate in the steering committee and/or working group meetings and activities. They also do not have any

voting authority. With exception given to community ambassadors, all members participating in the IBCC need to be affiliated and/or employed with a stakeholder organization.

Composition and Representation

Having members that reflect the diversity and representation of Los Angeles County and subregions is imperative. This includes BIPOC-led and female-led stakeholder organizations and communities with lived experiences who are represented in the IBCC. Additionally, this includes having active members who are community-centered and who play a vital role in the regional digital equity ecosystem. These stakeholder organizations include and represent the following cross-sector multidisciplinary network.

- Advocacy, civil rights, and cultural organizations
- Community members with lived experiences
- Community-based organizations (CBOs)
- Community economic development organizations
- Council of governments (COGs)
- County departments and County-related entities
- Digital equity non-profits
- Economic development and workforce development organizations
- Elected officials | general members only
- Faith-based organizations
- Foundations and philanthropy organizations
- Healthcare organizations
- Higher education institutions
- Housing organizations
- Internet service providers (ISPs) | general members only
- K-12 education institutions
- Local government entities
- Non-profit organizations
- Public libraries
- Technology companies

Community Ambassadors

Community ambassadors (6 to 8) are appointed to the IBCC through recommendations by both steering committee members and working group members. They are serving as a community ambassador for a one-year term with the option to renew their term if they wish. Community ambassadors share their expertise, ideas, input, lived experiences, and wisdom to drive the key activities, duties, purpose, and strategies of the IBCC. Their voice, power, and ownership are incorporated as part of the decision-making processes during the steering committee and working group meetings. Community ambassadors receive a gift card or stipend for each meeting they participate in. Specific accommodations are available upon request for community ambassadors and are made directly to the backbone convener via email. Community ambassadors who do not renew their community ambassador service and term after one year serve as general members but no longer receive gift cards or stipends.

- General membership meetings | \$25 gift card or stipend
- Steering committee meetings | \$50 gift card or stipend
- Working group meetings | \$50 gift card or stipend

Participation and Selection

Stakeholder organizations can complete an online real-time interest form to join and participate in the IBCC. The interest form is managed by the backbone convener and is available on the IBCC public-facing website. Upon reviewing the submitted inquiries from the stakeholder organizations, the backbone convener follows up with the stakeholder organizations regarding the membership's next steps. This includes participating in an onboarding process facilitated by the backbone convener to

welcome all and any new members. Current stakeholder organizations who already opted into the IBCC as part of its co-development process can appoint one person from their respective stakeholder organization to participate in the IBCC. Stakeholder organizations may have more than one person from their entity participate in the IBCC. The backbone convener sends an official email invitation to the stakeholder organizations that already opted in to join the IBCC. On an ongoing basis, the backbone convener sends an official email invitation to potential stakeholder organizations asking them to join the IBCC through the completion of the interest form. The backbone conveners work with the COGs to engage incorporated cities in the IBCC. Membership inquiries and selection are accepted year-round.

Conflict of Interest

As part of the interest form, potential members are required to disclose if their respective stakeholder organization has any ISPs and elected officials serving in the capacity of governing board members, consultants, full-time or part-time employees, and/or volunteers. The backbone convener reviews each circumstance on a case-by-case basis to determine if there's a potential conflict of interest. Members with conflicts of interest may be asked and expected to not disclose any key IBCC activities to those entities.

Desired Qualifications, Commitment, and Expectations

- Passionate about driving digital equity and inclusion efforts regionally and in their respective communities and stakeholder organizations
- Represent the digital equity ecosystem or other intersecting ecosystems (e.g., climate equity, economic equity, education equity, health equity, racial equity, etc.)
- Have some level of decision-making capacity in their respective stakeholder organization and influence in the community
- Currently opted-in stakeholder organizations are required to participate in the Kickoff and Orientation meeting (one-time)
- New stakeholder organizations are required to participate in the Onboarding and Orientation meeting (monthly and ongoing)
- All active members are required to participate in 80 percent of scheduled meetings yearly
- All active members are expected to notify the backbone convener via email at least 24 hours before the meeting regarding their anticipated upcoming absence
- All active members are required to designate and send an alternate (if possible) in their absence from their respective stakeholder organization if they are unable to attend a meeting except for (e.g., community ambassadors, ISPs, and elected officials)
- All active members are required to join a working group except for general members (e.g., ISPs and elected officials)
- All active members are required to review emails and materials and provide input and feedback when requested
- Only active members can vote on IBCC matters except for general members (e.g., ISPs and elected officials)

Meeting Type	Composition and Governance	Size Limit	Time Commitment
General membership	<ul style="list-style-type: none"> • Backbone convener • Community ambassadors • Committee members • Facilitator • General members 	No size limit	90 to 120 minutes

	<ul style="list-style-type: none"> Steering committee members Working group chairs Working group members 		
Steering committee	<ul style="list-style-type: none"> Backbone convener Community ambassadors Facilitator Working group chairs 	No more than 20 members	90 to 120 minutes Additional hours may be required for tasks
Working groups	<ul style="list-style-type: none"> Backbone convener Community ambassadors Committee members Facilitator Steering committee members Working group chairs Working group members 	No more than 40 members	60 to 75 minutes Additional hours may be required for tasks

Resignation and Removal

Members may resign from participating in any IBCC activities and the entire IBCC at any given time. This requires notifying the backbone convener via email at least one week before their requested resignation date. Members are notified via email and during meetings by the backbone convener regarding new members who are joining the IBCC, transitioning members who are changing leadership roles within the IBCC, and members who are leaving the IBCC.

Members may be removed from participating in any IBCC activities and the entire IBCC if they are no longer able to align with the IBCC. Members may request for other members to be removed from the IBCC by writing the backbone convener via email and explaining their removal request. The backbone convener shares the member removal request with the appropriate working group chairs and then brings the matter to all members. Any removal of members requires a two-thirds majority vote of all members. Please note that differences in opinions and thoughts outside of the IBCC activities, duties, purpose, and strategies are generally not considered grounds for removing a member from the IBCC. If the resignation or removal of a member is in a leadership position, the backbone convener fills the vacancy through the appropriate selection process as outlined in the Charter.

COMMUNICATIONS, LOGISTICS & MANAGEMENT

Scheduling

The backbone convener develops and administers an online meeting availability form to all members and identifies the dates and times for all meetings. Upon receiving the meeting availability from the members, the backbone convener issues calendar invites that include the agenda, materials, and Zoom link.

Days, Format, Frequency, Length of Time, and Platform

All steering committee and working group meetings convene virtually using an online Zoom platform. General membership meetings also convene virtually using an online Zoom platform with an in-person meeting that occurs yearly. In-person meetings are held in different subregions and communities throughout Los Angeles County.

Meeting Type	Frequency	Days	Length of Time	Format Platform
General membership	Every other month	To be determined	90 to 120 minutes	Virtual and Zoom platforms In-person meeting (once a year)
Steering committee	Monthly	To be determined	90 to 120 minutes	Virtual and Zoom platforms only
Working groups	Bi-monthly (twice a month)	To be determined	60 to 75 minutes	Virtual and Zoom platforms only

Community Agreements

The backbone convener and/or facilitator reviews a group of norms at the beginning of each meeting. These community agreements guide how all members collaborate and work together.

- Turn your camera on (if possible)
- Mute the microphone when you are not speaking
- Use the display feature to add your first, last, and organization name
- Use the raise hand feature to provide verbal remarks
- Use the chat feature to provide written remarks
- Take space, make space
- Respect the opinions of others
- Talk from your own experience and use “I” statements
- Acknowledge power dynamics and treat everyone equally
- Use inclusive, community-centered, and plain language

Content

All meetings are well organized and include key deliverables, expected outcomes, and a clear purpose. The content of the IBCC is set by the backbone convener and facilitator with input by the members as appropriate. Key content for meetings will include training opportunities, strategic planning efforts, technical assistance, and spotlighting a stakeholder organization's digital inclusion activities as a best practice to name a few.

Attendance and Quorum

At least 50 percent of attendance is required by members for steering committee and working group meetings for there to be a quorum. If there is no quorum, the meeting is either canceled and/or rescheduled by the backbone convener. There are no attendance and quorum requirements for general membership meetings.

Administration and Record-Keeping

The backbone convener sends calendar invites with the agenda, materials, and Zoom link before the meetings to all members. Both the backbone convener and facilitator take meeting minutes and notes during all meetings. Meeting minutes and notes are sent out to members at least 72 hours following the meetings. All documents (e.g., agendas, materials, minutes, notes, etc.) are tracked, saved, and stored on a drive that is only accessible to members.

Accessibility and Inclusivity

Accommodations (e.g., captioning, special fonts) and language access (e.g., interpretation and translation services) are available to members during meetings upon request. Specific accommodations and language access services requests are directed to the backbone convener via email at least one week before a meeting.

Deliverables

The backbone convener creates, manages, and updates key deliverables for the IBCC.

- Charter
- Convening schedule
- Drive for storing (e.g., agendas, minutes, materials, and resources)
- Email address and listserv
- Logo (e.g., branding and identity)
- Meeting agenda templates
- Meeting minutes and notes templates
- Online interest forms
- PowerPoint presentation templates
- Reporting templates
- Roles and responsibilities agreement
- Roster
- Survey forms
- Timeline with milestones

Communications

The IBCC has clear and easy to comprehend communications. The backbone convener manages key communications for the IBCC. Examples of communications include:

- Email and listserv communications
- Newsletter communications
- Online platform communications
- Website communications

REPORTING

The backbone convener develops and administers reports every quarter to the County Board, County staff, members, and supporters of the IBCC, and relevant key external stakeholder organizations that are not directly affiliated with the IBCC. The reports are shared via email and include updates on the IBCC's progress made on performance outputs and key indicators for success. The reports include baseline data and encompass the celebration of the IBCC's progress made toward short-term efforts and quick wins (e.g., implementation and outcomes achieved within six months to a year). Upon receiving Federal and State grant funding, the reports are modified to include long-term efforts and population level, and systems change wins (e.g., implementation and outcomes achieved within 3 to 5 years). The backbone convener works with the IBCC to compile and capture key notable successes to include in the reports.

INDUSTRY-INFORMED REFERENCES & SOURCES

- American Community Survey (ACS) 2022 5-Year Estimates
- City of Long Beach Office of Equity | Long Beach Equity Toolkit for City Leaders and Staff
- Collective Impact Forum | Collective Impact Readiness Assessment
- Collective Impact Forum | Collective Impact Terminology
- Collective Impact Forum | Moving from Vision to Implementation
- Collective Impact Forum | Tools for Steering Committees
- Collective Impact Forum | What is Collective Impact?
- Community Commons | The Spectrum of Community Engagement to Ownership
- County of Los Angeles Board of Supervisors Motion | Deeping the County's Commitment to Equitable Deployment of Enhanced Regional Broadband Infrastructure – Establishing an Intergovernmental Broadband Coordinating Committee (IBCC)
- FSG | The Water of Systems Change
- Government Alliance on Race & Equity (GARE) Racial Equity Toolkit Worksheet | An Opportunity to Operationalize Equity
- Mind Tools | The Role of a Facilitator
- National Digital Inclusion Alliance (NDIA) Definitions
- National Digital Inclusion Alliance (NDIA) Digital Inclusion Coalition Guidebook
- National Telecommunications and Information Administration (NTIA) | Internet for All Broadband 101 Presentation
- Race Forward | What is Racial Equity?
- ResearchGate | The Collaboration Continuum
- The Teagle Foundation | Collaboration Continuum