



Board of Supervisors Public Safety Cluster Agenda Review Meeting

DATE: September 4, 2024

TIME: 9:30 a.m. – 11:00 a.m.

MEETING CHAIR: Steven Edwards, 3rd Supervisorial District

CEO MEETING FACILITATOR: Dardy Chen

This meeting will be held in 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 169948309# or [Click here to join the meeting](#)

For Spanish Interpretation, the Public should send emails within 48 hours in advance of the meeting to: ClusterAccommodationRequest@bos.lacounty.gov

Members of the Public may address the Public Safety 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. INFORMATIONAL ITEM(S): [Any Informational Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:

A. BOARD LETTER:

Approval of Expenditure Increase to Contract Number FR10587 with Harbor Real Estate, LP DBA the Boatyard
Speaker(s): Robert Harris, Olivier O’Connell, and Chad Idol (FIRE)

B. BOARD LETTER:

Seven-Year Lease – Public Defender – 3655 Torrance Boulevard, Torrance
Speaker(s): Alexandra Nguyen-Rivera (CEO)

C. BOARD LETTER:

Seven-Year Lease – Fire Department – 5815-5823 and 5825-5847
Rickenbacker Road, Commerce
Speaker(s): Alexandra Nguyen-Rivera (CEO)

3. PRESENTATION/DISCUSSION ITEM(S):

A. BOARD BRIEFING:

Office of Inspector General (OIG) Quarterly Report Briefing
Speaker(s): Dara Williams (OIG)

B. BOARD BRIEFING:

Probation Oversight Commission (POC) and Office of Inspector
General (OIG) Probation Monthly Briefing and School Law Enforcement
Services Report Back Briefing
Speaker(s): Wendelyn Julien (POC) and Eric Bates (OIG)

4. PUBLIC COMMENTS

5. ADJOURNMENT

6. UPCOMING ITEM(S) FOR SEPTEMBER 11, 2024:

A. BOARD LETTER:

Approval of a Contract for Aviation Based Training for Pilots, Crew Chiefs,
Maintenance Personnel, and Other Aviation Disciplines
Speaker(s): Dennis Breshears, Robert Gaylor, and Carlos Santiago (FIRE)

B. BOARD LETTER:

Fire Camp 13 Woolsey Fire Reconstruction Project – Capital Project
No. 88721
Speaker(s): Tom Brown (FIRE)

C. BOARD LETTER:

Request to Authorize the Los Angeles County District Attorney's Office to
Accept Grant Funds from the Office of Traffic Safety for the Period Beginning
October 1, 2024 through September 30, 2025
Speaker(s): Garrett Dameron and Ani Ayvazyan (DA)

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

PUBLIC_SAFETY_COMMENTS@CEO.LACOUNTY.GOV

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	8/28/2024	
BOARD MEETING DATE	9/10/2024	
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)	Fire Department	
SUBJECT	Approval of expenditure increase to contract number FR10587 with Harbor Real Estate, LP dba The Boatyard	
PROGRAM	Various	
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:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost:	Funding source:
	\$315,000	Insurance
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	Approve an increase to the maximum annual contract sum for FY 2024-25 to Board approved Contract with The Boatyard to allow for repairs. The proposed repairs would exceed the current maximum annual contract sum of \$300,000, therefore an increase to the annual contract sum is necessary for the current contract year.	
BACKGROUND (include internal/external issues that may exist including any related motions)	On March 5, 2024, Baywatch Cabrillo B4793 was involved in an accident where it collided with the San Pedro federal break wall. This resulted in \$312,000 in damage to the vessel. The vessel was insured at a value of \$320,000 to which the District has received proceeds of \$315,000 from insurance to cover all repair costs (\$320,000 minus \$5,000 deductible).	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Approval of the recommended actions is consistent with the County's Strategic Plan North Star 3.G. Internal Controls and Processes, by continually maximizing revenue, managing, and maximizing County assets, measuring impact and effectiveness of our collective efforts, and enhancing County's fiscal strength through long-term planning.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Marissa Martin Jensen, Administrative Services Manager II, (323) 881-6173 Marissa.MartinJensen@fire.lacounty.gov	



COUNTY OF LOS ANGELES FIRE DEPARTMENT



ANTHONY C. MARRONE
FIRE CHIEF
FORESTER & FIRE WARDEN

*"Proud Protectors of Life,
the Environment, and Property"*

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401
www.fire.lacounty.gov

BOARD OF SUPERVISORS
LINDSEY P. HORVATH, CHAIR
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SECOND DISTRICT
KATHRYN BARGER
FIFTH DISTRICT

September 10, 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:

APPROVAL OF EXPENDITURE INCREASE TO CONTRACT NUMBER FR10587 WITH HARBOR REAL ESTATE, LP DBA THE BOATYARD (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors' (Board) approval to increase the maximum annual contract sum for the District's contract number FR10587 with Harbor Real Estate, LP DBA The BoatYard (The BoatYard) for the current contract year, Fiscal Year (FY) 2024-25. The increase is necessary to allow for the repair of District Lifeguard rescue boat "Baywatch Cabrillo B4793" (Baywatch Cabrillo B4793) which was in an accident and requires extensive repairs.

IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:

1. Approve an increase of \$315,000 to the maximum annual contract sum for the District's Contract with The BoatYard for the current contract year. This increase will raise the maximum annual contract sum for FY 2024-25 from \$300,000 to \$615,000.
2. Delegate authority to the Fire Chief, or his designee, to execute amendments to increase the contract sum by an amount not to exceed the claim check payout in the event any future insurance claim checks are received, provided such documents are reviewed and approved by County Counsel.

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS
ARTESIA
AZUSA
BALDWIN PARK
BELL
BELL GARDENS
BELLFLOWER
BRADBURY
CALABASAS

CARSON
CERRITOS
CLAREMONT
COMMERCE
COVINA
CUDAHY
DIAMOND BAR
DUARTE

EL MONTE
GARDENA
GLEN DORA
HAWAIIAN GARDENS
HAWTHORNE
HERMOSA BEACH
HIDDEN HILLS
HUNTINGTON PARK
INDUSTRY

INGLEWOOD
IRWINDALE
LA CANADA-FLINTRIDGE
LA HABRA
LA MIRADA
LA PUENTE
LAKEWOOD
LANCASTER

LAWNDALE
LOMITA
LYNWOOD
MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES
PARAMOUNT

PICO RIVERA
POMONA
RANCHO PALOS VERDES
ROLLING HILLS
ROLLING HILLS ESTATES
ROSEMEAD
SAN DIMAS
SANTA CLARITA

SIGNAL HILL
SOUTH EL MONTE
SOUTH GATE
TEMPLE CITY
VERNON
WALNUT
WEST HOLLYWOOD
WESTLAKE VILLAGE
WHITTIER

3. Find that this purchase is exempt from the provisions of the California Environmental Quality Act (CEQA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to approve an increase to the maximum annual contract sum for FY 2024-25 to Board approved Contract with The BoatYard to allow for repairs. The proposed repairs would exceed the current maximum annual contract sum of \$300,000, therefore an increase to the annual contract sum is necessary for the current contract year.

On March 5, 2024, Baywatch Cabrillo B4793 was involved in an accident where it collided with the San Pedro federal break wall. This resulted in \$312,000 in damage to the vessel. The vessel was insured at a value of \$320,000 to which the District has received proceeds of \$315,000 from insurance to cover all repair costs (\$320,000 minus \$5,000 deductible). This repair will save the District more than \$2,500,000 in replacement costs for a new rescue boat. Returning Baywatch Cabrillo B4793 to service as quickly as possible also brings the rescue boat fleet back up to its minimum operational level to account for maintenance schedules and future augmented staffing needs.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of the recommended actions is consistent with the County's Strategic Plan North Star 3.G. Internal Controls and Processes, by continually maximizing revenue, managing, and maximizing County assets, measuring impact and effectiveness of our collective efforts, and enhancing County's fiscal strength through long-term planning.

FISCAL IMPACT/FINANCING

On June 5, 2024, the District received insurance proceeds of \$315,000 to cover the repair costs of Baywatch Cabrillo B4793. This revenue will be included in the District's Fiscal Year 2024-25 Final Adopted Budget to fund the increase to the maximum annual contract sum.

There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On June 4, 2024, your Board approved contract number FR10587 with The BoatYard with a maximum annual contact sum of \$300,000. Approval of the recommended increase will allow the District to expend a maximum annual contract sum of \$615,000 for the current contract year.

ENVIRONMENTAL DOCUMENTATION

The services provided through this contract do not have a significant effect on the environment and, therefore, is exempt from CEQA, pursuant to Section 15061(b) (3) of the CEQA Guidelines.

CONTRACTING PROCESS

The District's contract number FR10587 with The BoatYard was approved by your Board on June 4, 2024.

IMPACT ON CURRENT SERVICES

Approval of the recommended actions will allow for the repairs of Baywatch Cabrillo B4793 while continuing to maintain and repair its remaining fleet of fireboats, personal watercraft vehicles, and all-terrain vehicles. These services are critical for the District's ability to provide emergency medical response and patrol throughout Los Angeles County beaches.

CONCLUSION

Upon approval by your Honorable Board, please instruct the Executive Officer of the Board to return the adopted stamped Board Letter to the following:

Consolidated Fire Protection District of Los Angeles County
Executive Office - Business Operations
Attention: Marissa Martin Jensen, Administrative Services Manager II
1320 North Eastern Avenue
Los Angeles, CA 90063
Marissa.MartinJensen@fire.lacounty.gov

The District's contact can be reached at (323) 881-6173.

Respectfully submitted,

ANTHONY C. MARRONE, FIRE CHIEF

ACM:cs

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

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	9/4/2024	
BOARD MEETING DATE	9/24/2024	
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)	Public Defender	
SUBJECT	Seven-year lease renewal for 8,106 square feet of office space and 29 on-site parking spaces at 3655 Torrance Boulevard, Suite 200, Torrance, CA 90503	
PROGRAM	Direct Service	
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:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: \$1,571,000 for initial term. If the one 2-year option to extend is exercised, cost will be \$2,095,000 for a total of 9 years.	Funding source: The rental costs will be funded 100 percent by net County cost (NCC) that is already included in Public Defender's existing budget.
	TERMS (if applicable): The proposed lease will have an estimated maximum first year base rental cost is \$210,000, but with a two-month rent abatement of \$35,000, will equal \$175,000 for the first year. The landlord will be responsible for all operating expenses, including utilities, janitorial, repair and maintenance to the building.	
	Explanation: Sufficient funding to cover the proposed rent for the first year of the proposed lease term is included in the Fiscal Year 2024-25 Rent Expense budget and will be billed back to Public Defender. PD has sufficient funding in its Fiscal Year 2024-25 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.	
PURPOSE OF REQUEST	Approval of the recommended actions will authorize and provide continued use of office space for Public Defender.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The County has leased the subject location since December 1989. The current lease will expire January 9, 2025. The proposed lease will be effective upon approval by the Board and full execution of the proposed lease, but the new term and rent will commence on January 10, 2025 once the current lease expires. The facility adequately meets the office space needs of PD.	
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"

September 24, 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:

**SEVEN-YEAR LEASE
PUBLIC DEFENDER
3655 TORRANCE BOULEVARD, TORRANCE
(FOURTH DISTRICT) (3 VOTES)**

SUBJECT

Approval of a proposed seven-year lease to renew an existing lease to provide the Public Defender (PD) continued use of 8,106 square feet of office space and 29 on-site parking spaces.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed lease is exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and in the record of the project.
2. Authorize the Chief Executive Officer, or her designee, to execute the proposed lease with Omnis Network, LLC (Landlord), for approximately 8,106 square feet of office space and 29 on-site parking spaces located at 3655 Torrance Boulevard, Torrance (Premises) to be occupied by the PD. The estimated maximum first year base rental cost is \$210,000, but with a two-month rent abatement of \$35,000, will equal \$175,000. The estimated total proposed lease cost is \$1,571,000 over the seven-year term. The rental costs will be funded 100 percent by net County cost (NCC) that is already included in the PD's existing budget. The PD will not be requesting additional NCC for this action.

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

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The PD has occupied the Premises since December 1989. The PD defends the liberty interests of indigent clients, to protect their rights and to advocate for clients to access resources to be productive members of the community. The PD is mandated to provide legal representation to those who cannot afford it by the Federal and State constitutions and California Penal Code Section 987.2. The PD office provides felony and misdemeanor representation to individuals who qualify for PD representation for cases heard in the Torrance Courthouse.

The Premises houses approximately 36 employees using 36 workstations, who provide direct legal services and counsel to indigent persons summoned for court proceedings at the Torrance Courthouse. Due to the direct service and confidential nature of work, there are no immediate plans for extensive teleworking or hoteling at the current location. Employees at this location must be onsite or walk to the Torrance Courthouse to provide services to clients, family members, witnesses, and others from the public.

There is no available space at the Torrance Courthouse. The Premises is close to local public transportation routes including the Torrance Transit Center. The PD has requested that the existing lease be renewed so that it may continue to occupy the Premises, provide uninterrupted services to the existing community, and remain near to the Torrance Courthouse.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan North Star 3 – *“Realize Tomorrow’s Government Today”* – The increasingly dynamic and complex environment, challenges collective abilities to respond to public needs and expectations. LA County is an innovative, flexible, effective, and transparent partner focused on advancing the common good & being fiscally responsible.

The proposed lease is also consistent with the Strategic Asset Management Goal – Strengthen connection between service priorities and asset decisions, and Key Objective No. 3 – Optimize Real Estate Portfolio.

The proposed lease supports the above goal and objective by maximizing the effectiveness of County service by having a presence in the community in which it serves. The PD is committed to working with its justice partners to divert the County’s most

vulnerable populations from the criminal legal system and reduce barriers to community re-entry.

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

FISCAL IMPACT/FINANCING

The estimated maximum first year base rental cost of \$210,000, and with a two-month rent abatement of \$35,000, will equal \$175,000, which includes parking at no additional cost. The aggregate cost associated with the proposed lease over the entire term is \$1,571,000. If the option to extend the term for an additional two years is exercised, the cost of the option term is \$524,000, for an estimated total lease cost of \$2,095,000 over the nine-year term as shown in Enclosure B-1. The proposed lease costs will be funded 100 percent by NCC that is already included in the PD's existing budget. The PD will not be requesting additional NCC for this action.

Sufficient funding to cover the proposed rent for the first year of the proposed lease term is included in the Fiscal Year 2024-25 Rent Expense budget and will be billed back to the PD. The PD has sufficient funding in its Fiscal Year 2024-25 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 PD.

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 increase from \$23.66 per square foot, per year to \$25.80 per square foot, per year. Base rent is subject to annual increases based on fixed annual increases of 3 percent.
- The Landlord has agreed to two months of rent abatement.
- The Landlord, at its sole cost and expense, shall provide paint and carpet throughout to refresh the leased premises.
- The Landlord is responsible for all operating and maintenance costs of the building and all utilities and janitorial costs. The County has no responsibility for any operating and maintenance costs.
- The 29 on-site parking spaces are included at no additional cost.
- A comparison of the existing lease and the proposed lease is shown in Enclosure B-2.

- A seven-year initial term with an option to extend the lease for an additional two years with nine months' prior written notice, subject to a 3 percent increase. If all options are exercised, the total term of the proposed lease would be nine years.
- The County has the right to terminate the proposed lease early any time after the fifth year, with 180 days' prior written notice to the Landlord.
- Holdover at the proposed lease expiration is permitted on the same lease terms and conditions except the monthly base rent during the holdover period will increase by the regular 3 percent annual increase of the base rent.
- The current lease will expire January 9, 2025. The proposed lease will be effective upon approval by the Board and full execution of the proposed lease, but the new term and rent will commence on January 10, 2025, once the current lease expires.

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 and \$36 per square foot, per year. The base annual rental rate of \$25.80 per square foot, per year for the proposed lease represents a rate that is below the market range for the area. Further, relocation to a new building would require costly new tenant improvements and disrupt services. We recommend the proposed Premises as the most suitable to meet the County's space requirements.

In addition, co-working office space is not programmatically practical due to the confidential nature of the program.

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

The Department of Public Works has inspected this facility and found it suitable for the County's occupancy. The required notification letter to the City of Torrance has been sent in accordance with Government Code Section 25351.

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

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

ENVIRONMENTAL DOCUMENTATION

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

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

Respectfully submitted,

FESIA A. DAVENPORT
Chief Executive Officer

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

Enclosures

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

**PUBLIC DEFENDER
3655 TORRANCE BOULEVARD, TORRANCE**

Asset Management Principles Compliance Form¹

1.	<u>Occupancy</u>	Yes	No	N/A
A	Does lease consolidate administrative functions? ²			X
B	Does lease co-locate with other functions to better serve clients? ²			X
C	Does this lease centralize business support functions? ²			X
D	Does this lease meet the guideline of 200 sq. ft of space per person? ² Based on 29 employees, it is 279.5 sq.ft per person due to program's ancillary space which includes conference rooms and a copier room.		X	
E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? ² Parking ratio is 3.57/1,000 based on 29 parking spaces available		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 The proposed building is a multi-tenanted building and County already occupies the facility.		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. ____ 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
3655 TORRANCE BOULEVARD, TORRANCE
Public Defender

Basic Lease Assumptions

Leased Area (sq.ft.)	8,106	
	Monthly	Annual
Rent (per sq. ft.) ⁽¹⁾	\$2.15	\$25.80
Rent Amount (\$)	\$17,427.90	\$209,134.80
Term (Month/Years)	84 mos.	7 yrs.
Annual Rent Adjustment	3%	

	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year	Total 7 Year Rental Costs
Annual Base Rent Costs ⁽¹⁾	\$210,000	\$216,000	\$222,000	\$229,000	\$236,000	\$243,000	\$250,000	\$1,606,000
Rent Abatement ⁽²⁾	(35,000)							(\$35,000)
Total Annual Lease Costs	\$175,000	\$216,000	\$222,000	\$229,000	\$236,000	\$243,000	\$250,000	\$1,571,000

Option Rent	1st Year	2nd Year	Total 2 year Rental Costs
Annual Base Rent ⁽³⁾	\$258,000	\$266,000	\$524,000
Total Paid to Landlord with Option Rent	\$258,000	\$266,000	\$524,000

Est. Aggregate cost of 9 yr Term: **\$2,095,000**

Footnotes

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

⁽²⁾ Tenant shall receive full Rent Abatement during months 1 and 2 of the initial term.

⁽³⁾ Base rent during option period is subject to annual increases capped at 3%.

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

COMPARISON OF THE PROPOSED LEASE TO EXISTING LEASE

	Existing Lease: 3655 Torrance Blvd.	Proposed Lease: 3655 Torrance Blvd.	Change
Area (Square Feet)	8,106 sq.ft.	8,106 sq.ft.	None
Term (years)	Eight years	Seven years plus one two-year option to renew	Seven years plus one two-year option to renew
Annual Base Rent (Base rent includes 29 parking spaces)	\$192,000	\$210,000	+\$18,000
Rent Abatement	None	2 months	2 months
Total Annual Lease Costs payable to Landlord	\$192,000	\$175,000 ⁽¹⁾	-\$17,000
Rental rate adjustment	Annual CPI adjustments capped at 3 percent	Fixed adjustments at 3 percent.	Fixed adjustments at 3 percent.

⁽¹⁾ Includes two months rent abatement in the first year.

**PUBLIC DEFENDER
SPACE SEARCH – 1 MILE RADIUS FROM 3655 TORRANCE BLVD**

LACO	FACILITY NAME	ADDRESS	SQAURE GROSS	FEET NET	OWNERSHIP	SQ. FT. AVAILABLE
A655	PUB DEFENDER-TORRANCE BRANCH OFFICES	3655 TORRANCE BL., TORRANCE 90503	8106	4968	LEASED	NONE
A655	ALT PD -TORRANCE BRANCH OFFICES	3655 TORRANCE BL. TORRANCE 90503	3763	3650	LEASED	NONE
T825	TORRANCE COURT-STEPHEN E O'NEIL JURY ASSEMBLY	825 MAPLE AVE, TORRANCE 90503-5058	2874	2874	OWNED	NONE
5177	TORRANCE COURTHOUSE	825 MAPLE AVE, TORRANCE 90503-5058	126145	93674	OWNED	NONE
5043	TORRANCE COURTHOUSE-ANNEX	3221 TORRANCE BLVD, TORRANCE 90503	15126	12831	OWNED	NONE
T019	TORRANCE COURTHOUSE-TRAFFIC DIVISION	3221 TORRANCE BLVD, TORRANCE 90503	2891	2891	OWNED	NONE

FACILITY LOCATION POLICY ANALYSIS

Proposed lease amendment: Lease for the Department of Public Defender – 3655 Torrance Boulevard, Suite 200, Torrance – Fourth Supervisorial District.

- A. Establish Service Function Category –** Regional and local public service function.
- B. Determination of the Service Area –** The proposed lease will provide a seven-year lease for the Public Defender in the City of Torrance and surrounding areas which belong to the Southwest Judicial District of Los Angeles.
- C. Apply Location Selection Criteria to Service Area Data**
- Need for proximity to service area and population: The office provides convenient accessibility of services to clients in the South Bay region.
 - Need for proximity to existing County facilities: Close to several other County departments including the Courthouse, Board of Supervisors, Department of Children and Family Services, and Alternate Public Defender.
 - Need for proximity to Los Angeles Civic Center: N/A
 - Economic Development Potential: N/A
 - Proximity to public transportation: The location is adequately served by local transit services, including the Torrance Transit Center.
 - 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 office building near the Torrance Courthouse.
 - Compatibility with local land use plans: The City of Torrance 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 7-year initial term, is \$1,571,000. If the option to extend is exercised for an additional two years, the cost of the option term is \$524,000, for an estimated total lease cost of \$2,095,000 over the nine-year term.

D. Analyze results and identify location alternatives

The Chief Executive Office conducted a market search of available office space for lease but was unable to identify any sites that could accommodate this requirement more economically. Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$27 and \$36 per square foot, per year. The base annual rental rate of \$25.80 per square foot, per year for the proposed lease represents a rate that is below the market range for the area.

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 36 employees consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012.

**COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE**

LEASE AGREEMENT

COUNTY OF LOS ANGELES - Tenant

OMNIS NETWORK, LLC – Landlord

3655 TORRANCE BOULEVARD

SUITE 200

TORRANCE, CALIFORNIA

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EXHIBITS

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

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is entered into as of the _____ day of _____, 2024 between OMNIS NETWORK, LLC, a California limited liability company ("Landlord"), and COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant" or "County").

Landlord and Tenant agree:

1. BASIC LEASE INFORMATION

1.1 Terms

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

(a) Landlord's Address for Notices:	Omnis Network, LLC 3655 Torrance Blvd, Suite 180 Torrance, CA 90503 Email: 3655@omnis.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 8,106 rentable square feet, designated as Suite 200, in the Building (defined below), as shown on <u>Exhibit A</u> attached hereto.
(d) Building:	The Building located at 3655 Torrance Boulevard, Torrance, California, which is currently assessed by the County Assessor as APN 7524-015-099 (collectively, the "Property");

(e) Term:	Seven (7) years, commencement shall be the later of: 1) approval of this Lease by the Board of Supervisors and full execution of this Lease by both parties or 2) January 10, 2025 (the "Commencement Date") and terminating at midnight on the day before the eighth annual anniversary of the Commencement Date (the "Termination Date"), subject to earlier termination by Tenant as provided herein. The phrase "Term of this Lease" shall refer to the initial Term of this Lease together with any additional Extension Term for which an option has been validly exercised.
(f) Estimated Commencement Date:	January 10, 2025
(g) Irrevocable Offer Expiration Date: (see Section 33)	January 10, 2025
(h) Base Rent:	\$2.15 per rentable square foot per month (i.e., \$17,427.90 per month or \$209,134.80 per year)
(i) Early Termination (see Section 4.4)	Any time after the 60th month of the Term following Commencement Date, by giving Landlord not less than one hundred and eighty (180) days prior written notice, executed by Tenant's Chief Executive Officer or his/her designee.
(j) Rentable Square Feet in the Premises:	8,106 rentable square feet
(k) Initial Departmental Use:	General office use, subject to Section 6.
(l) Parking Spaces:	29 unreserved spaces
(m) Tenant's Hours of Operation:	6 a.m. to 8 p.m. Monday through Friday, and 9 a.m. to 2 p.m. on Saturdays

(n) Asbestos Report:	A report dated September 13, 2023, prepared by Benchmark Environmental Engineering, a licensed California Asbestos contractor.
(o) Seismic Report	A report dated November 7, 2023, prepared by 4 S.T.E.L Engineering.
(p) Disabled Access Survey	A report dated October 10, 2023, prepared by SSA.

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

2.1 Lease of Premises

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

2.2 Measurement of Premises

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

3. COMMON AREAS

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

4. COMMENCEMENT AND EXPIRATION DATES

4.1 Term

The term of this Lease shall be for a period of seven (7) years and shall commence the later of: 1) approval of the lease by the Board of Supervisors and full execution of the Lease by both parties or 2) January 10, 2025 and ending eighty-four (84) months thereafter.

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 and eighty (180) days prior written notice, executed by Tenant's Chief Executive Officer or his/her designee.

4.5 Lease Expiration Notice

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

5. RENT

5.1 Base Rent

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

Base Rent for any partial calendar month during the Term shall be prorated in proportion to the number of days during the Term within such calendar month.

5.2 Rent Abatement

The months 1-2 of the Lease Term shall be abated.

5.3 Base Rent Adjustments

On the first (1st) anniversary of the Commencement Date and every anniversary thereafter (each an "Adjustment Date"), the Base Rent shall be increased by an amount equal to three percent (3%) of the Base Rent for the immediately preceding 12-month period.

5.4 Method of Payment and Required Information

The Tenant may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment for any amounts due under this Lease. Landlord further agrees that the default form of payment shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the A-C.

Subject to Section 5.1, the Landlord shall provide the A-C with electronic banking and related information for the Landlord and/or any other payee that the Landlord designates to receive payment pursuant to this Lease. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number or TIN, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments. Upon the Commencement Date or at any time during the duration of the Lease, a Landlord may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

6. USES

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

7. HOLDOVER

If Tenant remains in possession of the Premises or any part thereof after the expiration of the term of this Lease, such occupancy shall be a tenancy which is terminable only upon ninety (90) days written notice from Landlord or thirty (30) days written notice from Tenant's Chief Executive Officer or his/her designee with monthly Base Rent increased by three percent (3%) as provided in Section 5.3, plus any other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease.

8. COMPLIANCE WITH LAW

Tenant shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term hereof regulating the use, occupancy or improvement of the Premises by Tenant. Landlord, not Tenant, shall, at its sole cost, shall make certain agreed upon upgrades to the Building which are applicable to 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"), Said improvements shall include renovation of two (2) bathrooms within the Building. Furthermore, Landlord shall provide new parking restriping as upgrades to the Building for compliance purposes. Said improvements must be completed over the course of the Term. All other conditions shall remain consistent with Tenant's previous lease except if such compliance is made necessary as a result of Tenant's particular use of or alterations or improvements to the Premises.

9. DAMAGE OR DESTRUCTION

9.1 Damage

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

9.2 Tenant Termination Right

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises will not be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty

(180) days for any reason, then Tenant may terminate this Lease by giving Landlord written notice within ten days after Tenant's receipt of written notice from Landlord or its agents specifying such time period of repair; and this Lease shall terminate and the Base Rent shall be abated from the date the Premises became unusable. If Tenant does not elect to terminate this Lease, then Landlord shall promptly commence and diligently prosecute to completion the repairs to the Building or Premises, provided that insurance proceeds are available to repair the damages.

9.3 Damage In Last Year

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

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

9.4 Default By Landlord

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

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

10. REPAIRS AND MAINTENANCE

10.1 Landlord Representations

- (a) Landlord represents to Tenant that, as of the date hereof and on the Commencement Date:
 - i. The Premises, the Building, and all Common Areas (including electrical, heating, ventilating, and air conditioning ("HVAC"), mechanical, plumbing, gas and fire/life safety systems in the Building and similar building service systems) comply with all current laws, codes, and ordinances, including but not limited to the Americans With Disabilities Act, and are in good working order and condition;

- ii. The Building and the Premises comply with all covenants, conditions, restrictions and insurance underwriter's requirements;
 - iii. The Premises, the Building and the Common Areas are free of the presence of Hazardous Materials (as hereinafter defined); and
 - iv. Landlord has not received any notice from any governmental agency that the Building or the Premises are in violation of any law or regulation.
- (b) Landlord represents, based upon a professional inspection of the Premises and the Building and the Asbestos Report (as defined in Section 1.1) that the Premises and the Building contain no asbestos containing materials (other than as may be reflected in the Asbestos Report). Landlord shall, prior to Tenant's occupancy, abate, at Landlord's sole cost and expense, all asbestos-containing materials to the extent required by law and provide Tenant with an updated report from a licensed California Asbestos contractor to that effect.

(c) CASp Inspection:

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

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

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

Have not undergone inspection by a Certified Access Specialist. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of

the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

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

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

10.2 Landlord Obligations

- (a) Landlord shall keep and maintain the Property in good condition and repair and promptly make repairs to and perform maintenance upon and replace as needed:
 - i. the structural elements of the Building, including without limitation, all permanent exterior and interior walls, floors and ceilings, foundations, roof, concealed plumbing, stairways, concealed electrical systems and intra-building telephone network cables;
 - ii. mechanical (including HVAC), electrical, plumbing and fire/life systems serving the Building;
 - iii. the Common Areas;
 - iv. exterior windows of the Building; and
 - v. elevators serving the Building.
 - vi. Landlord will provide to Tenant an American with Disabilities Act (ADA) report(s), asbestos report(s), and any available seismic report(s) for the Building, including structural plans, at Landlord's sole cost and expense. Tenant will not finalize the Lease without Tenant's review and approval of these reports. Landlord at its sole cost and expense shall provide certain identified required changes to the Building identified by the Reports conducted by Landlord's vendors for Code of Americans with Disabilities (ADA), asbestos and seismic requirements & recommendations resulting from those "Reports" (Base Building Work).

- (b) Landlord, at its sole cost and expense, shall also perform all maintenance and repairs to the Premises, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted. Landlord's repair obligations include, without limitation, repairs to, or replacements of:
 - i. the floor covering (if such floor covering is carpeting it shall be replaced as needed);
 - ii. interior partitions;
 - iii. doors, door frames and hardware;
 - iv. the interior side of demising walls (which shall be repainted as needed but not less often than every five (5) years);
 - v. signage;
 - vi. emergency exit signage and battery replacement;
 - vii. HVAC equipment dedicated to the mechanical rooms housing Tenant's computer servers and related equipment; and
 - viii. Light fixtures, bulbs, tubes and ballasts.
- (c) Landlord shall, to the best of its ability, provide all reports, maintenance records, or other documentation as may be requested from time to time.

10.3 Tenant Obligations

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

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

10.4 Tenant's Right to Repair

- (a) If Tenant provides written notice (or oral notice in the event of an emergency, such as damage or destruction to or of any portion of the Building structure and/or the Building systems, and/or anything that could cause material disruption to Tenant's business) to Landlord of an event or circumstance which requires the action of Landlord with respect to repair and/or maintenance, and if Landlord fails to provide such action within a reasonable period of time given the circumstances after the giving of such

notice, but in any event not later than five (5) days after the giving of such notice, then Tenant may proceed to take the required action (provided, however, that no such notice shall be required in the event of an emergency which threatens life or where there is imminent danger to property or a possibility that a failure to take immediate action could cause a material disruption in Tenant's normal and customary business activities). Tenant shall have access to the Building to the extent necessary to perform the work contemplated by this provision. If such action was required under the terms of this Lease to have been taken by Landlord and was not taken by Landlord within such period (unless such notice was not required as provided above), and Tenant took such required action, then Tenant shall be entitled to prompt reimbursement by Landlord of Tenant's reasonable costs and expenses in having taken such action plus interest thereon at ten percent (10%) per annum. If not reimbursed by Landlord within ten (10) days after written notice, then Tenant shall be entitled to deduct from Base Rent payable by Tenant under this Lease the amount set forth in its invoice for such work. The remedies provided in this Section are in addition to the remedies provided in Section 15.

11. SERVICES AND UTILITIES

11.1 Services

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

Landlord shall furnish heating, ventilation and air conditioning ("HVAC"), during the Building's Hours of Operations which are 8 am to 6 pm Monday through Friday 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 If Tenant desires additional HVAC being run to the server rooms that will be at their sole cost and expense.

Electricity

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

(b) 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.

(c) Water

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

(d) Janitorial

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

(e) Access

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

(f) Pest Control

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

11.2 Utilities

Landlord agrees to pay, at its sole cost, when due, all charges for the use of the sewer, effluent treatment (when and if imposed by any governmental authority), all water, sprinkler standby charges, electricity, gas, heating and common area power and lighting, trash removal service, fire/life safety systems, charges associated with the HVAC, and other utility rents and charges accruing or payable in connection with the Premises and the Common Areas during the Term of this Lease or any renewal, extension, or holdover thereof, whether the same are pro-rated or measured by separate meters. In the event Landlord fails or refuses to pay any or all of such charges when due, Tenant may give Landlord ten (10) calendar days prior written notice and thereafter pay directly such charges and deduct the payments from the next installments of rent due as a charge against the Landlord.

12. TAXES

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

In the event Landlord fails or refuses to pay any or all taxes or assessments when due, Tenant may, at its sole discretion, give Landlord thirty (30) calendar days prior written

notice and thereafter pay such taxes and assessments and deduct the payments from the next installments of rent due as a charge against the Landlord.

13. LANDLORD ACCESS

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

14. TENANT DEFAULT

14.1 Default

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

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

14.2 Termination

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

14.3 No Effect on Indemnity

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

15. LANDLORD DEFAULT

15.1 Remedies

In addition to the provisions for Landlord's default provided by Sections 9.4, 10.4, 19, 21.2 and 32.3, Landlord shall be in default ("Landlord Default") in the performance of any obligation required to be performed by Landlord under this Lease if Landlord has failed to perform such obligation within five (5) days after the

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

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

15.2 Waiver

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

15.3 Emergency

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

16. **ASSIGNMENT AND SUBLETTING**

16.1 Assignment and Subletting

Tenant may assign, mortgage, encumber or otherwise transfer this Lease or sublet the whole or any part of the Premises with Landlord's prior written consent; provided, however, no such assignment, subletting or other transfer shall relieve Tenant of any liability under this Lease unless Landlord has given its written consent thereto, which Landlord shall not unreasonably withhold if the assignee has a financial condition which is reasonably sufficient for it to be responsible for all future obligations under this Lease.

16.2 Sale

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

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

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

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

17. **ALTERATIONS AND ADDITIONS**

17.1 Landlord Consent

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

- (a) complies with all laws;

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

17.2 End of Term

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

18. CONDEMNATION

18.1 Controlling Terms

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

18.2 Total Taking

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

18.3 Partial Taking

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

18.4 Restoration

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

18.5 Award

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

18.6 Waiver of Statute

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

19. INDEMNIFICATION

19.1 Landlord's Indemnity

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

19.2 Tenant's Indemnity

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

20. INSURANCE

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

20.1 Waiver

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

20.2 General Insurance Provisions – Landlord Requirements

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

(a) Evidence of Coverage and Notice to Tenant

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

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

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

(b) Additional Insured Status and Scope of Coverage

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

(c) Cancellation of or Changes in Insurance

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

(d) Failure to Maintain Insurance

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

(e) Insurer Financial Ratings

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

(f) Landlord's Insurance Shall Be Primary

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

(g) Waiver of Subrogation

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

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

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

(i) Claims Made Coverage

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

(j) Application of Excess Liability Coverage

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

(k) Separation of Insureds

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

(I) Tenant Review and Approval of Insurance Requirements

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

20.3 Insurance Coverage Types And Limits

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

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

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

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

20.4 Landlord Requirements

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

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

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

(b) Commercial Property Insurance. Such insurance shall:

i. Provide coverage for Tenant's property and any tenant improvements and betterments to the Premises; this coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), excluding earthquake and including flood and ordinance or law coverage.

ii. Be written for the full replacement cost of the Property, with a deductible no greater than \$250,000 or 5% of the Property value, whichever is less. Insurance proceeds shall be payable to the Landlord and Tenant, as their interests may appear.

21. PARKING

21.1 Tenant's Rights

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

21.2 Remedies

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

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

22. ENVIRONMENTAL MATTERS

22.1 Hazardous Materials

Tenant shall not cause nor permit, nor allow any of Tenant's employees agents, customers, visitors, invitees, licensee, contractor, assignees or subtenants to cause or permit, any Hazardous Materials to be brought upon, stored, manufactured, generated, blended, handled, recycled, treated, disposed or used on, under or about the Premises, the Building or the Common Areas, except for routine office and janitorial supplies in usual and customary quantities stored, used and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination thereof, whether solid, semi solid, liquid or gaseous, which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity,

phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, molds, toxic levels of bacteria, tobacco smoke within the Premises, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), refrigerants (including those substances defined in the Environmental Protection Agency's "Refrigerant Recycling Rule," as amended from time to time) and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, such properties or effects. As used herein, "Environmental Laws" means any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to Tenant, the Premises, the Building or the Common Areas.

22.2 Landlord Indemnity

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

23. ESTOPPEL CERTIFICATES

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

24. TENANT IMPROVEMENTS

Landlord, at its sole cost and expense, shall provide Tenant with "building standard" new paint and carpet throughout the leased Premises. All materials and finished shall be "building standard. Tenant will notify Landlord the timeframe for these Tenant Improvements.

25. LIENS

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

26. SUBORDINATION AND MORTGAGES

26.1 Subordination and Non-Disturbance

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

26.2 Existing Deeds of Trust

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

26.3 Notice of Default

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

27. SURRENDER OF POSSESSION

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

28. SIGNAGE

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

29. QUIET ENJOYMENT

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

30. GENERAL

30.1 Headings

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

30.2 Successors and Assigns

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

30.3 Brokers

Landlord warrants that it has dealt with only the following real estate broker(s), agent(s), and/or finder(s) in connection with this letter or the transaction contemplated by this letter:

Colliers ("Landlord's broker")

Tenant warrants that it has dealt with only the following real estate broker(s), agent(s), and/or finder(s) in connection with this letter or the transaction contemplated by this letter:

CRESA ("Tenant's broker")

Landlord and Tenant 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 the aforementioned representations. Landlord shall pay any commissions or fees that are payable to Landlord's broker and Tenant's broker with respect to this Lease in accordance with the provisions of a separate commission contract.

30.4 Entire Agreement

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

30.5 Severability

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

30.6 Notices

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

30.7 Governing Law and Venue

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

30.8 Waivers

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

30.9 Time of Essence

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

30.10 Consent

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

30.11 Community Business Enterprises

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

30.12 Memorandum of Lease

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

30.13 Counterparts; Electronic Signatures

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

31. AUTHORITY

Only the County's Board of Supervisors ("Board of Supervisors") has the authority, by formally approving and/or executing this Lease, to bind Tenant to the terms included herein. Landlord understands that no material terms of this Lease may be altered or deleted, nor may any new material terms be added to this Lease, without the express written approval of the Board of Supervisors, either through an amendment to the Lease or by other formal board action. No County officer, employee, agent or independent contractor has any authority to alter, add or delete the material terms of this Lease, and Landlord may not rely upon any representations to the contrary. This limitation of authority applies to all material terms of the Lease including, without limitation, any monetary ceiling established for Tenant Improvements or other project costs of Landlord which are subject to reimbursement by Tenant. Tenant shall not reimburse Landlord for any expenses which exceed this ceiling. Notwithstanding the foregoing, the Chief Executive Office of the

County (the "Chief Executive Office") may take any administrative act on behalf of Tenant hereunder which does not have the effect of increasing Base Rent or other financial obligations of Tenant under this Lease, including without limitation, granting any approvals, terminating this Lease in the manner provided herein by an early termination notice or otherwise, signing estoppel certificates, signing the Commencement Date Memorandum and Confirmation of Lease Terms or subordinating this Lease. Each individual executing this Lease on behalf of Landlord represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Landlord, and that this Lease is binding upon Landlord in accordance with its terms.

32. ACKNOWLEDGEMENT BY LANDLORD

Landlord acknowledges that it is aware of the following provisions:

32.1 Consideration of GAIN Program Participants

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

32.2 Solicitation of Consideration

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

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

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

32.3 Landlord Assignment

(a) Landlord may assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof (including the right to receive rental payments but excluding its duties and obligations hereunder), and Landlord may execute any and all instruments providing for the payment of Base Rent directly to an assignee or transferee, but only if the conditions set forth in this Section are met.

- (b) Any document or agreement purporting to assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease, or any portion thereof, as security for the Landlord's obligation to repay any monetary obligation, is hereinafter referred to as a "Security Agreement." Any Security Agreement which is executed without full compliance with the requirements of this Section shall be void.
- (c) Each assignee or transferee under the Security Agreement shall certify and agree in writing that such assignee or transferee has read and is familiar with the requirements of Sections 5950-5955 of California Government Code, which prohibits the offer or sale of any security constituting a fractional interest in this Lease or any portion thereof, without the prior written consent of the Tenant. Notwithstanding the foregoing, the Tenant hereby acknowledges and agrees that Landlord shall have the right to encumber the Property with CMBS (commercial mortgage backed securities) financing or other traditional real estate financing. However, Landlord may not encumber the Property through any type of bond financing vehicle, including but not limited to certificate of participation financing.
- (d) Violation by Landlord of the provisions of Section 5951 of the California Government Code will constitute a material breach of this Lease, upon which the Tenant may impose damages in an amount equal to the greater of \$500,000 or 10% of the aggregate principal portion of all rental payments payable by the Tenant during the entire Term of this Lease, it being expressly agreed that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and nature of the violation it would be impracticable and extremely difficult to fix actual damages. In addition, the Tenant may exercise or pursue any other right or remedy it may have under this Lease or applicable law.
- (e) Landlord shall give Tenant written notice and a copy of each and every assignment, transfer, hypothecation or encumbrance of Landlord's interest in this Lease and any instrument relating thereto (including, but not limited to, instruments providing for the payment of Base Rent directly to an assignee or transferee) at least thirty (30) days prior to the effective date thereof.
- (f) Landlord shall not furnish any information concerning Tenant or the subject matter of this Lease (including, but not limited to, offering memoranda, financial statements, economic and demographic information, and legal opinions rendered by the office of counsel for the Tenant) to any person or entity, except with Tenant's prior written consent. Landlord shall indemnify, defend and hold Tenant and its officers, agents and employees harmless from and against all claims and liability alleged to arise from the inaccuracy or incompleteness of any information furnished by Landlord in violation of this Section 32.3.
- (g) The provisions of this Section 32.3 shall be binding upon and applicable to the parties hereto and their respective successors and assigns. Whenever

in this Section Landlord is referred to, such reference shall be deemed to include Landlord's successors or assigns, and all covenants and agreements by or on behalf of Landlord herein shall bind and apply to Landlord's successors and assigns, whether so expressed or not.

32.4 Smoking in County Facilities.

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

33. IRREVOCABLE OFFER

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

34. OPTION TO EXTEND

(a) Option Terms. Provided that no material Default has occurred and is continuing

under the Lease at the time the option is exercised, Tenant shall have one (1) option to renew this Lease for an additional period of twenty-four (24) months each (the "Extension Term").

- (b) Exercise of Option. Tenant must exercise its options to extend this Lease by giving Landlord written notice of its election to do so no later than nine (9) months prior to the end of the initial Term. If Tenant fails to give such written notice to Landlord, Landlord will promptly provide written notice to Tenant that the Term shall not be extended unless Tenant responds within ten (10) business days in writing electing to exercise its respective renewal option, and Tenant shall be granted an additional period of ten (10) business days after receipt of such written notice from Landlord, in which to give Landlord its written notice of its election to exercise such renewal option or election not to exercise such renewal option. Failure by Landlord to provide ten (10) business day written notice to Tenant that the Term shall not be extended unless Tenant responds within ten (10) business days in writing electing to exercise its respective renewal option or Tenant's failure to notify Landlord of its election to exercise such renewal option, after receipt of the ten (10) business day notice, and without any further notice, act, or agreement, this Lease will terminate as of the then-applicable expiration date, and neither Landlord nor Tenant will have any further obligation or liability under this Lease arising or continuing from and after such expiration date, subject, however, to the provisions that expressly survive termination of this Lease.
- (c) Terms and Conditions of Extension Terms. The Extension Terms shall be on all the terms and conditions of this Lease, including Rent stated in (d) below [except that Landlord shall have no additional obligation for free rent, leasehold improvements or for any other tenant inducements for the Extension Terms]. In no event shall Landlord be responsible for payment of any brokerage fees or commissions to any broker or finder retained by Tenant or representing Tenant.
- (d) Base Rent During Extension Term(s). Tenant shall pay Base Rent during the Extension Term as follows:

January 1, 2032 to December 31, 2032 to be \$21,434.23

January 1, 2033 to December 31, 2033 to be \$22,077.14

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

LANDLORD:

OMNIS NETWORK, LLC,
a California limited liability company

By: gary chon
Name: gary chon
Its: member / 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: Roberto Saldaña
Senior Deputy

EXHIBIT A
FLOOR PLAN OF PREMISES

EXHIBIT B

**COMMENCEMENT DATE MEMORANDUM
AND CONFIRMATION OF LEASE TERMS**

Reference is made to that certain Lease Agreement ("Lease") dated _____, 20__, between County of Los Angeles, a body corporate and politic ("Tenant"), and _____, a _____ ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the building located at _____ ("Premises"),

Landlord and Tenant hereby acknowledge as follow:

- 1. Tenant is already occupying the Premises upon the execution of this Lease. ("Possession Date");
- 2. Tenant has accepted possession of the Premises and now occupies the same;
- 3. The Lease commenced on _____ ("Commencement Date");
- 4. The Premises contain _____ rentable square feet of space; and

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

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

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

Tenant:

Landlord:

COUNTY OF LOS ANGELES,
a body corporate and politic

OMNIS NETWORK, LLC,
a California limited liability company

By: _____
Name _____
Its _____

By: _____
Name _____
Its _____

EXHIBIT C

HEATING, VENTILATION AND AIR CONDITIONING

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

EXHIBIT D

CLEANING AND MAINTENANCE SCHEDULE

A. DAILY (Monday through Friday)

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

B. WEEKLY

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

C. MONTHLY

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

21. Carpet professionally spot cleaned as required to remove stains.
22. HVAC chiller water checked for bacteria, water conditioned as necessary.

D. QUARTERLY

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

E. SEMI-ANNUALLY

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

F. ANNUALLY

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

G. AS NEEDED

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

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

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

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

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

H. GENERAL

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

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: _____			
5. Provide the number of all minority employees and women in each category.	Owners, Partners and Associate Partners		Managers		Staff	
	All O,P & AP	Women	All Managers	Women	All Staff	Women
Black/African American						
Hispanic/Latin American						
Asian American						
Portuguese American						
American Indian/Alaskan Native						
All Others						

II. PERCENTAGE OF MINORITY/WOMEN OWNERSHIP IN FIRM

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

2. Total Number of Ownership/Partners, Etc.:			III. MINORITY/WOMEN-OWNED FIRM CERTIFICATION		
3. Provide the percentage of ownership in each	All Employee	Women	Is your firm currently certified as a minority owned business firm by the:		
Black/African American			State of California? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Hispanic/Latin American			City of Los Angeles? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Asian American			Federal Government? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Portuguese American			Section D. OPTION TO PROVIDE REQUESTED INFORMATION		
American Indian/Alaskan Native			<input type="checkbox"/> We do not wish to provide the information required in this form.		
All Others			Firm Name: _____		
			Signature/Title: _____		
			Date: _____		

EXHIBIT H

MEMORANDUM OF LEASE

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

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

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

MEMORANDUM OF LEASE

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

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

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

Dated: _____, 20__.

LANDLORD: _____

By: _____
Its: _____

By: _____
Its: _____

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT
Chief Executive Officer

By: _____
John 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

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	9/4/2024	
BOARD MEETING DATE	9/24/2024	
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)	Fire Department	
SUBJECT	7-year lease renewal for 45,279 square feet of office space and 180 on-site parking spaces at 5815-5823 and 5825-5847 Rickenbacker Road, Commerce, CA 90040	
PROGRAM	Fire Prevention Bureau, the Hazardous Materials Management division, Information Management division, and the headquarters for the Forestry division.	
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:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	The current lease has been on a month-to-month holdover since December 6, 2023 with no holdover fee.	
COST & FUNDING	Total cost: \$10,138,000	Funding source: 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 and life safety services, and is already included in Fire's existing budget.
	TERMS (if applicable): The proposed lease will have first year base rental cost is \$1,250,000, but with a four-month rent abatement of \$417,000 will be approximately \$834,000. The landlord will be responsible for all operating expenses, including janitorial, repair and maintenance to the building. The County will be responsible for electrical costs.	
	Explanation: 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 and life safety services. The proposed lease costs are already included in Fire's existing budget. Fire will not be requesting additional net County cost for this action.	
PURPOSE OF REQUEST	Approval of the recommended actions will authorize and provide continued use of office space for Fire.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The County has leased the subject location since March 1992. The facility adequately meets the office space needs of Fire.	
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"

September 24, 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:

**SEVEN-YEAR LEASE
FIRE DEPARTMENT
5815-5823 AND 5825-5847 RICKENBACKER ROAD, COMMERCE
(FOURTH DISTRICT) (3 VOTES)**

SUBJECT

Approval of a proposed seven-year lease to renew an existing lease to provide the Los Angeles County Fire Department (Fire) continued use of 45,279 square feet of office space and 180 on-site parking spaces for the Fire Prevention Bureau, the Hazardous Materials Management Division, Information Management Division, and as the headquarters for the Forestry Division.

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 renewal with RREEF America REIT II Corp. MMMM 3 California, a Maryland corporation (Landlord), for approximately 45,279 square feet of office space and 180 on-site parking spaces located at 5815-5823 and 5825-5847 Rickenbacker Road, Commerce (Premises) to be occupied by Fire. The estimated maximum first year base rental cost is \$1,250,000, but with a four-month rent abatement of \$417,000 will be approximately \$834,000. The estimated total proposed lease cost, including the rent abatement and electricity costs, is \$10,138,000 over the

seven-year term. 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 and life safety services. The proposed lease costs are already included in Fire's existing budget. Fire 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

Fire has occupied the Premises since March 1992. The Premises serve as administrative offices for the Fire Prevention Bureau, the Hazardous Materials Management Division, Information Management Division, and as the headquarters for the Forestry Division. The lease expired on December 6, 2023, and the County has been on holdover without additional fees.

The Fire Prevention Bureau provides plan check reviews for nearby communities, and the Hazardous Materials Management inspectors report to this location as their home office. This is also the main office for the Information Management Division, which manages all of Fire's information technology, and is the headquarters for the Forestry division, which oversees containment of wildfires.

The proposed Premises houses a total of 203 employees using 147 workstations and 58 offices that serve the public as well as internal clients providing consultation and direct support to all 4,900 employees of Fire and to all 261 department sites. Due to varying in-person services to the public and to its entire department, there are no immediate plans for extensive teleworking.

The proposed lease will enable Fire to remain and serve Los Angeles County, avoid relocation costs, and interruption of services. The proposed Premises is centrally located and is near public bus transportation routes.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan North Star 3 – *“Realize Tomorrow’s Government Today”* – ensures we provide an increasingly dynamic and complex environment, challenges collective abilities to respond to public needs and expectations. LA County is an innovative, flexible, effective, and transparent partner focused on advancing the common good & being fiscally responsible.

The proposed lease is also consistent with the Strategic Asset Management Goal – Maximize use of county space and achieve cost savings and Key Objective No. 1 – Maintain Asset Inventory.

The proposed lease supports the above goals and objective by providing Fire with continued use of existing office space for administrative functions and direct service to the public.

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

FISCAL IMPACT/FINANCING

The estimated maximum first year base rental cost is \$1,250,000, but with a four-month rent abatement of \$417,000 will be approximately \$834,000, which includes parking at no additional cost. The aggregate cost associated with the proposed lease over the entire seven-year term, including rent abatement and electricity costs is \$10,138,000 as shown on 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 and life safety services. The proposed lease costs are included in Fire's existing budget. Fire will not be requesting additional net County cost for this action.

Sufficient funding to cover the proposed rent for the first year of the proposed lease is included in the Fiscal Year 2024-25 Rent Expense budget and will be billed back to Fire. Fire has sufficient funding in its Fiscal Year 2024-25 Operating Budget to cover the proposed rent and electrical cost for the first year. Future funding for the costs associated with the proposed lease will be addressed through the annual budget process for Fire, if necessary.

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 \$28.29 per square foot, per year to \$27.60 per square foot, per year. Base rent is subject to annual increases based on the fixed annual increases of 3 percent.
- The Landlord has agreed to four months of rent abatement.
- The Landlord, at its sole cost, will upgrade to LED lighting, paint and carpet, and other minor improvements to refresh the proposed Premises.

- The Landlord is responsible for the operating and maintenance costs of the building, and the County is responsible for electrical costs. The County is not subject to the building's operating expense increases.
- There are 180 on-site parking spaces included in the base rent at no additional cost.
- A comparison of the existing lease and the proposed lease is shown in Enclosure B-2.
- A seven-year initial term with no options to extend.
- The County has the right to terminate the proposed lease early any time after five 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 holdover period will be at the base rent at the time of the lease expiration.
- The proposed lease will be effective and commence upon the first day of the month following approval by the Board and full execution of the proposed lease.

The Chief Executive Office conducted a market search of available office space for lease but was unable to identify any sites that could accommodate this requirement more economically. Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$27.60 and \$31.20 per square foot, per year. The base annual rental rate of \$27.60 per square foot, per year for the proposed lease represents a rate that is on the low end of the market range for the area. Further, relocation to a new building would require costly new tenant improvements and disrupt services. We recommend the proposed Premises as the most suitable to meet the County's space requirements.

Co-working space is not suitable for this requirement due to the nature of the services provided. Fire provides direct service to the public and stores confidential documents.

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

County Counsel has reviewed the proposed lease and approved it as to form. The proposed lease is authorized by Government Code Section 25351, which allows the

County to enter into leases and agreements for the leasing of buildings, as necessary, to carry out the work of the county government.

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

ENVIRONMENTAL DOCUMENTATION

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

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

Respectfully submitted,

FESIA A. DAVENPORT
Chief Executive Officer

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

Enclosures

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

FIRE DEPARTMENT
5815-5823 and 5825-5847 Rickenbacker Road, Commerce

Asset Management Principles Compliance Form¹

1. <u>Occupancy</u>		Yes	No	N/A
A	Does lease consolidate administrative functions? ²			X
B	Does lease co-locate with other functions to better serve clients? ²			X
C	Does this lease centralize business support functions? ²			X
D	Does this lease meet the guideline of 200 sq. ft. of space per person? ² Based on 203 employees, there is 223 sq. ft. of space per person due to public lobbies, data and conference rooms and storage areas.		X	
E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? ² 180 parking spots is a ratio of 3.98/1,000.		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 No, this is a multi-tenant business park		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. ___ No suitable County occupied properties in project area.			
	3. <u>X</u> No County-owned facilities available for the project.			
	4. <u>X</u> Could not get City clearance or approval.			
	5. ___ The Program is being co-located.			
E	Is lease a full-service lease? ² The County pays for electricity.		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

5815-5823 and 5825-5847 Rickenbacker Road, Commerce

Fire Department

Basic Lease Assumptions

Leased Area (sq.ft.)

	Monthly	Annual
Rent (per sq. ft.)	\$2.30	\$27.60
Term (Months)	84	
Annual Rent Adjustment	3%	

	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year	6 th Year	7 th Year	Total 7 Year Rental Costs
Annual Base Rent Costs ⁽¹⁾	\$1,249,700	\$1,287,191	\$1,325,807	\$1,365,581	\$1,406,549	\$1,448,745	\$1,492,208	\$9,576,000
Rent Abatement ⁽²⁾	\$416,567							(\$417,000)
Total Base Rent Paid to Landlord	\$833,134	\$1,287,191	\$1,325,807	\$1,365,581	\$1,406,549	\$1,448,745	\$1,492,208	\$9,160,000
Electricity Costs ⁽³⁾	\$139,700	\$139,700	\$139,700	\$139,700	\$139,700	\$139,700	\$139,700	\$978,000
Total Annual Lease Costs	\$972,834	\$1,426,891	\$1,465,507	\$1,505,281	\$1,546,249	\$1,588,445	\$1,631,908	\$10,138,000

Footnotes

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

⁽²⁾ Rent shall be abated for months 1-4.

⁽³⁾ County is responsible for electricity costs. The electricity costs show above is based upon usage from May 2023 through May 2024. This is an estimation and subject to change.

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

COMPARISON OF THE PROPOSED LEASE TO EXISTING LEASE*

	Existing Lease: 5815-5823 and 5825-5847 Rickenbacker Road, Commerce	Proposed Lease: 5815-5823 and 5825-5847 Rickenbacker Road, Commerce	Change
Area (Square Feet)	45,279 sq. ft.	45,279 sq. ft.	None
Term (years)	7 years	7 years	None
Annual Base Rent (Base rent includes 180 parking spaces)	\$1,281,000	\$1,250,000 ⁽¹⁾	-\$31,000 annually
Rent Abatement	\$0	\$417,000	-\$417,000
Total Annual Lease Costs payable to Landlord	\$1,281,000	\$834,000 ⁽¹⁾	-\$447,000 for the first year
Rental rate adjustment	Annual CPI adjustments capped at 5 percent	Fixed annual increases of 3 percent.	Fixed annual increases of 3 percent.

*All numbers rounded up

⁽¹⁾ First year only

**FIRE DEPARTMENT
5815-5823 AND 5825-5847 RICKENBACKER ROAD, COMMERCE
SPACE SEARCH – 5 MILE RADIUS**

LACO	Name	Address	Ownership Type	Gross Sq Ft	Vacant
A133	Child Support Services – Division II Headquarters	5770 South Eastern Avenue, Commerce 90040	Leased	84,477	None
A332	Child Support Services – Training/IT Division	5500 South Eastern Avenue, Commerce 90040	Leased	39,991	None
A570	Health Services/ Administrative	5701 South Eastern Avenue, Commerce 90040	Leased	40,539	None
6578	DPSS – Metro East AP District Office	2855 East Olympic Boulevard, Los Angeles 90023	Owned	63,066	None
A015	DCFS/LASD/Fire/Ops/ISD Corporate Place	2525 Corporate Place, Monterey Park 91754	Leased	40,483	None
A157	DCFS – Belvedere (SPA 7)	5835 South Eastern Avenue, Commerce 90040	Leased	38,814	None
B460	DPSS – Gain Program Region VI Office	5460 Bandini Boulevard, Bell 90201	Leased	31,400	None
5428	DPSS – Belvedere AP District Office	5445 East Whittier Boulevard, East Los Angeles 90022	Owned	70,493	None

FACILITY LOCATION POLICY ANALYSIS

Proposed lease: Lease for the Department of Fire – 5815-5823 and 5825-5847 Rickenbacker Road, Commerce – 4th District.

A. Establish Service Function Category – Administrative functions and direct service for the Fire Prevention Bureau, the Hazardous Materials Management dDivision, Information Management dDivision, and as the headquarters for Forestry dDivision.

B. Determination of the Service Area – The existing office space has been occupied since 1992. The proposed lease renewal will provide Fire with continued use of 45,279 square feet of office space and 180 on-site parking spaces.

C. Apply Location Selection Criteria to Service Area Data

- Need for proximity to service area and population: This location meets the needs of Fire and remains in an appropriate area.
- Need for proximity to existing County facilities: N/A
- Need for proximity to Los Angeles Civic Center: N/A
- Economic Development Potential: N/A
- Proximity to public transportation: The location is adequately served by local transit services, i.e., bus transportation.
- Availability of affordable housing for County employees: The surrounding area provides for affordable housing and rental opportunities.
- Use of historic buildings: N/A
- Availability and compatibility of existing buildings: There are no alternative existing County buildings available to meet all of the Fire's needs.
- Compatibility with local land use plans: The City of Commerce has been notified of the proposed County use which is consistent with its use and zoning for office space at this location.
- Estimated acquisition/construction and ongoing operational costs: The aggregate cost associated with the proposed lease over the entire term is \$10,138,000.

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 \$27.60 and \$31.20 per square foot, per year. The base annual rental rate of \$27.60 per square foot, per year for the proposed lease renewal represents a rate that is on the low end of the market range for the area. Further, relocation to a new building would require costly new tenant improvements and disrupt services. We recommend the proposed Premises as the most suitable to meet the County's space requirements.

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

The proposed lease will provide adequate and efficient office space for 203 employees consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012.

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

**COUNTY OF LOS ANGELES - Tenant
RREEF AMERICA REIT II CORP MMMM 3 CALIFORNIA – Landlord**

**5815-5823 AND 5825-5847 RICKENBACKER ROAD
COMMERCE, CALIFORNIA**

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EXHIBITS

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

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is entered into as of the _____ day of _____, 2024 between RREEF AMERICA REIT II CORP MMMM 3 CALIFORNIA, a Maryland corporation ("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:

<p>(a) Landlord's Address for Notices:</p>	<p>c/o DWS RREEF Management LLC 535 Anton Boulevard, Suite 200 Costa Mesa, California 92626</p> <p>With a copy to:</p> <p>Transwestern Commercial Services Attention: Harris Business Center Property Manager 601 South Figueroa Street, Suite 3650 Los Angeles, California 90017</p>
<p>(b) Tenant's Address for Notices:</p>	<p>County of Los Angeles Chief Executive Office - Real Estate Division 320 West Temple Street, 7th Floor Los Angeles, CA 90012 Attention: Director of Real Estate</p> <p>With a copy to:</p> <p>County of Los Angeles Office of the County Counsel 648 Kenneth Hahn Hall of Administration 500 West Temple Street, Suite 648 Los Angeles, CA 90012-2713 Attention: Property Division</p>
<p>(c) Premises:</p>	<p>Approximately 45,279 rentable square feet, in the Buildings (defined below), as shown on <u>Exhibit A</u> attached hereto.</p>

(d) Building:	<p>The Buildings located at 5815- 5823 (Building 1) and 5825-5847 (Building 2) Rickenbacker Road, Commerce, California, which is currently assessed by the County Assessor as APN 6332-012-013 (collectively, the "Property");</p> <p>Unless otherwise expressly designated, all references in this Lease to the "Building" and/or "Buildings" shall mean and refer to both buildings, as applicable, unless such reference would be illogical or inconsistent with the provisions of this Lease.</p>
(e) Term:	Seven years, commencing on the "Commencement Date", and terminating at midnight on the day before the seventh annual anniversary of the Commencement Date (the "Termination Date"), subject to earlier termination by Tenant as provided herein.
(f) Estimated Commencement Date:	N/A
(g) Irrevocable Offer Expiration Date: (see Section 33)	N/A
(h) Base Rent:	<p>\$104,141.70* (i.e., \$2.30 per rentable square foot per month)</p> <p>\$ 1,249,700.40 per year (i.e., \$27.60 per rentable square foot per year)</p> <p>*Base rent shall be abated for months one through four following the Commencement Date.</p> <p>Base rent is subject to 3% annual increases on each anniversary of the Commencement Date as forth in Section 5.2.</p>
(i) Early Termination (see Section 4.4)	Any time after five years upon one hundred eighty (180) days' prior written notice to Landlord
(j) Rentable Square Feet in the Premises:	45,279 rentable square feet, comprised of 21,432 in Building 1 and 23,847 in Building 2.
(k) Initial Departmental Use:	General office use for the Fire Department, subject to Section 6.

(l) Parking Spaces:	<u>180</u> exclusive unreserved spaces
(m) Tenant's Hours of Operation:	7:00 a.m. to 7:00 p.m. Monday through Friday, and 9:00 a.m. to 2:00 p.m. on Saturday, except on holidays recognized by the County of Los Angeles
(n) Asbestos Report:	A report dated August 14, 2023 prepared by Chubb Global Risk Advisors.
(o) Seismic Report	A report dated June 30, 2016 prepared by the Department of Public Works.
(p) Disabled Access Survey	A report dated August 23, 2023 prepared by Marx/Okubo Associates, Inc.

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

Landlord and Tenant agree that the Premises shall be deemed to contain the number of rentable square feet set forth in in 1.1(j) above, and shall not be subject to re-measurement during the Term of this Lease.

3. **COMMON AREAS**

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

4. **COMMENCEMENT AND EXPIRATION DATES**

4.1 Term

The term of this Lease shall be for a period of seven years, commencing on the first day of the month following approval of this Lease by the Board of Supervisors and full execution of the Lease by both parties, and ending 84 months thereafter.

4.2 Early Termination

Tenant shall have the right to terminate this Lease at any time after the Early Termination date specified in Section 1.1(i), 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.

4.3 Lease Expiration Notice

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

5. **RENT**

5.1 Base Rent

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

5.2 Base Rent Adjustment

From and after the first Anniversary of the Commencement Date, on the first day of the first full calendar month thereafter (the "Adjustment Date") and on every anniversary of the Adjustment Date thereafter, Base Rent shall be increased by three percent (3%) of the Base Rent payable in the immediately preceding month.

6. **USES**

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

7. **HOLDOVER**

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

under this Lease, plus any other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease.

8. COMPLIANCE WITH LAW

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

9. DAMAGE OR DESTRUCTION

9.1 Damage

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

9.2 Tenant Termination Right

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

9.3 Damage In Last Year

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

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

9.4 Default By Landlord

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

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

10. REPAIRS AND MAINTENANCE

10.1 Landlord Representations

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

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

(c) CASp Inspection:

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

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

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

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

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

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

10.2 Landlord Obligations

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

viii. Light fixtures, bulbs, tubes and ballasts.

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

10.3 Tenant Obligations

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

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

10.4 Tenant's Right to Repair

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

(b) Notwithstanding any provisions of this Lease to the contrary, Tenant, acting through the Chief Executive Office, may request that Landlord perform, supply and administer repairs, maintenance, building

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

11. **SERVICES AND UTILITIES**

11.1 Services

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

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

(b) Electricity

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

(c) Elevators

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

(d) Water

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

(e) Janitorial

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

(f) Access

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

(g) Pest Control

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

11.2 Utilities

Landlord agrees to pay, at its sole cost, when due, all charges for the use of the sewer, effluent treatment (when and if imposed by any governmental authority), all water, sprinkler standby charges, gas, heating and common area power and lighting, trash removal service, fire/life safety systems, charges associated with the HVAC, and other utility rents and charges, except electricity, accruing or payable in connection with the Premises and the Common Areas during the Term of this Lease or any renewal, extension, or holdover thereof, whether the same are prorated or measured by separate meters. In the event Landlord fails or refuses to pay any or all of such charges when due, Tenant may give Landlord ten (10) calendar days prior written notice and thereafter pay directly such charges and deduct the payments from the next installments of rent due as a charge against the Landlord.

12. TAXES

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

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

13. LANDLORD ACCESS

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

14. **TENANT DEFAULT**

14.1 Default

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

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

14.2 Termination

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

14.3 No Effect on Indemnity

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

15. **LANDLORD DEFAULT**

15.1 Remedies

In addition to the provisions for Landlord's default provided by Sections 9.4, 10.4, 19, 21.2 and 32.3, Landlord shall be in default ("Landlord Default") in the performance of any obligation required to be performed by Landlord under this Lease if Landlord has failed to perform such obligation within thirty (30) 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 thirty (30) 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.

15.4 Limitation on Liability.

The liability of Landlord to Tenant for any default by Landlord under this Lease or arising in connection herewith or with Landlord's operation, management, leasing, repair, renovation, alteration or any other matter relating to the Property or the Premises shall be limited solely and exclusively to the equity interest of Landlord in the Property, plus all rents, incomes, awards and proceeds derived therefrom. Such limitation of liability shall inure to the benefit of Landlord's present and future partners, beneficiaries, officers, directors, trustees, shareholders, agents and employees, and their respective partners, heirs, successors and assigns. Under no circumstances shall any present or future partner of Landlord (if Landlord is a partnership), or trustee or beneficiary (if Landlord or any partner of Landlord is a trust), have any liability for the performance of Landlord's obligations under this Lease. Notwithstanding any contrary provision herein, Landlord shall not be liable under any circumstances for consequential or special damages, including any injury or damage to, or interference with, Tenant's business, including but not limited to, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring.

16. ASSIGNMENT AND SUBLETTING

16.1 Assignment and Subletting

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

consent; provided, however, no such assignment, subletting or other transfer shall relieve Tenant of any liability under this Lease unless Landlord has given its written consent thereto, which Landlord shall not unreasonably withhold if the assignee has a financial condition which is reasonably sufficient for it to be responsible for all future obligations under this Lease.

16.2 Sale

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

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

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

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

17. **ALTERATIONS AND ADDITIONS**

17.1 Landlord Consent

Tenant shall not make any structural alterations, improvements, additions, or utility installations in or about the Premises (collectively, "Alterations") without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. If Landlord fails to respond in writing within thirty

(30) days after Tenant's request, then Landlord shall be deemed to have approved the requested Alterations. However, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria:

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

17.2 End of Term

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

18. CONDEMNATION

18.1 Controlling Terms

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

18.2 Total Taking

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

18.3 Partial Taking

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

Date of Taking if the Date of Taking falls on a date before the termination date designated by Tenant. If Tenant does not so notify Landlord within thirty (30) days after the Determination Date, all obligations of Tenant under this Lease shall remain in effect, except that Base Rent shall be equitably abated in proportion to the degree to which Tenant's use of the Premises and the Common Areas is impaired by such Condemnation.

18.4 Restoration

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

18.5 Award

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

18.6 Waiver of Statute

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

19. INDEMNIFICATION

19.1 Landlord's Indemnity

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

19.2 Tenant's Indemnity

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

other acts and omissions arising from and/or relating to the Tenant's use of the Premises.

20. **INSURANCE**

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

20.1 Waiver

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

20.2 General Insurance Provisions – Landlord Requirements

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

(a) Evidence of Coverage and Notice to Tenant

- i. Certificate(s) of insurance coverage ("Certificate") satisfactory to Tenant, and a copy of an Additional Insured endorsement confirming that Tenant and its Agents (defined below) has been given insured status under the Landlord's General Liability policy, shall be delivered to Tenant at the address shown below and provided prior to the start day of this Lease.
- ii. Upon request by Tenant, but in no event more than annually, Renewal Certificates shall be provided to Tenant not less than 10 days prior to Landlord's policy expiration dates. The Tenant reserves the right, upon written request to Landlord, to obtain certificates of insurance for any required Landlord insurance policies at any time.
- iii. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Lease by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Landlord identified in this Lease. Certificates shall provide the full name of each insurer providing coverage, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding twenty-five thousand (\$25,000.00) dollars, and list any Tenant-required endorsement forms.
- iv. Neither the Tenant's failure to obtain, nor the Tenant's receipt of, or failure to object to a non-complying insurance certificate or

endorsement, or any other insurance documentation or information provided by the Landlord, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

- v. Certificates and copies of any required endorsements, and/or notices of cancellation shall be delivered to:

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

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

- (b) Additional Insured Status and Scope of Coverage

The Tenant, which is the County of Los Angeles, shall be provided additional insured status as their interest may appear under Landlord's General Liability policy with respect to liability arising from or connected with the Landlord's acts, errors, and omissions arising from and/or relating to the Landlord's operations on and/or its ownership of the premises. Tenant's additional insured status shall apply with respect to liability and defense of suits arising out of the Landlord's acts or omissions, whether such liability is attributable to the Landlord or to the Tenant. The full policy limits and scope of protection also shall apply to the Tenant as an additional insured, even if they exceed the Tenant's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

- (c) Cancellation of or Changes in Insurance

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

(d) Failure to Maintain Insurance

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

(e) Insurer Financial Ratings

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

(f) Primary and Non-Contributory Insurance

Landlord's insurance policies, with respect to any claims related to this Lease, shall be primary with respect to the Common Areas, only. Any such Landlord maintained insurance or self-insurance coverage shall be in excess of and not contribute to any applicable Tenant coverage.

(g) Waiver of Subrogation

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

(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.

(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.

20.3 Insurance Coverage Types And Limits

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

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

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

ii. Commercial Property Insurance. Such insurance shall:

Provide coverage for Tenant's personal property (excluding any tenant improvements permanently affixed to the Building);

Be written for the full replacement cost of the applicable items, with a commercially reasonable deductible. Insurance proceeds shall be payable to the Tenant and Landlord, as their interests may appear.

Tenant, at its sole option, may satisfy all or any part of the insurance requirements under clauses (i) and (ii) hereinabove 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.

Tenant's insurance policies, with respect to any claims related to this Lease, shall be primary (1) with respect to Tenant's personal property, and (2) except for the negligence or willful misconduct of Landlord in the Premises, the Premises. Any such Tenant maintained insurance or self-insurance coverage shall be in excess of and not contribute to any applicable Landlord coverage.

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 the Building (including any tenant improvements permanently affixed to the Building), but excluding the personal property items required to be insured by Tenant under Section 20.3(ii) above; 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 Building (including any tenant improvements permanently affixed to the Building), but excluding the personal property items required to be insured by Tenant under Section 20.3(ii) above, with a commercially reasonable deductible. Insurance proceeds shall be payable to the Landlord and Tenant, as their interests may appear.

21. **PARKING**

21.1 Tenant's Rights

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

21.2 Remedies

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

- (a) terminate this Lease by giving written notice of such termination to Landlord, which notice shall be effective thirty (30) days thereafter, or

- (b) deduct from the Base Rent thereafter accruing hereunder an amount each month equal to the Base Rent times the percentage of parking spaces not so provided times the number 1.5, but such deduction from Base Rent shall be not less than ten percent (10%) nor more than one hundred percent (100%) of the Base Rent.

22. ENVIRONMENTAL MATTERS

22.1 Hazardous Materials

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

22.2 Landlord Indemnity

Landlord shall indemnify, protect, defend (by counsel acceptable to Tenant) and hold harmless Tenant from and against any and all claims, judgments, causes of action, damage, penalties, fines, taxes, costs, liabilities, losses and expenses arising at any time during or after the Term as a result (directly or indirectly) of, or in connection with, the presence of Hazardous Materials on, under or about the Premises, Building or Common Areas or other violation of laws relating to Hazardous Materials other than those caused by Tenant. This indemnity shall include, without limitation, the cost of any required or necessary repair, cleanup or detoxification, and the preparation and implementation of any closure, monitoring or other required plans, as such action is required by local or state laws or any governmental agency. Landlord shall promptly deliver to Tenant a copy of any notice received from any governmental agency during the Term of this Lease

concerning the presence of Hazardous Materials in the Building or the Premises. Landlord's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Lease. A default by Landlord under this Section shall constitute a material default under this Lease.

23. ESTOPPEL CERTIFICATES

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

24. TENANT IMPROVEMENTS

24.1 Landlord Obligations and Construction Schedule

Landlord, at Landlord's sole cost and expense, shall perform the work to the Premises listed in Exhibit I to this Lease ("Tenant Improvements and Deferred Maintenance") to Tenant's satisfaction. Landlord shall complete the Tenant Improvements and Deferred Maintenance in accordance with the construction schedule listed in Exhibit I ("Construction Schedule").

24.2 Code Compliance

The Premises shall meet all applicable City, County, State and Federal building codes, regulations and ordinances required for beneficial occupancy. **Without limiting the generality of the foregoing, construction of the Tenant Improvements shall comply with all applicable laws and regulations, including but not limited to the provisions of the California Labor Code relating to the payment of prevailing wages on public works projects, unless the work is otherwise exempt therefrom pursuant to the California Labor Code. Under the provisions of the Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly wage rate and details pertinent thereto for each craft, classification, or type of workman or mechanic needed for the construction of the tenant improvements. Particulars of the current prevailing wage scale, as approved by the Board of Supervisors, which are applicable to the work, are filed with the Clerk of the Board of Supervisors and must be posted at the site.** Any work, including construction, that Landlord must undertake to obtain the necessary jurisdictional approvals for occupancy shall be at Landlord's sole cost and expense. Any work undertaken to meet applicable code requirements necessitated by Tenant's special requirements shall be at Landlord's sole cost and expense.

24.3 Completion

All work related to the Tenant Improvements shall be performed during non-business hours of Tenant. To the extent that such work cannot be completed during non-business hours, Landlord shall use its best efforts to perform the work in a manner so as to minimize any disruption of Tenant's use of the Premises.

24.4 Delay.

Completion may be delayed by:

- a. Acts or omissions of Tenant or its employees or agents (including any change orders requested by Tenant), or
- b. Any act of God which Landlord could not have reasonably foreseen and provided for, or
- c. Any strikes, boycotts or like obstructive acts by employees or labor organizations which Landlord cannot overcome with reasonable effort and which Landlord could not have reasonably foreseen and provided for, or
- d. Any war or declaration of a state of national emergency, or
- e. The imposition by government action or authority of restrictions upon the procurement of labor or materials necessary for the completion of the tenant improvements.

24.5 Change Requests

All Tenant-initiated and approved change requests shall not exceed a total cost of Five Thousand Dollars (\$5,000), and Landlord shall not be required to accept any particular change request if the total cost of prior Tenant-initiated change requests exceeds Five Thousand Dollars (\$5,000). The Chief Executive Officer or his/her designee is hereby authorized to approve change requests on behalf of Tenant. Tenant shall pay for change request costs in a lump sum. Landlord, or Landlord's contractor, shall submit to the Chief Executive Officer or his/her designee with each change request (a) the specific cost of the requested change; (b) the cumulative net total cost of all change requests previously approved; and (c) an estimate of the number of days by which construction time will be increased or shortened if the change request is approved. Each change request must be signed and dated by the Chief Executive Officer or his/her designee in order to be considered approved. Tenant shall have the right to audit the cost of the changes at any time after the Commencement Date. If Tenant requests a rent reduction due to its audit of these costs, Tenant shall provide Landlord with a copy of the audit summary as part of its request.

24.6 Construction

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

a. Notice of Nonresponsibility. Landlord and its contractors and subcontractors shall cooperate with Tenant in posting a notice or notices of nonresponsibility by Tenant in compliance with California Civil Code Section 8444.

b. Warranties. Landlord warrants that the Tenant Improvements shall be free from any defects in workmanship and materials for a period of not less than two (2) years from the date of Substantial Completion. Landlord shall require each contractor and subcontractor to provide warranties of like duration in all construction contracts relating to the Tenant Improvements and, upon Tenant's request, Landlord shall assign to Tenant any such warranties

relating to the Tenant Improvements. Patent defects in the Tenant Improvements shall be brought to Landlord's attention promptly. Latent or hidden defects in the Tenant Improvements shall be brought to Landlord's attention promptly upon Tenant's becoming aware of such defects. Landlord, at Landlord's sole cost and expense, shall promptly cause such defects to be repaired following receipt of notice thereof, and Tenant shall have the same rights with respect thereto as set forth herein for all other punch-list items.

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

25. LIENS

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

26. SUBORDINATION AND MORTGAGES

26.1 Subordination and Non-Disturbance

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

26.2 Existing Deeds of Trust

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

26.3 Notice of Default

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

27. SURRENDER OF POSSESSION

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

28. SIGNAGE

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

29. QUIET ENJOYMENT

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

30. GENERAL

30.1 Headings

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

30.2 Successors and Assigns

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

30.3 Brokers

Landlord represents and warrants 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, except CBRE, Inc. (Tom Sheets and Quint Carroll). Tenant represents and warrants that it has not engaged any broker, finder, or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this lease, other than CBRE Inc., (Tim Vaughn). Each party shall indemnify and hold harmless each other against any loss, cost, liability or expense incurred by the other party as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made in variance with this representation. Landlord shall be solely responsible for the payment of a brokerage commission to CBRE, Inc. in connection with the leasing to the County of Los Angeles pursuant to a separate agreement.

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) 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.

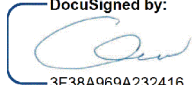
32.4 Smoking in County Facilities.

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.)

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

LANDLORD:

RREEF AMERICA REIT II CORP
MMMM 3 CALIFORNIA, a Maryland corporation

DocuSigned by:

By: _____ 5/22/2024
3F38A969A232416...
Name: David McDonnell
Its: Authorized Signatory

DocuSigned by:

By: _____ /18/2024
B6522C4CE1DB47F...
Name: Stephen George
Its: Authorized Signatory

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
Roberto Saldana
2024.07.22
15:09:26 -07'00'

EXHIBIT A
FLOOR PLAN OF PREMISES

EXHIBIT B

**COMMENCEMENT DATE MEMORANDUM
AND CONFIRMATION OF LEASE TERMS**

Reference is made to that certain Lease Agreement ("Lease") dated _____, 2024, between County of Los Angeles, a body corporate and politic ("Tenant"), and RREEF America Reit II Corp MMMM 3 California, a Maryland corporation ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the buildings located at 5815- 5823 and 5825- 5847 Rickenbacker Road, Commerce ("Premises"),

Landlord and Tenant hereby acknowledge as follow:

- 1) Tenant currently occupies the Premises;
- 2) The Lease commenced on _____ 2024 ("Commencement Date");
- 3) The Premises contain 45,279 rentable square feet of space; and
- 4) Base rent is \$104,141.70 for months five through twelve of the first year and is subject to 3% percent adjustments thereafter pursuant to Section 5.2 of the Lease. Base rent shall be abated for months one through four following the Commencement Date.

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

Tenant:

Landlord:

COUNTY OF LOS ANGELES,
a body corporate and politic

RREEF AMERICA REIT II CORP MMMM 3
CALIFORNIA, a Maryland corporation

By:

By:

Name Joyce Chang
Its Senior Manager
Real Estate Division

Name David McDonnell
Its Authorized Signatory

By: -----

Name: Stephen George
Its: Authorized Signatory

EXHIBIT C

HEATING, VENTILATION AND AIR CONDITIONING

Landlord shall supply cooling, ventilating and heating with capacity to produce the following results effective during Tenant's Hours of Operation established by the Lease and within tolerances normal in comparable office buildings; maintenance of inside space conditions of not greater than 78 degrees Fahrenheit when the outside air temperature is not more than 93 degrees Fahrenheit dry bulb and 70 degrees Fahrenheit wet bulb, and not less than 70 degrees Fahrenheit when the outside air temperature is not lower than 42 degrees Fahrenheit dry bulb. Interior space is designated at a rate of one zone for approximately each 1,000 square feet and one diffuser for each 300 square feet of usable/net square footage within the Premises. If energy requirements prohibit Landlord from complying with these requirements, Tenant shall not unreasonably withhold its consent to temporary waivers or modifications.

EXHIBIT D

CLEANING AND MAINTENANCE SCHEDULE

A. DAILY (Monday through Friday)

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

B. WEEKLY

15. Low-reach areas, chair rungs, baseboards and insides of door jambs dusted.
16. Window sills, ledges and wood paneling and molding dusted.
17. Bulb and tube replacements, as required.

C. MONTHLY

18. Light fixtures cleaned and dusted, but not less frequently than Quarterly.
19. Floors washed and waxed in uncarpeted office area.
20. High-reach areas, door frames and tops of partitions dusted.

21. Upholstered furniture vacuumed, plastic and leather furniture wiped
22. Picture moldings and frames dusted.
23. Wall vents and ceiling vents vacuumed.
24. Carpet professionally spot cleaned as required to remove stains.
25. HVAC chiller water checked for bacteria, water conditioned as necessary.

D. QUARTERLY

26. Wood furniture polished.
27. Draperies or mini-blinds cleaned as required, but not less frequently than quarterly.
28. HVAC units serviced for preventative maintenance purposes, all filters changed.
29. Door preventive maintenance, adjust and lube.

E. SEMI-ANNUALLY

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

F. ANNUALLY

33. 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.
34. Bathroom and any other ceramic tile surfaces professionally cleaned using a hand scrub process. All grout and porous surfaces resealed with a professional grade sealant.
35. Carpet to be cleaned using non-detergent, low moisture, soil encapsulation system as recommended by the carpet manufacturer. Notwithstanding the foregoing lessor's responsibility for annual carpet cleaning, Lessee may upon its sole discretion and at its sole cost and expense, clean the carpets pursuant to the following schedule: (i) heavy traffic areas- minimum frequency of bi-monthly (six times per year); (ii) moderate cleaned as needed with a minimum of once every six months (two times a year); and (iii) clean light traffic areas a minimum of once per year. Landlord agrees that bonnet cleaning is not an acceptable method of cleaning carpets.
36. Touch-up paint all interior painted surfaces in a color and finish to match existing.

G. AS NEEDED

37. Premises and the sidewalks, driveways, parking areas and all means of access and egress for the Premises should be maintained in good repair, and in clean and safe condition at all times.
38. 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.
39. Interior and exterior pest control inspections and remediation frequency is to be determined by a licensed exterminator.
38. All walls repainted and wall coverings replaced throughout the Premises. The paint finish should be eggshell or semi-gloss as directed by Tenant and in a color acceptable to Tenant. In no event will Landlord be required to repaint or replace wall coverings more than one (1) time in a five (5) year period (the "Occurrence") except for touch-up paint as provided in Paragraph 6.C. of this Exhibit E. The initial tenant improvements completed prior to Tenant's occupancy or as a condition to the renewal of the Lease shall not constitute an Occurrence for the purpose of determining the frequency of this work.
39. All HVAC ducts cleaned as needed, but no less than every five (5) years.

H. GENERAL

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

EXHIBIT E

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

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

County of Los Angeles)	
Chief Executive Office)	
Real Estate Division)	
320 W. Temple Street, 7th Floor)	
Los Angeles, California 90012)	Space above for Recorder's Use

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

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

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

Factual Background

- A. Borrower owns certain real property more particularly described in the attached Exhibit A. The term "Property" herein means that real property together with all improvements (the "Improvements") located on it.
- B. Lender has made or agreed to make a loan to Borrower. The Loan is or will be secured by a deed of trust or mortgage encumbering the Property (the "Deed of Trust").
- C. Tenant and Borrower (as "Landlord") entered into a lease dated _____ (the "Lease") under which Borrower leased to Tenant a portion of the Improvements located within the Property and more particularly described in the Lease (the "Premises").
- D. Tenant is willing to agree to subordinate certain of Tenant's rights under the Lease to the lien of the Deed of Trust and to attorn to Lender on the terms and conditions of this Agreement. Tenant is willing to agree to such subordination and attornment and other conditions, provided that Lender agrees to a non-disturbance provision, all as set forth more fully below.

Agreement

Therefore, the parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

To Lender: _____

To Borrower: _____

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

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

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

By: _____
Name: _____
Title: _____

BORROWER: *[Insert name of Landlord]*

By: _____
Name: _____
Title: _____

LENDER: *[Insert name of Lender],*

By: _____
Name: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION

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: _____				
5. Provide the number of all minority employees and women in each category.	Owners, Partners and Associate Partners		Managers		Staff	
	All O,P & AP	Women	All Managers	Women	All Staff	Women
Black/African American						
Hispanic/Latin American						
Asian American						
Portuguese American						
American Indian/Alaskan Native						
All Others						

II. PERCENTAGE OF MINORITY/WOMEN OWNERSHIP IN FIRM

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

2. Total Number of Ownership/Partners, Etc.: _____			III. MINORITY/WOMEN-OWNED FIRM CERTIFICATION		
3. Provide the percentage of ownership in each	All Employee	Women	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 Federal Government? <input type="checkbox"/> Yes <input type="checkbox"/> No		
	Black/African American				
	Hispanic/Latin American				
	Asian American				
	Portuguese American				
	American Indian/Alaskan Native				
	All Others				
Section D. OPTION TO PROVIDE REQUESTED INFORMATION					
<input type="checkbox"/> We do not wish to provide the information required in this form. Firm Name: _____					

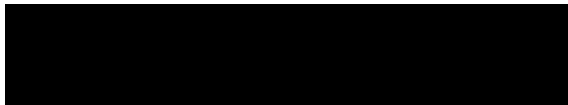
	Signature/Title: _____
	Date: _____

EXHIBIT H

MEMORANDUM OF LEASE

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

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

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

MEMORANDUM OF LEASE

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

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

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

Dated: _____, 20__.

LANDLORD:

By: _____
Its: _____

By: _____
Its: _____

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT
Chief Executive Officer

By: _____
John T. Cooke
Assistant Chief Executive Officer

ATTEST:

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

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
Interim County Counsel

By: _____
Senior Deputy

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 I

LANDLORD'S WORK

5815-5823 Rickenbacker Road:

Maintenance Items:

Kitchen sinks in multiple areas have leaks and clogging issues. Repair or replace as needed.

Wallcoverings peeling off in various locations.

Flushing issues in multiple toilets and odor.

Bugs from HVAC ducting falling on desks. Clean, repair or replace ducting as needed to resolve.

All departments report HVAC balancing issues and inconsistent conditions. Redistribute HVAC ducting as needed to resolve.

Roof or HVAC leaks in various locations.

Power issue in Information Management Division. Upgrade as needed.

Rodents/ants in Information Management Division.

Clean carpets throughout entire building.

Tenant Improvement Items:

Upgrade to LED lighting throughout – light bulbs and lenses don't match throughout the building.

Replace ceiling tiles as needed throughout – many mis-matched and discolored tiles throughout the building.

New paint.

Upgrade window tinting with ceramic window tint.

5825-5847 Rickenbacker Road:

Maintenance Items:

Northwest corner outside – roof scupper issue causing roof leaks.

Skylight sagging/settling issue. Structural concern?

Warehouse – Ceiling foil falling and needs re-attachment or replacement throughout.

Clean carpets throughout entire building.

Leak in conference rooms in Hazmat section from outside planter – reseal all west wall planters.

Ceiling leaks.

Ants from planters.

Bugs from HVAC ducting. Clean, repair or replace ducting as needed.

Low pressure in water lines. Repair or replace as needed.

Shower pan leaks. Repair or replace as needed in Haz Mat Division.

Moisture under newer flooring in Dispatch room in Haz Mat Division causing LVT glue to ooze out between LTV planks. Repair or replace as needed.

Mildew odor in Ms. Nunez office in Haz Mat Division.

Air balancing needed throughout.

Tenant Improvement Items:

Upgrade to LED lighting throughout.

Replace ceiling tiles as needed throughout.

Expand security cage area in warehouse with chain link fencing.

Upgrade window tinting with ceramic window tint.

All Buildings:

Landlord shall, at its sole cost and expense, remove all accessibility barriers in the building as referenced in that certain ADA report dated August 23, 2023 prepared by Marx/Okubo Associates, Inc., except items 13, 14, 16, 27, 35 and 36.



**Reform and Oversight Efforts:
Los Angeles County Sheriff's Department**

April through June 2024

August 28, 2024

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ABOUT QUARTERLY REPORTS

Quarterly reports provide an overview of the Office of Inspector General's regular monitoring, auditing, and review of activities related to the Los Angeles County Sheriff's Department (Sheriff's Department) over a given three-month period. This quarterly report covers Department activities and incidents that occurred between April 1 and June 30, 2024, unless otherwise noted. Quarterly reports may also examine particular issues of interest. This report includes special sections on the following topics:

- An Evaluation of an ICIB and IAB Investigation into Allegations of Criminal Conduct and False Statements by a Sworn Member of the Sheriff's Department
- Attorney and Professional Visitor Access Issues for people in custody
- Out-of-Cell Time at Century Regional Detention Facility (CRDF)
- Pregnant People in Custody at Century Regional Detention Facility

During the second quarter of 2024, the Office of Inspector General also issued the following reports relating to the Sheriff's Department:

- [Review of Contracts by School Resource Deputies with Elementary and Middle School Students](#)

MONITORING SHERIFF'S DEPARTMENT'S OPERATIONS

Deputy-Involved Shootings

The Office of Inspector General reports on all deputy-involved shootings in which a deputy intentionally fired a firearm at a human, or intentionally or unintentionally fired a firearm and a human was injured or killed as a result. This quarter, there were four incidents in which people were shot or shot at by Sheriff's Department personnel. The Office of Inspector General's staff responded to each of these deputy-involved shootings. Three people were struck by deputies' gunfire, one fatally. The information in the following shooting summaries is based on the limited information provided by the Sheriff's Department and is preliminary in nature. While the Office of Inspector General receives information at the walk-through at the scene of the shooting, receives preliminary memoranda with summaries, and attends the Sheriff's Department Critical Incident Reviews, the statements of the deputies and witnesses are not provided until the Sheriff's Department completes its investigation. The Sheriff's Department permits the Office of Inspector General's staff limited access to monitor the ongoing investigations of deputy-involved shootings. The Sheriff's Department [maintains a page](#)

[on its website](#) listing deputy-involved shootings that result in injury or death, with links to incident summaries and video.

Industry Station: Hit Shooting – Non-Fatal

On May 3, 2024, at approximately 1:17 a.m., deputies from Industry Station responded to a call for service related to a domestic disturbance in La Puente. Upon arrival deputies parked their vehicles and walked towards the suspect's wife standing outside of the residence crying and screaming. Deputies could hear the suspect arguing with his son and based on their observations updated the call classification to a priority.

As the deputies approached the suspect and attempted to speak to him, he became confrontational, bent forward, and picked up a paint roller. The deputies backed away and commanded him to "drop it," but the suspect did not comply. A deputy then sprayed the suspect in the face with oleoresin capsicum (pepper) spray. As the suspect became increasingly agitated, he appeared to position himself to throw the paint roller, while the deputies continued to command him to put it down. The suspect threw the paint roller towards the deputies, striking one deputy in the abdomen. The deputy who was struck then discharged his handgun three to four times wounding the suspect in his lower body. According to the Sheriff's Department, deputies waited to render aid until the arrival of additional units because the suspect's family members refused to obey their verbal commands. Aid was rendered, then the Fire Department transported the suspect to the hospital, where he was treated for the gunshot wound.

The deputy struck by the paint roller reported redness and soreness to his abdomen.

The Sheriff's Department posted a [Critical Incident Briefing](#) on its website with video from body-worn cameras and a surveillance camera.

Areas for further inquiry

Only three casings identified, but the Department stated there may have been four rounds discharged. Why is there a discrepancy?

Was the shooting concurrent with the throwing of the paint roller, or did the shooting occur after the paint roller had made contact with the deputy's abdomen?

Did the deputies view the paint roller as a deadly or dangerous weapon?

Were family members or neighbors in the backdrop or line of fire?

Did deputies issue any warnings prior to firing?

Was MET contacted for assistance?

East Los Angeles Station: Non-Hit Shooting

On June 7, 2024, at approximately 10:10 a.m., deputies from the East Los Angeles Station responded to a call that an adult man was at his parents' home in violation of a restraining order. Two responding deputies contacted the suspect in an alley behind the home. The suspect refused to comply with deputy's commands and ran into the family home's rear yard. The responding deputies waited for backup and then proceeded into the rear yard, where they located the suspect and his father along a narrow, paved, side yard between the house and a cinderblock wall. The suspect held a metal folding chair and waived it as if he might strike his father. Several trash bins, plastic chairs, and other items blocked the side yard between the suspect and deputies.

The deputies formed a tactical plan in which they assigned one deputy to use a less-lethal 40mm baton launcher; another deputy to use a Taser; and another to provide a lethal force option using his department-issued firearm. The deputies approached the side yard with the deputy handling the 40mm launcher in the lead and the deputy with the firearm immediately behind. They spoke for several minutes with the suspect, who did not comply with their orders to put down the chair, although he allowed his father to leave. After several minutes, the suspect threw a barbecue grill over the trash bins at the deputies, nearly striking them. At this point, the deputy assigned to use lethal force drew his firearm and pointed it in the direction of the suspect and the deputy equipped with the 40mm launcher fired a single round from the device.

The suspect then picked up a large squeegee mounted on the end of a wooden pole, waved it about, and threw it down the side yard toward the deputies. As the squeegee sailed through the air toward the deputies, the deputy with his firearm drawn discharged a single round at the suspect but did not hit him.

Deputies continued to order the suspect to drop the chair, as they cleared items from the side yard to get to the suspect. The deputy with the 40mm launcher fired a second round toward the suspect and another deputy fired a Taser as they closed in on the suspect and took him into custody.

The suspect was taken to a local hospital and treated for a contusion to his lower left abdomen from the 40mm round. The deputies suffered no injuries.

The deputy who fired his weapon did not announce that he fired it at the time it was discharged. Only after the suspect was in custody, did the deputy indicate that he may have fired his weapon, expressing some uncertainty. The supervisor on scene ordered him to review his body-worn camera video to confirm whether he had fired.

The Department reported that IAB will investigate the incident as a non-hit shooting unless it determines that the deputy discharged his firearm accidentally.

Areas for further inquiry

Did the deputies have any information indicating that mental health issues may have played a role in the suspect's behavior?

After the suspect released his father, did the deputies on scene consider retreating to a position of safety and contacting a MET team?

Did the deputy fire accidentally or intentionally?

Did the deputy have to review the body worn camera video to determine whether he fired, or could he have just checked his service weapon?

Did the deputy follow Sheriff's Department policy and training when drawing and handling his firearm?

Did the deputies and supervisor on scene follow procedures for a non-hit shooting and timely notify IAB?

Compton Station: Hit Shooting – Fatal

On June 13, 2024, at approximately 7:46 p.m., Compton station received a call stating that the brother-in-law of the caller was firing several shots into the air and that he might be under the influence of an unspecified substance. The caller also stated that her children were inside an adjacent home, and she was fearful for their safety.

When the first deputy arrived, he spotted the suspect through a side gate and called for his surrender, but the suspect retreated into the backyard. As the first deputy awaited backup, he evacuated the family members who were still inside the adjacent building. Deputies then called for an Aero Unit, Canine Unit, and a MET team to respond to the location. A few minutes later, the suspect appeared on the roof of the building inhaling from an aerosol canister. When the Aero unit arrived, they informed the deputies below that there was a shotgun near the suspect.

While on the roof, the suspect fired several rounds and the Aero unit reported that the helicopter had been hit. Two deputies repositioned inside an adjacent house where they could see the suspect on the roof through a living room window. They called for the suspect to surrender, but he did not, at one point yelling "shoot me, shoot me." Shortly afterward, the suspect again aimed the shotgun at the hovering helicopter and the two deputies inside the house responded by firing their .223 and 9mm caliber weapons, striking the suspect.

After deploying a flashbang device and observing no response from the suspect, deputies advanced and assessed the situation safe enough for the nearby fire department to provide assistance. The suspect died at the scene. A helicopter

inspection determined that it had been hit with one pellet shot. At the conclusion of the incident, a loaded shotgun with a pistol grip and a box of ammunition were found next to the suspect. No deputies were injured.

The Sheriff's Department posted a [Critical Incident Briefing](#) on its website with video from body-worn cameras.

Areas for further inquiry

Were all deputies who responded provided with a body-worn camera, if not, why?

Had the MET team arrived and attempted to de-escalate the situation?

Were there any attempts to de-escalate the situation?

Did Aero unit follow best practices and department policy by remaining overhead while being fired at?

Could a UAS (drone) have been deployed instead?

Did deputies follow the standard protocols and tactics involving an armed suspect on a roof?

Palmdale Station: Hit Shooting – Non-Fatal

On June 17, 2024, at around 7:52 p.m., deputies from Palmdale station received a call regarding a man wielding two knives (later described as 3-inch pocketknives) attempting to carjack three vehicles. Following the failed carjackings, the suspect proceeded towards a nearby apartment complex where, he allegedly broke the window of a ground-floor apartment.

Shortly afterward, deputies arrived at the scene, initiating a standoff with the suspect, who still held both knives and refused to surrender despite attempts by deputies to de-escalate the situation. Deputies fired 40mm rounds which failed to subdue the suspect. Subsequently, one deputy discharged two rounds from a handgun as the suspect approached them with the knives still in his hands. The suspect was struck by one round. He was transported to the hospital for medical attention and was listed in stable condition.

The Sheriff's Department posted a [Critical Incident Briefing](#) on its website with video from body-worn cameras.

Areas for further inquiry

The shooting occurred in front of an apartment building at night, did the deputies consider evacuating residents prior to the shooting?

Since MET was on-scene at the time of the shooting, did they play a role in the de-escalation efforts?

Were other less lethal alternatives considered prior to the decision to employ lethal force?

Did deputies form a tactical plan before engaging with the suspect?

How many deputies were assigned lethal force? If more than one, why did only one deputy fire?

Was there adequate communication between deputies?

Was there a sergeant at the scene? If so, was there sufficient command and control of the incident?

District Attorney Review of Deputy-Involved Shootings

The Sheriff's Department's Homicide Bureau investigates deputy-involved shootings in which a person is hit by a bullet, except for deputy-involved shootings that result in the death of an unarmed civilian, which California law requires the Attorney General to investigate. For those shootings it investigates, the Homicide Bureau submits the completed criminal investigation of each deputy-involved shooting that results in a person being struck by a bullet and which occurred in the County of Los Angeles to the Los Angeles County District Attorney's Office (District Attorney's Office or District Attorney) for review and possible filing of criminal charges.

Between January 1, 2024, and June 30, 2024, the District Attorney's Office issued twelve findings on deputy-involved shooting cases involving the Sheriff's Department's employees.¹

- In the March 5, 2020, non-fatal shooting of Jessa Allan Janto, the District Attorney opined in a [memorandum dated April 16, 2024](#), that the shooting by deputies Matthew Bistline, David Chavez-Cruz, Andrew De La Rosa, Jonathon Livingston, Collin Reddy, and Ryan Thompson was not unlawful.
- In the October 6, 2020, fatal shooting of Nicholas Burgos, the District Attorney opined in a [memorandum dated February 20, 2024](#), that there

¹ The District Attorney's Office posts its decisions on deputy and officer-involved shootings on its website under [Officer-Involved Shootings](#), and the Office of Inspector General retrieves the information on District Attorney decisions from this webpage. The District Attorney's Office published the twelve memoranda listed here on its website between April 1 and June 30, 2024, although seven of the memoranda are dated prior to April 1.

was insufficient evidence Deputy Dalia Gonzalez did not act lawfully in self-defense and in defense of others when she fired her duty weapon.

- In the March 3, 2021, non-fatal shooting of Deputy Andrew Toone, the District Attorney opined in a [memorandum dated February 28, 2024](#), that the shooting was accidental and Deputy Donald McNamara is not criminally responsible.
- In the April 23, 2021, non-fatal shooting of Miguel De Los Santos, the District Attorney opined in a [memorandum dated March 29, 2024](#), that deputies Erasto Granados and Daniel Velasco acted in lawful self-defense and the defense of others when they fired their duty weapons.
- In the November 12, 2021, fatal shooting of Wendy Carolina Flores De Roque and the non-fatal shooting of Franklin Moran, the District Attorney opined in a [memorandum dated June 7, 2024](#), that the use of deadly force by Deputy Dominguez was not unlawful.
- In the December 15, 2021, non-fatal shooting of Juan Angel Marquez, the District Attorney opined in a [memorandum dated May 30, 2024](#), that the deputies Ernest Hernandez and Joshua Corrales each reasonably believed that deadly force was necessary to defend against an imminent deadly threat.
- In the March 3, 2022, fatal shooting of Edgar Ortiz, the District Attorney opined in a [memorandum dated February 12, 2024](#), that there was insufficient evidence deputies Gabriel D'Souza and Erin Herring did not reasonably believe, based on a totality of the circumstances, that deadly force was necessary to defend against a deadly threat when they fired their weapons.
- In the March 13, 2022, fatal shooting of Samuel Nunez, the District Attorney opined in a [memorandum dated May 20, 2024](#), that the District Attorney's Office cannot prove beyond a reasonable doubt that Deputy Melton acted unlawfully.
- In the August 31, 2022, fatal shooting of Agustin Flores, the District Attorney opined in a [memorandum dated May 20, 2024](#), that the deputies Jasen Tapia, Timothy Garcia, Julio Chavez-Ruiz, and Raymond Romero-Soto acted reasonably believing that deadly force was necessary to defend against an imminent deadly threat.

- In the January 26, 2023, fatal shooting of Miguel Lopez, the District Attorney opined in a [memorandum dated June 5, 2024](#), that the deputies acted reasonably believing that deadly force was necessary to defend against an imminent threat.
- In the January 31, 2023, non-fatal shooting of Mario Bustillos, the District Attorney opined in a [memorandum dated February 22, 2024](#), that the deputies Edwin Barajas, Leonel Leon, Victor Garcia, Timothy Cho, Chase Morales, and Steven Medina acted in lawful self-defense and defense of others at the time they fired their service weapons, reasonably believing, based on the totality of the circumstances, that deadly force was necessary to defend themselves and others against an imminent deadly threat.
- In the February 10, 2023, fatal shooting of Everett Byram, the District Attorney opined in a [memorandum dated March 29, 2024](#), that Deputy Blake Runge acted lawfully in self-defense and defense of others when he fired his weapon.

Homicide Bureau’s Investigation of Deputy-Involved Shootings

For the present quarter, the Homicide Bureau reports that it has fourteen shooting cases involving Sheriff’s Department personnel open and under investigation. The oldest case in which the Homicide Bureau maintained an active investigation at the end of the quarter relates to a June 19, 2023, shooting in the jurisdiction of Walnut Station. For further information as to that shooting, please refer to the Office of Inspector General’s report. The oldest case that the Bureau has open is a 2022 shooting in the city of Compton, which was submitted to the District Attorney’s Office and for which the Sheriff’s Department still awaits a filing decision.

This quarter, the Sheriff’s Department reported it sent one deputy-involved shooting case to the District Attorney’s Office for filing consideration.

California Department of Justice Investigations of Deputy-Involved Shootings Resulting in the Death of Unarmed Civilians

Under California law, the state Department of Justice (DOJ) investigates any peace officer-involved shooting resulting in the death of an unarmed civilian and may issue written reports or file criminal charges against a peace officer, if appropriate.² As of the

² Gov’t Code § 12525.3(b).

end of the second quarter, the DOJ [is investigating](#) three shootings involving deputies from the Sheriff's Department, the oldest of which occurred in February 2022. During the last quarter, the DOJ [issued no written reports](#) regarding shootings involving Sheriff's Department deputies.

Internal Criminal Investigations Bureau

The Sheriff's Department's Internal Criminal Investigations Bureau (ICIB) reports directly to the Division Chief and the Commander of the Professional Standards Division. ICIB investigates allegations of criminal misconduct committed by Sheriff's Department personnel in Los Angeles County.³

The Sheriff's Department reports that ICIB has 79 active cases. This quarter, the ICIB reports sending one case to the District Attorney's Office for filing consideration. The District Attorney's Office is still reviewing 29 cases from ICIB for filing. The oldest open case that ICIB submitted to the District Attorney's Office and still awaits a filing decision relates to conduct that occurred in 2018, which ICIB presented to the District Attorney in 2019.

Internal Affairs Bureau

The Internal Affairs Bureau (IAB) conducts administrative investigations of policy violations by Sheriff's Department employees. It also responds to and investigates deputy-involved shootings and significant use-of-force cases. If the District Attorney declines to file criminal charges against the deputies involved in a shooting or use of force, IAB reviews the evidence to determine whether Sheriff's Department personnel violated any policies during the incident.

The Sheriff's Department also conducts administrative investigations at the unit level. The subject's unit and IAB determine whether an incident should be investigated by IAB or remain a unit-level investigation based on the severity of the alleged policy violations.

This quarter, the Sheriff's Department reported opening 143 new administrative investigations. Of these 143 cases, 40 were assigned to IAB, 77 were designated as unit-level investigations, and 26 were entered as criminal monitors (in which IAB monitors an ongoing criminal investigation conducted by the Sheriff's Department or another agency). In the same period, IAB reports that 152 cases were closed by IAB or

³ Misconduct alleged to have occurred in other counties is investigated by the law enforcement agencies in the jurisdictions where the crimes are alleged to have occurred.

at the unit level. There are 526 pending administrative investigations, of which 320 are assigned to IAB and the remaining 206 are unit-level investigations.

Civil Service Commission Dispositions

The Civil Service Commission hears employees’ appeals of major discipline, including discharges, reductions in rank, or suspensions of more than five days. Between April 1 and June 30, 2024, the Civil Service Commission issued final decisions in three cases involving Sheriff’s Department employees.⁴

Employee Position	Date of Department action	Case number	Department actions	Date of Civil Service Hearing	Civil Service decision
Deputy Sheriff	5-13-15	15-185	Discharge	4-10-24	Commission sustained discharge, but Superior Court ordered reinstatement
Custody Assistant	12-9-21	21-251	Discharge	4-24-24	Commission overruled the Department and imposed a 30-day Suspension
Deputy Sheriff	10-6-21	21-212	Discharge	5-22-24	Commission did not sustain the Department’s decision to discharge

Two cases concerned sworn peace officers of the rank of deputy and one concerned a custody assistant. In all three cases, the Sheriff’s Department had discharged the employee. In one case, the Civil Service Commission sustained the deputy’s discharge, but the deputy sought review in the Superior Court, which overturned the discharge and ordered the deputy reinstated on grounds that the Department had not imposed discipline within the one-year statute of limitations required by the Public Safety Officers Procedural Bill of Rights Act, Govt. Code § 3304(d). Another case overruled the Department’s decision to discharge and imposed a 30-day suspension. In the last case, the Commission did not sustain the Department’s discharge.

The Sheriff’s Department’s Use of Unmanned Aircraft Systems

According to [data posted by the Sheriff’s Department](#), it deployed its Unmanned Aircraft Systems (UAS) nine times between April 1 and June 30, 2024, as summarized in the chart below.

DATE	OPERATION TYPE	LOCATION	SUMMARY
4-29-24	Barricaded Suspect	Whittier	SEB K9 services assisting Norwalk station with barricaded suspect. UAS utilized to monitor location. Suspect Surrendered.

⁴ The Civil Service Commission reports its actions, including final decisions, in [minutes of its meetings posted on the County’s website](#) for commission publications.

5-12-24	Search and Rescue	Monrovia Peak	SEB responded to location regarding a barricaded suspect. UAS used to view interior of location. Suspect surrendered.
5-13-24	Barricaded Suspect	Los Angeles	SEB personnel served a high-risk search warrant related to a murder investigation. UAS used to search attic space for suspect.
5-17-24	High Risk Tactical Operations	Compton	UAS used to observe train rail tracks bordered by freeway. High risk area off limits to pedestrian danger.
5-22-24	Search and Rescue	Malibu	SEB personnel assisted Montrose Search and Rescue with a missing hiker. Hiker not located.
5-26-24	High Risk Tactical Operations	Compton	UAS used to assist SEB with a barricaded suspect who used a sharp object to assault deputies. UAS used to locate suspect inside location and monitor while arrest team took suspect into custody.
6-15-24	High Risk Tactical Operations	Compton	SEB personnel serving arrest warrant for murder suspect. UAS used to search interior and attic for suspect.
6-22-24	High Risk Tactical Operations	Palmdale	SEB personnel responded for inspection and removal of potential blast hazard. UAS used to gather information on two unstable and over-pressured heavy equipment tires.
6-24-24	High Risk Tactical Operations	Palmdale	SEB personnel responded for inspection and removal of potential blast hazard. UAS used to gather information on two unstable and over-pressured heavy equipment tires.

Evaluation of an ICIB and IAB Investigation into Allegations of Criminal Conduct and False Statements by a Sworn Member of the Sheriff's Department.

The Office of Inspector General reviewed ICIB and IAB investigations into an allegation that a sworn member of the Sheriff's Department engaged in illegal gambling activity. The review found that neither ICIB nor IAB followed up on significant investigative leads uncovered during the ICIB investigation, including evidence that the subject may have been receiving large amounts of money from an unknown person in connection with gambling. Neither investigation examined the deputy's financial or business dealings to determine if the deputy was engaged in activities that violated criminal laws or County or Sheriff's Department policies. Although the deputy made statements during the IAB investigation that were inconsistent with evidence gathered during surveillance of the deputy, the Department chose not to pursue an investigation into whether those statements were intentionally false. In response to Office of Inspector General inquiries, the current administration explained the decision not to pursue an investigation into possible false statements on grounds that the passage of time may explain the deputy's failure to recall certain events. The length of the ICIB investigation along with the failure to investigate the deputy's financial records made it difficult to prove that the deputy's statements to IAB that were inconsistent with evidence gathered during surveillance of the deputy were false. In previous reports, the Office of Inspector General identified

issues with the Department's failure to conduct thorough investigations, investigatory delays that may lead to memories fading, the loss of evidence, leaving a lack of sufficient time for follow-up interviews before the expiration of the one-year Peace Officer Bill of Rights statute of limitations and neglecting to impose discipline on sworn personnel for making false statements during misconduct investigations.⁵

In March 2021, ICIB began investigating a complaint to the Sheriff's Department alleging that a sworn member of the Department was hosting illegal high-stakes poker events. ICIB investigated for approximately **two years** before concluding that they lacked evidence to file criminal charges.⁶ In June 2023, ICIB closed its investigation without submitting the case to the District Attorney's Office and referred the matter to IAB for investigation into possible administrative policy violations. In April 2024, IAB completed its investigation, based on which the Sheriff's Department found the allegations "unresolved."

During the course of the ICIB investigation, investigators overheard a conversation at a casino between the subject deputy and an unidentified male who discussed wiring the subject a monthly five-figure sum of money and mentioned a player cheating at the poker events. The conversation ended with the unidentified male asking the subject to send him wire instructions to send the deputy a five-figure sum of money.

The ICIB and IAB case files reviewed by the Office of Inspector General indicate that neither ICIB nor IAB made any efforts to identify and interview the man talking about the wire transfer with the subject deputy. The investigators did not request surveillance recordings from the casino where the deputy and the man had the conversation. Nor did ICIB or IAB make any attempt to determine whether the deputy received a wire transfer consistent with that described by the man, or any unexplained large transfers of money and, if so, what services the subject provided for those payments. County rules require

⁵ See Los Angeles County Office of Inspector General, [Los Angeles County Sheriff's Department: Review and Analysis of Misconduct Investigations and Disciplinary Process](#) (Feb. 2021).

⁶ The Sheriff's Department did not submit the case to the District Attorney's Office and relied upon its own determination that criminal activity could not be proven based on the ICIB investigation. There are multiple advantages in submitting criminal cases to the District Attorney for filing consideration. One, of course, is that the District Attorney's office, in its independent review of the case, may determine that it justifies filing. The District Attorney's office may also suggest areas for further investigation, including recommending securing a search warrant or suggestions for additional investigation to support the statement of probable cause to obtain a search warrant, or can initiate a grand jury investigation to gather additional evidence on its own. Finally, submitting the case to the District Attorney's office provides the prosecution with information regarding the subject deputy for inclusion in a *Brady* database to comply with the constitutional requirement that potentially exculpatory information be provided to defendants in criminal cases.

that employees inform the County of outside employment activities, including conducting a personal business, yet the investigation does not state whether the investigators even checked if the subject disclosed any outside employment. ICIB investigators do not appear to have obtained any search warrants during their investigations to investigate the subject's finances to corroborate the sums discussed.⁷ Nor was the deputy asked to voluntarily provide financial records to ICIB or IAB investigators.⁸ Neither ICIB nor IAB investigators provided any explanation in the case files reviewed by the Office of Inspector General as to why they did not attempt to further investigate the lead generated by the Department's own investigation.

In March 2024, the IAB interviewed the subject on two separate occasions. During the interviews, IAB investigators asked the subject about the conversation with the unidentified man, and the subject denied that the conversation took place, contradicting the evidence in the Department's possession. Under the Department's Manual of Policy and Procedures (MPP), "false statements and any other form of dishonesty during an official Department internal investigation or inquiry shall, absent extenuating

⁷ The Department has stated to the Office of Inspector General that ICIB investigators did not believe there was sufficient evidence to support probable cause to obtain a search warrant. The Office of Inspector General disagrees with this assessment.

⁸ If the subject had failed to comply with such a request in the IAB investigation, they would potentially face punishment under the Sheriff's Department's Manual of Policy and Procedures (MPP) § 3-01/040.76. Under this section, employees of the Department "shall not take any action that could interfere with, delay, obstruct, distort or unduly influence any investigation." While employees of the Sheriff's Department are required to cooperate in a criminal investigation as stated in MPP § 3-01/040.85, employees may assert their rights under the Fourth and Fifth Amendment of the United States Constitution and discipline could not be imposed for a valid assertion of a constitutional right. The assertion of a constitutional right during an IAB investigation, once ordered to answer, may be considered to be a failure to cooperate and an employee may be disciplined, up to and including discharge from the Sheriff's Department. See MPP § 3-01/040.75, which states, "[f]ailure or refusal to make statements when ordered during Department internal investigations constitutes insubordination and shall, absent extenuating circumstances, result in discharge." While Government Code § 3308 states that a public safety officer shall not be required or requested to disclose income or sources of income in a personnel action, there is an exception when the information "tends to indicate a conflict of interest with respect to the performance of his official duties." There is no published case on what constitutes a "conflict of interest with respect to the performance of his official duties." In one court decision, on an *ex parte* application for a temporary restraining order in Los Angeles County, a court ordered that deputies not be compelled to answer financial questions and could not be punished for failing to answer **but allowed the questions to be asked of the deputies**. See *Khounthavong, et al. v. County of Los Angeles*, Los Angeles Superior Court Case No. BC603263. Engaging in illegal gambling activities while employed as and therefore performing one's official duties as a sheriff's deputy is arguably a conflict of interest as intended by the statute. Section 3308 applies only to personnel actions and would not prevent ICIB from inquiring into the subject's financial records as part of its criminal investigation, nor from including the results of that investigation in its file for IAB to review.

circumstances, result in discharge.”⁹ But the Department never initiated an administrative investigation into the subject’s possibly false statements because it concluded at the outset that the deputy’s failure to recall certain events could be explained by the passage of time. Had the Department actually conducted a thorough, evidence-based investigation, it might have gathered sufficient evidence to determine whether or not the deputy’s statements to IAB investigators were false.¹⁰

The Sheriff’s Department ultimately found that the allegation was “unresolved,” and as a result, the deputy was not disciplined. As of this writing, the subject remains on duty with the Department. The Department’s handling of the ICIB and IAB investigations here exhibit the issues identified previously by the Office of Inspector General, that investigations of employees are not always evidence-based, thorough, or timely. These problems increase the possibility that misconduct goes unpunished.

Semi-Annual Report on Implementation of the Family Assistance Program

The Los Angeles County Board of Supervisors [established the Family Assistance Program](#) (Family Assistance), first in 2019 as a one-year pilot that it later made permanent, with the aim of improving compassionate communication and providing trauma-informed support to families of those who died following a fatal use of force by a Sheriff’s Department employee or while in the custody of the Sheriff’s Department. The Office of Inspector General reports semi-annually on Family Assistance in its quarterly reports on the Sheriff’s Department.

Family Assistance Status

On February 8, 2024, the administration of Family Assistance officially transitioned from the Department of Mental Health (DMH) to the Office of Violence Prevention (OVP)

⁹ [MPP § 3-01/040.75](#), *Dishonesty/Failure to Make Statements And/Or Making False Statements During Departmental Internal Investigations*.

¹⁰ The Department stated to the Office of Inspector General that due to the passage of time between the October 2021, conversation and the March 2024, IAB interview of the subject, “it was deemed reasonable that the subject may have forgotten aspects of visits to gambling establishments [they] frequented after this significant period of time.”

within the Department of Public Health, pursuant to the plan to make Family Assistance permanent as recommended to the Board in 2022.¹¹

As previously reported, the Chief Executive Office approved four positions requested by DPH in the FY 2023-2024 budget to support Family Assistance. OVP reports that it filled the Clinical Social Worker Supervisor II position on September 1, 2023, and the Clinical Social Worker position on March 22, 2024. OVP continues to work in collaboration with the Department of Medical Examiner (DME) to fill the two Psychiatric Social Worker II (PSWII) positions, both of which will be assigned to work on-site with the DME.¹²

OVP reports that it has prepared a draft Memorandum of Understanding (MOU) outlining the terms of the agreement, funding provisions, and the respective duties and responsibilities of DPH, OVP, and DME. OVP reports that the draft MOU has been submitted to DME for review and will likely require modifications. OVP reports that it anticipates meeting with the DME to further clarify roles and responsibilities regarding next-of-kin identification and death notifications, managing communications with mortuaries/funeral homes, and the process for impacted families to claim decedents' personal effects and property.

In March 2024, OVP formed a multidisciplinary work group that meets monthly to discuss program design and implementation, protocols, eligibility criteria, and reviews cases. The work group includes representatives from the Sheriff's Department, DME, the Office of Inspector General, the Sheriff Civilian Oversight Commission (COC), Los Angeles County District Attorney Office, DMH, Los Angeles County Correctional Health Services, and Los Angeles Office of the County Counsel.

Family Assistance Service Data

OVP reports that from January 1, 2024, to June 30, 2024, OVP was notified of 21 incidents where an individual died following a fatal use of force by a Sheriff's Department employee or while in the custody of the Sheriff's Department. OVP successfully contacted 20 families. Of those, all 20 families accepted services and assistance from OVP Family Assistance Advocates. OVP distributed burial expenses to

¹¹ See [Office of Inspector General's Semi-Annual Report on Implementation of the Family Assistance Program and Report Back on Permanent Support for Families Affected by Los Angeles County Sheriff's Department: Identifying Sustainable Funding for and Streamlining the Family Assistance Program \(Item No.14, Agenda of July 9, 2019 and Item No. 9, Agenda of October 19, 2021\)](#) (Feb. 22, 2022).

¹² The Clinical Social Worker Supervisor II position was originally classified as Mental Health Clinical Supervisor and the Clinical Social Worker position was originally classified as PSWII.

14 families, with expenses ranging from \$1,393 to \$7,500, totaling approximately \$68,785 for the period.

Status of the Sheriff's Department's Adoption of an Updated Taser Policy and Implementation of a System of Tracing and Documenting Taser Use

On October 3, 2023, the Board of Supervisors directed the Sheriff's Department to revise its Taser use policies to incorporate best practices from other law enforcement agencies, ensure compliance with State and Federal legal standards, and consider recommendations by other law enforcement and advocacy groups.¹³

The Board of Supervisors also directed the Office of Inspector General to include in its quarterly reports to the Board an “[u]pdate on the status of the LASD’s adoption of an updated Taser policy, the status of training personnel on the updated Taser policy, and deputy compliance with updated policies, once adopted, consistent with LASD trainings until full compliance;” and “[d]ocumentation and tracking on the Department’s Taser use, including those that result in serious injury or death, in patrol and custody.”

Updated Taser Policy

In its previous quarterly report, the Office of Inspector General reported that the Sheriff's Department had not completed bargaining with labor associations and had not finalized a revised policy on Taser use. The Department did not finalize a policy during this reporting period. However, on July 11, 2024, shortly after the reporting period ended, the Sheriff's Department provided the Office of Inspector General with a finalized version of the updated Taser policy. The Office of Inspector General will review the language of the updated policy in its next quarterly report to the Board in accordance with the Board's directive and to examine how the Department addressed Office of Inspector General comments on its draft Taser policy, including the clarity of its standards for authorized Taser use, the potential for use against passive resistance, the policy provisions limiting multiple applications of Tasers, and the extent to which the policy adequately conveyed the potential risks of Taser use.

Documenting and Tracking Taser Use

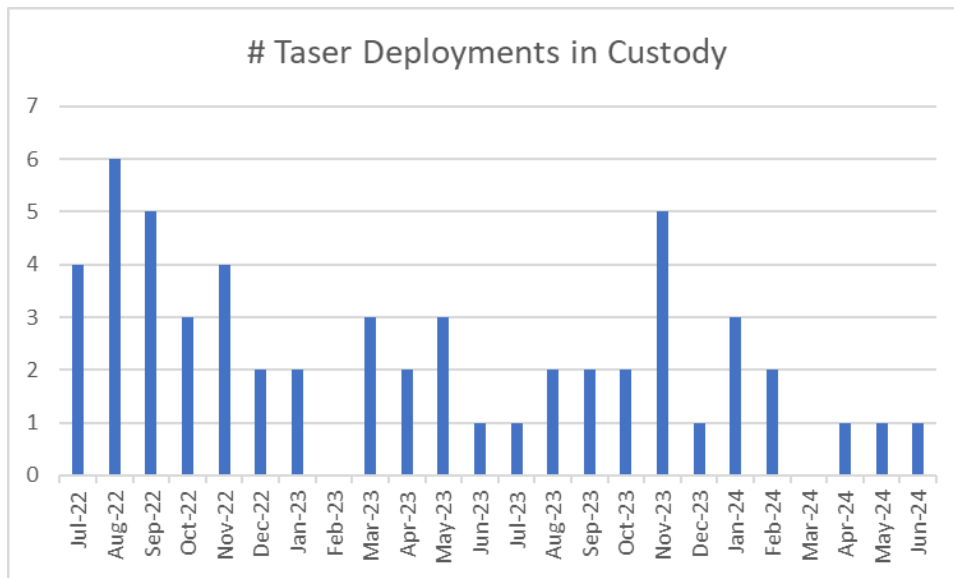
In May 2024, the Sheriff's Department launched a [web dashboard reporting Taser usage](#) after April 1, 2024, by patrol station or facility, date, and subject description. Beginning in July 2024, the Department began including in that data the “Result of the

¹³ [Transparency, Accountability, and Oversight of Los Angeles Sheriff's Department's Taser Use Policy](#), Agenda No. 15 (Oct. 3, 2023).

Use of Force” (i.e., whether the use resulted in serious injury or death) for all incidents that occurred on or after July 1, 2024.

Taser Use in Custody

The following chart reflects the number of use-of-force incidents in custodial settings over the past two years in which deputies employed a Taser, according to the *Monthly Force Synopsis* that the Sheriff’s Department produces and provides to the Office of Inspector General each month:



CUSTODY DIVISION

Attorney and Professional Visitor Access Issues

The Office of Inspector General received several complaints of jail visitation staff refusing to allow people in custody to meet with members of their criminal defense team in attorney visit areas, despite valid court orders directing such access.¹⁴

¹⁴ Some attorneys who spoke with Office of Inspector General staff advised that they will at times preemptively obtain a court order directing access to their clients in an effort to avoid being denied access.

The Sheriff's Department jail facilities have dedicated visiting areas for attorneys and professional visitors, such as social workers, paralegals, law enforcement officers, and private investigators, to meet with people in custody. Each facility is responsible for developing and implementing policies for providing attorneys and professional visitors with reasonable access to people in custody, which, as discussed below, has resulted in inconsistencies between the policies of the facilities.¹⁵ Depending on the facility, the Department requires certain types of professional visitors to obtain a court order to meet with a person in custody in the attorney visiting areas. The Department also requires attorneys and professional visitors who wish to meet face-to-face with a person in custody without a physical barrier separating them to obtain a court order.¹⁶ Legal and professional representatives may submit court orders to a facility's legal unit for prior approval or present the court order to visitation staff upon arrival to the visit area. Visitation staff work closely with their respective facility's legal unit to validate visitors' credentials and process court orders.

In August 2022, an attorney complained to the Office of Inspector General that visitation staff at Twin Towers Correctional Facility (TTCF) refused to allow him to meet with his client in a private visiting room. The attorney reported that he presented TTCF visitation staff with a valid court order to meet confidentially with his client, and that visitation staff wrote "not possible" on the court order in black marker, ostensibly due to the Tower 2 elevators being inoperable.¹⁷

In September 2023, an attorney complained that Sheriff's Department staff refused to allow a member of her legal team to meet with a client at Men's Central Jail (MCJ) in the attorney visiting area, despite a valid court order signed by a judge directing that the legal team, including an investigator, be granted visits with their client to assist with legal representation.

In November 2023, a legal clinic complained that, although it had obtained a court order to have a licensed social worker conduct a social history assessment of the client who was housed at MCJ, visitation staff denied the social worker access to meet confidentially with the client in an attorney visiting room on grounds that the social worker was not employed by the County. Office of Inspector General staff spoke with Custody Division personnel regarding this incident, who stated that MCJ staff did not

¹⁵ See Los Angeles County Sheriff's Department, Custody Division Manual, § 5-10/030.00, [Attorney Room Visits](#).

¹⁶ *Id.*

¹⁷ The attorney visiting area in Tower 2 can be accessed via either stairs or via the elevators for Tower 1, and the Department did not explain why the attorney could not use these alternatives.

comply with the court order partly due to staff training issues. However, the Department had denied the clinic's legal team court-ordered access to clients on prior occasions as well. The clinic obtained a court order granting a law student access to interview a client housed at MCJ. The supervising attorney accompanied the law student and presented the court order to visitation staff. Visitation staff refused to comply with the court order on the basis that the law student was not certified as required by Department policy and that Department policy superseded the court order.¹⁸ The court order did not require that the law student be certified to access the client.

The Office of Inspector General reviewed unit orders related to accessing attorney visit areas from MCJ and TTCF and noted several concerns:¹⁹

No clear directive to comply with court orders. The unit orders fail to emphasize the importance of ensuring that the Department adhere to court orders. California Penal Code section 166(4) provides that “[w]illful disobedience of the terms, as written, of a process or court order or out-of-state court order, lawfully issued by a court” constitutes a misdemeanor. Yet, it appears as though some Department visitation staff are unaware that non-compliance with court orders may constitute a criminal offense, and Department policy does not outline the legal significance of court orders.

MCJ's unit order instructs visitation staff that when visitors bring in court orders, “Legal Staff shall be contacted for approval to comply with the order” or “[i]n their absence, the Watch Sergeant or Watch Commander shall be contacted.”²⁰ Requiring approval in order to comply with a court order suggests that the default course of action is non-compliance. This raises serious concerns given that adhering to court orders is mandatory. In contrast, TTCF's unit order requires that visitation staff notify either a supervisor or, in their absence, the watch commander, for verification, logging, and processing.

No time frame for complying with court orders. MCJ's unit order also lacks a time frame for visitation staff to process court orders. In contrast, TTCF Unit Order # Unit

¹⁸ The State Bar of California's Practical Training of Law Students Program certifies law students to provide legal services permitted by rule 9.42(d) of the California Rules of Court under the supervision of an attorney. The program is also governed by Title 3, Division 1, Chapter 1 of the Rules of the State Bar.

¹⁹ The Office of Inspector General reviewed the following unit orders: (1) Men's Central Jail Unit Order 5-15-041, [Attorney Room Procedures](#), (2) Men's Central Jail Unit Order 4-03-020, *Procedures for Handling Court Orders*, (3) Twin Towers Correctional Facility Unit Order 5-15-020, *Attorney and Other Professional Priority Visits*, and (4) Twin Towers Correctional Facility Unit Order 4-08-010, [Court Orders](#).

²⁰ Men's Central Jail Unit Order 5-15-041, [Attorney Room Procedures](#).

Order #: 5-15-020, *Attorney and Other Professional Priority Visits*, provides, “[w]hen an attorney, or other professional, presents TTCF Visiting staff with a court order, the deputy personnel shall *immediately* [emphasis added] notify the Visiting bonus deputy, who shall forward a copy of the court order to the TTCF Legal Unit for verification, logging, and processing. If the Visiting bonus deputy is not available and the court order is of an exigent nature, the handling deputy shall forward the order to the on-duty watch commander” The lack of timeframe in MCJ’s unit order may impact the facility staff from processing court orders as expeditiously as possible.

Inconsistent practices on attorney and professional visitation between jail facilities. In addition to the inconsistencies noted above regarding the handling of court orders, TTCF’s unit order provides that a certified law student need not be under the direct, physical supervision of the attorney in order to use an attorney visit room. MCJ’s unit order prohibits a certified law student from using an attorney visit room unless accompanied by an attorney. TTCF’s unit order allows for private paralegals to access the attorney visiting area with a valid court order, while MCJ’s unit order prohibits private paralegals from accessing the attorney visiting area. TTCF’s unit order does not establish procedures for defense expert visits, while MCJ’s unit order allows defense experts to access the attorney visit areas with a valid court order. The lack of continuity between the types of professional visitors that are able to access each facility creates confusion for legal counsel and other professional visitors.

Inadequate documentation of refused attorney and professional visits. The unit orders do not require visitation staff to log instances where the Department denies attorneys, attorney representatives, and other professional visitors access to attorney visiting areas or refuses to comply with a court order’s directions on the terms for a meeting. Documenting such instances will allow for periodic audits to ensure that all policies and procedures outlined in the unit orders are followed consistently.

During conversations with defense attorneys regarding the challenges with accessing their clients in TTCF and MCJ, it became apparent to Office of Inspector General staff that attorneys and other professional visitors seeking to meet with clients lacked sufficient clear information about the Sheriff’s Department’s policies and procedures for such visits. Office of Inspector General staff reviewed the Sheriff’s Department’s website and found only fragmented information about MCJ’s attorney visiting area. The [website](#) does not provide clear guidance for attorney representatives or other professional visitors seeking to meet with clients in the attorney visiting area of each facility, nor does it indicate the required identification, credentials, and documentation that the Department requires from professional visitors.

The Sixth Amendment to the United States Constitution guarantees that a criminal defendant shall “have the Assistance of Counsel for his defense.”²¹ California Courts have recognized that incarcerated people have a constitutional right to “confidentially confer with counsel” and “have contact visits with counsel as a part of their right to meaningful access to the courts.”²² Impairing a detained criminal defendant’s ability to access their legal team interferes with the right to counsel. California Courts have also made clear that “[attorney visitation] policies will not be upheld if they unnecessarily abridge the defendant’s meaningful access to his attorney and the courts.”²³ Furthermore, California state regulations require that jail facilities “develop written policies and procedures to ensure inmates have access to the court and to legal counsel.”²⁴ The Sheriff’s Department’s inconsistent policies and practices that impose barriers on legal counsel seeking access to their clients likely fail to comply with this regulation and to pass constitutional muster.

To address these problems, the Office of Inspector General recommends the following:

- The Sheriff’s Department should develop agency-wide policies related to attorney and professional visits to ensure consistency across all facilities including the types of visitors who qualify to access the attorney visit areas and the materials they may bring into the visit areas, as well as the identification, credentials, and documentation each visitor must present. Unit orders should be limited to addressing facility-specific needs.
- The Sheriff’s Department should revise its policies on visitation to clearly instruct its staff to honor all court orders providing criminal defendants in custody access to members of their legal team, including experts and professionals, and create a process for visitation staff to quickly resolve questions about court orders regarding legal team access. The policy should expressly instruct staff that defendants representing themselves in propria persona (“pro per”) should be afforded access to any legal experts or investigators, or professionals necessary for their defense.

²¹ U.S. Const., Amend. VI.

²² *County of Nevada v. Superior Court of Nevada County and Jacob Michael Siegfried* (2015) 236 Cal.App.4th 1001; see also *In re Rider* (1920) 50 Cal. App. 797, 799.

²³ *Ching v. Lewis* (9th Cir. 1990) 895 F.2d 608, 609.

²⁴ [Cal. Code Regs., tit. 15 § 1068 \(2024\)](#).

- The Sheriff’s Department should train visitation staff on verifying, processing, and logging routine court orders for expeditious processing.
- The Sheriff’s Department should require that visitation staff log all instances in which they deny a visitor’s request to access the attorney visiting area. Staff should document the visitor and the person in custody, the visitor’s basis for claiming a right to access the attorney visiting area, and their reason denying access. Staff should also preserve any supporting documentation or court orders presented by the visitor or person in custody. The Sheriff’s Department should periodically audit the log to ensure that staff are adhering to policies and procedures.
- The Sheriff’s Department should post comprehensive information regarding professional visits on its website. The information should include the types of professional visitors who are allowed into the attorney visiting area of each facility, as well as the required identification, credentials, and documentation that professional visitors must present. There should be links to policies and unit orders of the Sheriff’s Department relating to attorney visits and relating to visits by court-appointed investigators and experts for persons who are represented by counsel and for persons who are pro per. The material should also include contact information for each facility’s attorney visit area and designated legal unit.

Out-of-Cell Time at Century Regional Detention Facility (CRDF)

The Office of Inspector General has received recent complaints from people housed in general population units at CRDF that restrictions on out-of-cell time have created conditions of confinement similar to those in isolation, raising concerns about compliance with Sheriff’s Department policy and CRDF unit orders.

California regulations establish standards for detention and correctional facilities in Title 15 of the California Code of Regulations (Title 15), which require that county jail facilities allow people in custody “a minimum of 10 hours of out of cell time [per week].”²⁵ Although Sheriff’s Department policy requires only that staff comply with Title 15

²⁵ [Cal. Code Regs., tit. 15, § 1065 \(2024\)](#). Under Title 15, “out-of-cell time” means “time spent outside of the sleeping area, where an individual has the opportunity to exercise or participate in recreation.” “Recreation” means “the individual’s ability to choose from activities that occupy the attention and offer the opportunity for relaxation and may include reading, games, socialization, entertainment, education, and programs.” “Exercise” means “the opportunity for physical exertion.” *Id.* § 1006.

standards,²⁶ CRDF established a unit order that sets a higher standard by requiring that people in custody “be allotted a minimum of two (2) hours per day of out-of-cell time” amounting to 14 hours of out-of-cell time per week.²⁷ CRDF’s unit order further states that, “[u]nless an educational class, religious service, or a self-help group (e.g., Alcoholics Anonymous, Narcotics Anonymous, etc.) has been scheduled for the day room, all inmates shall be allowed out of their cells to use the telephones, vending machines, showers, outdoor recreation area, television, or to socialize with the other inmates housed in the same housing module.”²⁸ Sheriff’s Department policy and the CRDF’s unit order both require staff record out-of-cell-time in the electronic Uniform Daily Activity Log (e-UDAL).²⁹

The Office of Inspector General spoke with people in custody and Sheriff’s Department personnel about their respective concerns with out-of-cell time and conducted an evaluation of out-of-cell time in a general population housing module for a two-week period from June 9 to 22, 2024. A review of e-UDAL and closed-circuit television (CCTV) video revealed inconsistencies in out-of-cell time at CRDF across three areas: amount of time out of cell, number of times out of cell, and time of day out of cell. The review also raised concerns about line personnel’s broad discretion to restrict out-of-cell time and inaccurate and inconsistent documentation.

Insufficient out-of-cell time. In the two-week period reviewed by the Office of Inspector General, CRDF staff failed to provide several people in custody a minimum of two hours per day of out-of-cell time on at least three days, violating CRDF Unit Order 5-23-090.³⁰ Staff also failed to document in the e-UDAL the reason for not providing the minimum required out-of-cell time. On those days, CRDF staff confined several people in this general population module to their cells for approximately 23 hours a day, mirroring conditions in restrictive housing and discipline units. Research shows isolation

²⁶ See Custody Division Manual, [§ 5-13/115.00, *Out of Cell Time*](#).

²⁷ See Custody Division Unit Orders, [5-23-090, *Inmate Out-of-Cell Time*](#).

²⁸ Custody Division Unit Order, [5-23-090, *Inmate Out-of-Cell Time*](#).

²⁹ Custody Division Manual, [§ 5-13/115.00, *Out of Cell Time*](#) (“All out of cell time shall be recorded in the electronic Uniform Daily Activity Log (e-UDAL).”); [CRDF Unit Order 5-23-090](#) (“All permitted out-of-cell activities shall be recorded in the electronic Uniform Daily Activity Log (e-UDAL).”).

³⁰ Data obtained from e-UDAL entries and CCTV footage for June 10, 11, and 15, 2024.

can detrimentally impact the psychological and physiological wellbeing of people in custody and recommends that carceral institutions limit the use of isolation housing.³¹

Inconsistent amounts and schedule of out-of-cell time. The review also detailed that, on multiple dates, custody personnel allowed people out of their cell for varying amounts of time and on different shifts. For example, on June 12, custody personnel provided the lower tier of the module about three hours of out-of-cell time on the AM shift in comparison to approximately two hours of out-of-cell time for the upper tier on the PM shift. On June 21 everyone in the module was allowed out of their cell for the same amount of time but were allowed out on different shifts. People in custody have reported to Office of Inspector General staff that inconsistent out-of-cell access limits their ability to connect with people outside of custody via telephone, particularly school-aged children who can only be reached in the afternoon, and attorneys, who can often only be reached earlier in the day.

People in custody have also reported that inconsistent out-of-cell access and parity issues have contributed to perceptions of favoritism. On at least one date within the review period, June 10, custody personnel allowed one quarter of the module out of their cells at a time. Entries in e-UDAL and CCTV footage show that line staff split the lower tier into two groups and allowed them out of their cell separately for approximately an hour and half each on the morning shift. Contrary to an entry in e-UDAL, CCTV footage reveals staff did not allow any group from the upper tier out on the morning shift. On the afternoon shift, staff allowed the entire upper tier out for approximately three hours and 45 minutes. In sum, the review indicated that the Sheriff's Department allowed one quarter of the module out of their cells for nearly four hours, while they limited out-of-cell time for everyone else to approximately one and a half hours. These inconsistencies tended to average out somewhat over time – for example, over June 9 through June 15, out-of-cell time for people in the upper tier had about 16 to 16.5 hours out-of-cell time, and people in the lower tier had about 17.25 hours. Although there were significant inconsistencies on some days, and there did not seem to be any pattern that suggested CRDF staff followed a schedule or deliberately attempted to make up time lost on days with more time on following days, out-of-cell time for people in the module varied over the week by only about 6%. The difference in out-of-cell time between different people over time seems less problematic than the Department's failure on several days to provide the minimum out-of-cell time required by the unit order

Insufficient justification for restricting out-of-cell time. The review additionally showed that line personnel had broad discretion to restrict programming time without

³¹ Kayla James & Elena Vanko, [Evidence Brief: The Impacts of Solitary Confinement](#), Vera Institute (April 2021).

clearly articulating a security management concern. In one instance, staff cut short programming, noting, “10:35 Program upper tier start; 12:00 Upper tier program ended due to be[ing] loud and not listening to custody personnel when told multiple times to keep the peace[.]” This e-UDAL entry raises concerns about what actions and behaviors constitute legitimate security concerns that justify restricting out-of-cell access. The Office of Inspector General recommends that the Sheriff’s Department prohibit custody personnel from limiting out-of-cell time for behaviors and actions that amount to minor disruptions and hold staff accountable for any violations. To do so, the Department must have clear standards governing line staff’s ability to limit out-of-cell time. Decisions to lock down inmates must carry a significant and clear relationship to safety and security and, as the unit order requires, should be documented clearly and thoroughly in the e-UDAL. As the unit order affords staff broad discretion to lockdown people in custody for perceived or potential safety and security reasons, the order should more clearly require staff to document notifications about safety and security concerns to supervisors, including articulating safety concerns as opposed to unruly behavior that does not rise to the level of a safety concern, in the e-UDAL. CRDF leadership should regularly review out-of-cell time and hold floor sergeants accountable for failing to ensure all modules under their supervision meet the minimum requirements for out-of-cell time required under the unit order.

Inconsistent practices in documenting out-of-cell time. The Office of Inspector General’s review further revealed inaccuracies and inconsistencies with out-of-cell time documentation. In most cases, CRDF personnel logged out-of-cell time under the “Activity Tracking” section of the e-UDAL, selecting a combination of activities such as “Indoor Rec,” “Outdoor Rec,” “Showers,” and/or “Telephones.” But some personnel logged out-of-cell time as a comment under the “Additional Information” section of the e-UDAL.³² Neither CRDF’s unit order nor Sheriff’s Department policy clearly specifies where in e-UDAL out-of-cell time should be logged, creating confusion among custody personnel and resulting in inconsistent documentation.³³ The Office of Inspector General recommends that the Sheriff’s Department clarify policies governing e-UDAL entries to ensure that staff log out-of-cell time consistently.

³² Custody personnel logged out-of-cell time under the “Activity Tracking” section of the e-UDAL on twelve of the days reviewed and logged out-of-cell time as a comment under the “Additional Information” section of the e-UDAL on the two other days.

³³ [CRDF Unit Order 5-29-090](#) includes a note directing that “Each module officer shall document the time of day the cell lights were turned on and off under the “Additional Information” section in the e-UDAL.” A similar note does not exist specifying where in the e-UDAL out-of-cell time should be documented.

Inaccurate documentation of out-of-cell time. The review also raised concerns about the integrity of the Sheriff's Department's data on out-of-cell time. CCTV footage revealed that on three days during the two-week period,³⁴ when custody personnel documented not providing some people in custody any out-of-cell time, the people in question were in fact allowed out of their cells, but custody personnel failed to log the activity in the e-UDAL.³⁵ Other entries in the e-UDAL significantly overstate the amount of time staff allowed people out of their cells. For instance, entries for June 21, 2024, indicate the upper tier was allowed out on the morning shift for 4 hours and 10 minutes, and the entire module was allowed out on the afternoon shift for 4 hours and 10 minutes. However, CCTV footage revealed that each tier was allowed out for approximately 4 hours and 10 minutes, respectively. The upper tier was only allowed out on the morning shift, while the lower tier was only allowed out on the afternoon shift.³⁶ Such inaccurate documentation of out-of-cell time, whether intentional or not, casts doubt on the reliability of Department data.

The Office of Inspector General reported these issues to CRDF leadership in writing and meetings.³⁷ After Office of Inspector General staff emailed CRDF leadership complaints from people in custody related to out-of-cell time, Office of Inspector General staff met with CRDF leadership to discuss possible solutions. CRDF leadership reiterated the expectation that all people in custody housed in general population modules be out of cell at the same time for as much time as possible unless there is an exception to the order. CRDF leadership explained that past attempts to address noncompliance with the Department's expectation and unit order related to out-of-cell time failed to produce sustained compliance.

³⁴ e-UDAL entries for Module 3800 indicate the upper tier was not allowed any out-of-cell time on June 9, the lower tier was not allowed any out-of-cell time on June 11, and the lower tier was not allowed any out-of-cell time on June 17.

³⁵ For example, in Module 3800, on June 9, no staff documented out-of-cell time on the morning shift, but CCTV footage reveals that the upper tier was allowed out of their cells for approximately two and a half hours. Similarly, on June 11, e-UDAL entries reflect no documented out-of-cell time for the afternoon shift, but CCTV footage shows that staff allowed the lower tier out of their cells on the afternoon shift for approximately two and a half hours.

³⁶ e-UDAL entries misrepresent that on June 21, everyone in Module 3800 was allowed out-of-cell time together on the PM shift from 15:10 to 19:20. CCTV reveals the upper tier was allowed out for approximately 4 hours and 10 minutes (from 9:20 to 13:30) (AM shift) and lower tier was also allowed out for about 4 hours and 10 minutes (from 15:10 to 19:20) (PM shift).

³⁷ Office of Inspector General staff members emailed CRDF leadership on June 10, June 11, and July 9, 2024; reported issues to CRDF leadership in person on June 10, 2024; and met with CRDF leadership on June 25, 2024.

On July 23, 2024, CRDF leadership shared with Office of Inspector General staff an out-of-cell time directive that was sent to all CRDF personnel. The directive requires that module staff allow people in moderate-observation and general population housing to program one tier at a time on the morning and afternoon shifts, respectively, and that they be offered a minimum of three hours out of their cell on each shift for a total of six hours per day. Deviation from the schedule requires the approval of the on-duty watch commander and should be documented in the e-UDAL. Module personnel are also required to document programming refusals, significant information and unusual activity related to out-of-cell time and a range of other activities in the e-UDAL. The directive also calls for the early morning Title 15 Safety Check Sergeant to conduct daily audits of the e-UDAL to ensure documentation accuracy, and log findings. CRDF leadership report that the policies and procedures in the directive will remain in effect until further notice. The Office of Inspector General recognizes that, by significantly increasing requirements for out-of-cell time, documentation, and auditing, the new directive represents significant progress. CRDF leadership recognizes that its unit order must also be revised to reflect these changes. In revising the unit order, transparency and accountability will be key to achieving compliance with Sheriff's Department policy. The Department must avoid vague and permissive language in unit orders or policy revisions. Supervisorial staff must regularly monitor out-of-cell time through direct supervision and compliance audits to ensure both that staff accurately document out-of-cell time and that they consistently provide out-of-cell time according to policy. Where audits reveal inaccuracies in documentation, supervisors must address those inaccuracies with staff to ensure future compliance. To the extent this monitoring shows failure to adhere to policies or unit orders, the Department must hold staff accountable.

Pregnant People in Custody at Century Regional Detention Facility (CRDF)

Over the past several months, the Office of Inspector General has received complaints from pregnant people in custody and their loved ones regarding prenatal diets and access to bottled water, unstructured out-of-cell time for large muscle exercise, and issues with the use of restraints.

The care of incarcerated pregnant and post-partum people poses significant challenges. In addition to the issues faced by many justice-involved people — complex histories of trauma, poor nutrition, substance use, mental illness, chronic medical conditions, low socioeconomic status, and limited social support systems — the stressors of carceral

settings increase risks of miscarriage, premature birth, cesarean section, or complex birth for pregnant people in custody.³⁸

CRDF is the main housing location for incarcerated females within Los Angeles County jail system. The Office of Inspector General monitors gender responsive and reproductive justice issues at CRDF, including access to care for pregnant and post-partum people, focusing on issues including the provision of bottled water and prenatal diets, access to unstructured out-of-cell time for large muscle exercise, labor and delivery, visitation with newborns, and release to community programs. The Office of Inspector General previously addressed this issue in a 2018 report, [Services and Programs Offered to Pregnant Prisoners and Mothers](#) and have revisited the issue in its quarterly [report to the Board](#) on reform and oversight for the first quarter of 2022.

From April 1 to June 30, 2024, the Sheriff's Department reported housing a total of 74 pregnant people in custody at CRDF in various modules throughout the facility based on classification status. Office of Inspector General staff interviewed 32 pregnant people in custody during this timeframe.³⁹

Bottled Water and Prenatal Diets

Prior to 2018, the Sheriff's Department did not provide bottled water to pregnant people in custody and required them to purchase it themselves or drink from facility water fountains and sinks in their cells. While the Office of Inspector General was preparing its 2018 report, the Sheriff's Department began providing four 16.9 oz. bottles of water per day with prenatal diets. In November 2021, the Office of Inspector General and the Sybil Brand Commission notified CRDF leadership that several pregnant people in custody complained that bottled water was missing from their meals and that the four bottles provided were often insufficient. In response, CRDF began providing each pregnant person with six bottles of water per day (two bottles distributed at each meal), enough to meet the recommended daily water intake for pregnant people.⁴⁰

³⁸ Susan Hatters Friedman, Aimee Kaempf, and Sarah Kauffman, [The Realities of Pregnancy and Mothering While Incarcerated](#), J. Am. Acad. Psych. & L. Online (May 2020).

³⁹ Of the 74 pregnant people identified by Correctional Health Services, 35 were released prior to Office of Inspector General staff outreach and the remaining 7 refused to be interviewed, had false positive pregnancy tests, or had early term miscarriages. The Office of Inspector General does not have the information regarding how many of the 74 persons identified as pregnant upon intake at IRC continue with the pregnancy. All 74 are classified as pregnant in this report consistent with the Sheriff's Department assigned that classification.

⁴⁰ American College of Obstetricians and Gynecologists [Nutrition During Pregnancy FAQ](#) (June 2023).

All pregnant persons interviewed by Office of Inspector General staff reported receiving their appropriate prenatal diet and six bottles of water per day. Some of the pregnant people interviewed reported that they received extra bottles of water if they requested them, while others reported that Department staff expressed reluctance in providing extra bottles of water absent written directives. CRDF leadership reports that they are in the process of revising unit orders to ensure that all pregnant people receive extra bottles of water upon request. CRDF leadership additionally reported to the Office of Inspector General on May 29, 2024, that the Sheriff's Department had purchased and received point-of-use water filters that were pending installation in all CRDF living modules. At the time of this report, only two living modules have had the filters installed.

Unstructured Out-of-cell Time for Large Muscle Exercise

In pregnancy, physical inactivity and excessive weight gain are recognized as independent risk factors for maternal obesity, gestational diabetes, and other complications.⁴¹ The U.S. Department of Health and Human Services recommends at least 150 minutes of moderate intensity aerobic activity per week during pregnancy and the postpartum period.⁴²

As discussed in the previous section, California regulations require that county jail facilities allow people in custody a minimum of 10 hours of out-of-cell time each week for exercise.⁴³ In addition, CRDF offers pregnant people an additional 45 minutes for large muscle exercise through dedicated timeslots to walk in the day room or the recreation room within their housing module.⁴⁴ Although the Sheriff's Department reports offering opportunities for this additional large muscle exercise once daily on alternating AM/PM shifts (e.g., Monday 7 a.m., Tuesday, 7 p.m., Wednesday 7 a.m., etc.), several pregnant people reported having to choose between sleep or large muscle exercise in the morning, as the program was conducted as early as 7:00 a.m. and often

⁴¹ Committee on Obstetric Practice, American College of Obstetricians and Gynecologists, [Committee Opinion No. 804: Physical Activity and Exercise During Pregnancy and Postpartum Period](#) (Apr. 2020).

⁴² U.S. Department of Health and Human Services. [Physical Activity Guidelines for Americans, 2nd ed.](#) (2018), at p.80.

⁴³ [Cal. Code Regs., tit. 15, § 1065 \(2024\)](#). Under Title 15, “out-of-cell time” means “time spent outside of the sleeping area, where an individual has the opportunity to exercise or participate in recreation.” “Recreation” means “the individual's ability to choose from activities that occupy the attention and offer the opportunity for relaxation and may include reading, games, socialization, entertainment, education, and programs.” “Exercise” means “the opportunity for physical exertion.” [Id. § 1006](#).

⁴⁴ CRDF Unit Order [5-23-090 Inmate Out-of-Cell Time](#).

prior to breakfast.⁴⁵ The Sheriff's Department reported when pregnant people refused to participate in large muscle exercise in the morning, they have to wait until the following evening to be offered large muscle exercise again, exceeding 24 hours from the initial offering. Pregnant people housed in discipline reported to the Office of Inspector General that they often were unable to participate in large muscle exercise altogether.

The Office of Inspector General analyzed entries made in e-UDAL to determine whether Sheriff's Department staff appropriately documented opportunities for large muscle exercise. The analysis showed inconsistencies in documentation during this reporting period. Only 66% of the modules that housed pregnant people documented offering large muscle exercise. Several pregnant persons reported that although they may have refused the morning large muscle exercise, some staff would allow them to walk later in the same day. However, staff did not document these accommodations.

The Office of Inspector General recommends that the Sheriff's Department offer pregnant people the opportunity to participate in large muscle exercise after breakfast is served on the AM shift or offer opportunities twice daily to ensure that pregnant persons receive the opportunity to meet their exercise needs. In addition, the Department should take steps to ensure they offer pregnant people housed in discipline or restrictive housing modules the opportunity for large muscle exercise. The Office of Inspector General also recommends that CRDF leadership audit e-UDAL entries to ensure that module staff accurately document the large muscle exercise provided to pregnant people in custody.

Release of pregnant persons from custody

The Office of Inspector General previously reported on efforts by the Sheriff's Department and the Department of Health Services Correctional Health Services (CHS) to limit the number of pregnant people confined in its facilities by supporting diversion to community-based services.⁴⁶ The Department cites several reasons related to the criminal charges or procedural status of each person's criminal case that preclude pregnant people from release. The Department also cites barriers to timely placement and release outside of its control, such as rigid placement criteria for many community-based organizations. The Department reports that from April 1 through June 30, 2024,

⁴⁵ Proper sleep also promotes mental and physical health, and women often face greater difficulty sleeping during pregnancy. See [What You Should Know About Sleep](#) and [Insomnia](#), U.S. Department of Health and Human Services, Office of Women's Health.

⁴⁶ Los Angeles County Office of Inspector General, [Reform and Oversight Efforts – Los Angeles County Sheriff's Department – October to December 2021](#).

35 pregnant persons were released. Of those persons released, approximately 40% were diverted from custody through the Office of Diversion and Re-entry or other community-based rehabilitative programs; approximately 55% were released by courts on bond or following full adjudication of their criminal cases, and; approximately 5% were transferred to other jurisdictions.

Labor and Delivery

The Office of Inspector General interviewed three people housed at CRDF who delivered their babies at the hospital and remained in custody postpartum. All three reported that the Sheriff's Department provided them with time to bond with their newborn babies before returning to jail. The Sheriff's Department recognizes parent and child bonding during the initial hour following birth, commonly referred as "The Golden Hour."⁴⁷ During this time, the person in custody is able to engage in skin-to-skin contact with the newborn infant, which increases emotional bonding between mother, baby and loved ones present for the birth. By providing this dedicated time, newborn babies are provided the opportunity to benefit from the initial contact with their mother. Additionally, CHS policy states that, upon return to CRDF, all post-partum people are screened to ensure that they are provided mental health services as appropriate, to assist with the separation from their child.

During this reporting period, one person in custody experienced a miscarriage and subsequent stillbirth delivery at Los Angeles General Medical Center (LAGMC). Although the person experienced the miscarriage while at CRDF, she opted to have a delayed stillbirth delivery so that she could make necessary funeral arrangements for her infant. The Office of Inspector General reviewed patient care in response to the event and noted CHS provided adequate trauma-informed support services including chaplain and mental health services, both while the individual was notified of the miscarriage and again upon her subsequent return to LAGMC for delivery of her stillborn infant. The person reported to Office of Inspector General staff that she experienced significant emotional duress while undergoing medical treatment, and that she did not perceive Sheriff's Department staff to be "compassionate." The Sheriff's Department reported that, due to patient confidentiality concerns, non-medical staff would not be aware of the pregnancy complications that people in custody experience. The Office of Inspector General recognizes the importance of patient confidentiality for people in custody. But CHS and the Sheriff's Department should take steps to ensure that confidentiality does not pose a barrier to pregnant people (or other people with

⁴⁷ Neczypor J.L., Holley S.L., *Providing Evidence-Based Care During the Golden Hour* (Dec. 2017) 21 Nursing for Women's Health, vol. 6, pp. 462-472.

medical needs) receiving appropriate care and support. The Office of Inspector General recommends that deputies working directly with pregnant people in custody receive proper training on trauma-informed practices to best supervise the pregnant and post-partum population, as they pose higher risks for behavioral concerns stemming from emotional trauma related to their pregnancy. Both the Department and CHS should inform pregnant people that deputies will not know about even the most significant medical facts related to their pregnancy unless the person informs them directly or provides written consent to CHS to release information.

In-Custody Deaths

Between April 1 and June 30, 2024, eight people died in the care and custody of the Sheriff's Department. The Department of Medical Examiner's (DME) website currently reflects the manner of death for six deaths: five deaths were natural, and one death was accidental. For the remaining two deaths, the DME findings remain deferred.⁴⁸ Three people died at Twin Towers Correctional Facility (TTCF), one died at North County Correctional Center (NCCF), one died at Century Regional Detention Facility (CRDF), one died at Lancaster Station Jail, and two died at hospitals where they had been transported from the jails. The Sheriff's Department posts the information regarding in-custody deaths on a [dedicated page on Inmate In-Custody Deaths on its website](#).⁴⁹

Office of Inspector General staff attended the Custody Services Division (CSD) Administrative Death Reviews for each of the eight in-custody deaths. The following summaries, arranged in chronological order, provide brief descriptions of each in-custody death:

Two people of the people who died this quarter were housed in CRDF pod 1400 immediately prior to their deaths. CRDF 1400 is an intake pod for individuals who

⁴⁸ In the past, the Office of Inspector General has reported on the preliminary cause of death as determined by the Medical Examiner, Correctional Health Services personnel, hospital personnel providing care at the time of death, and/or Sheriff's Department Homicide investigators. Because the information provided is preliminary, the Office of Inspector General has determined that the better practice is to report on the manner of death. There are five manner of death classifications: natural, accident, suicide, homicide, and undetermined. Natural causes include illnesses and disease and thus deaths due to COVID-19 are classified as natural. Overdoses may be accidental, or the result of a purposeful ingestion, the Sheriff's Department and Correctional Health Services (CHS) use evidence gathered during the investigation to make a preliminary determination as to whether an overdose is accidental or purposeful. Where the suspected cause of death is reported by the Sheriff's Department and CHS, the Office of Inspector General will include this in parentheses.

⁴⁹ [Penal Code § 10008](#) requires that within 10 days of any death of a person in custody at a local correctional facility, the facility must post on its website information about the death, including the manner and means of death, and must update the posting within 30 days of a change in the information.

require further medical or mental health evaluation before they are assigned to permanent housing — including people undergoing drug and alcohol detox, the sudden cessation of drugs or alcohol that can lead to withdrawal in a habitual user. In the past two years, four people in custody have been housed in this module immediately prior to their deaths. In contrast, no one has died in the drug and alcohol detox pod at IRC. The Office of Inspector General recommends that the Sheriff's Department review the four deaths and protocols in the module in order to identify any changes, additional safeguards or other corrective action needed to ensure that the health and safety of people housed in CRDF 1400.

Date of Death: April 5, 2024

*Custodial Status: Sentenced.*⁵⁰

Custody personnel at TTCF Correctional Treatment Center (CTC) found an unresponsive person on the floor of their cell. CHS staff and paramedics rendered emergency aid and CHS staff administered three doses of Narcan. The person died at the scene. Preliminary manner of death: Natural. The DME website currently reflects the manner of death as natural, and the cause of death as ischemic heart disease.

Date of Death: April 9, 2024

Custodial Status: Pre-trial.

Custody personnel conducting Title 15 safety checks at TTCF found an unresponsive person on the floor of his cell. Sheriff's Department staff, CHS staff, and paramedics rendered emergency aid, including administering three doses of Narcan. The person died at the scene. A review of the person's incarceration records revealed that he was transported to TTCF from a dorm in MCJ two days before he died. Closed Circuit Television (CCTV) from the dorm at MCJ showed that, immediately before the person was transported to TTCF, he was on the floor of the dorm in different positions, seemingly unable to rise, for approximately 22 hours. The video additionally showed that during hourly Title 15 safety checks people in custody appeared to wave their arms to get assistance from the staff member conducting the check, who walked to the individual and appeared to speak to him briefly before leaving. Staff did not transport the person to TTCF for a higher level of care until after he had defecated on himself. Areas of concern include the quality of Title 15 safety checks at MCJ, the quality of Title 15 safety checks at TTCF, custody personnel's emergency response, and CHS staff's

⁵⁰ For purposes of custodial status, "Pre-trial" indicates that the person is in custody awaiting arraignment, hearing, or trial. "Convicted, Pre-sentencing" indicates that the person is being held in custody based on a conviction, pending sentencing, on at least some charges, even if they are in pre-trial proceedings on other charges. "Sentenced" indicates that the person is being held on the basis of a sentence on at least some charges, even if they are in pre-trial proceedings on other charges.

medical and mental health intake assessments. Preliminary manner of death: Natural. The DME website reflects that the manner of death was natural, and the cause of death is pulmonary embolism and phlebothrombosis.⁵¹

Date of Death: April 10, 2024

Custodial Status: Pre-trial.

Custody personnel conducting Title 15 safety checks at NCCF found an unresponsive person on their bunk. Sheriff's Department staff, CHS personnel, and paramedics rendered emergency aid, including administering three doses of Narcan. The person died at the scene. Areas of concern include custody personnel's emergency response and the failure to renew prescription medication.⁵² Preliminary manner of death: Accident (Overdose). The DME website reflects the manner of death was accidental, and the cause of death is due to combined effects of methamphetamine and heroin.

Date of Death: April 26, 2024

Custodial Status: Pre-trial.

During a routine detox assessment at CRDF, nursing staff found an individual unresponsive in her cell. Sheriff's Department staff, CHS staff, and paramedics rendered emergency aid, including administering three doses of Narcan. The person died at the scene. Areas of concern include the quality of the detox assessment, why the individual was housed in a cell rather than in the dayroom as required under detox housing protocol, custody personnel's emergency response, and the quality of Title 15 safety checks. Preliminary cause of death: Unknown. The DME website does not currently reflect the manner of death, and the cause of death is deferred.

Date of Death: May 14, 2024

Custodial Status: Pre-trial.

Three days after being booked into custody at CRDF and being placed into the detox

⁵¹ In response to a draft of this report, the Sheriff's Department provided the following response regarding this in-custody death: "Custody Services Division conducted an inquiry into both the frequency and quality of the safety checks. The results of the inquiry revealed the Title 15 checks were in compliance, with the exception of one late check. There was no concern for the quality of the checks. Title 15 personnel did check on and speak to the inmate on several occasions before he was transferred to Twin Towers Correctional Facility (TTCF). Although it is true that he was on the floor for several hours, the inmate was sitting and lying down during different times. He never requested medical assistance or appeared to be in distress. After he defecated on himself, a Behavioral Observation and Mental Health Referral form was completed, and he was transferred to TTCF for a higher-level of care. Additionally, the Department, thus far, has found no indication that other people in custody attempted to summon help for the decedent and were ignored."

⁵² While the expired medication was not reported as a contributing factor in the death, it should still be addressed in the Sheriff's Department's corrective action plan.

unit in module 1400, a person experienced a medical emergency and was transported to St. Francis Medical Center. She returned from the hospital to CRDF and was again placed in module 1400. Seven hours after her return, custody personnel at CRDF discovered her unresponsive on her bunk and notified nursing staff of a health emergency. Sheriff's Department staff, CHS staff, and paramedics rendered emergency aid, including administering three doses of Narcan. Paramedics transported the person back to St. Francis Medical Center, where she was pronounced dead the next day. Areas of concern include an inquiry regarding the provider's plan of care and the quality of the Title 15 Safety Checks. Preliminary cause of death was unknown. The DME website reflects the manner of death as natural, and the cause of death was anoxic encephalopathy and cardiopulmonary arrest.

Date of Death: May 30, 2024

Custodial Status: Pre-trial.

On May 28, 2024, a person in custody with a pre-existing medical condition was transported from CTC to Los Angeles General Medical Center (LAGMC) for medical evaluation. On May 30, 2024, the hospital staff transitioned the person to comfort care, and he was pronounced dead. Preliminary cause of death: Natural. The DME website currently reflects the manner as natural and the cause of death as multiple organ failure and metastatic stomach cancer.

Date of Death: June 5, 2024

Custodial Status: Pending probation violation hearing.

Custody personnel conducting Title 15 safety checks at Lancaster Station Jail found an unresponsive person in his cell. Custody personnel and paramedics rendered emergency aid, including custody personnel administering two doses of Narcan. The person died at the scene. Areas of concern include custody personnel's emergency response. Preliminary cause of death: Unknown. The DME website does not currently reflect the manner of death, and the cause of death is deferred.

Date of Death: June 20, 2024

Custodial Status: Pre-trial.

Custody personnel conducting Title 15 safety checks at TTCF found a person in medical distress on the floor of his cell. Sheriff's Department staff, CHS staff, and paramedics rendered emergency aid, including administering five doses of Narcan. The person died at the scene. Areas of concern include the quality of Title 15 safety checks and custody personnel's emergency response. Preliminary manner of death: Natural. The DME website currently reflects the manner of death as natural, and the cause of death is pulmonary embolism.

In-Custody Overdose Deaths in Los Angeles County Jails

On December 19, 2023, the Board of Supervisors [passed a motion](#) directing the Sheriff's Department to "[c]ollect and track data outlining narcotics recovery in county jail facilities to evaluate the efficacy of drug detection interventions and provide information to the Office of Inspector General," and [s]trengthen existing policy on increasing and conducting more comprehensive searches of the belongings of staff and civilians who enter the facility, beyond visual inspections." The Board also directed the Office of Inspector General to report quarterly on the Sheriff's Department's progress on these mandates, including progress or any recommendations included in Office of Inspector General reports, as well as on the number of in-custody deaths confirmed or assumed to be due to an overdose, and on any additional recommendations related to in-custody deaths.

Of the eight people who died in the care and custody of the Sheriff's Department between April 1 and June 30, 2024, the medical examiner's final reports, including toxicology assessments, confirm that one person died due to an overdose. Toxicology results remain pending for two of the eight deaths and may indicate additional overdose deaths once completed.

Tracking Narcotics Intervention Efforts

The Board's motion directed that the Sheriff's Department "[c]ollect and track data outlining narcotics recovery in county jail facilities to evaluate the efficacy of drug detection interventions." To increase drug detection efforts, the Department must analyze data on how often it performs different interventions and when the use of the intervention resulted in the detection and seizure of narcotics. Data would allow the Department to properly evaluate what interventions are most effective at detecting narcotics, and target drug detection efforts accordingly. The Department reports that it does not presently track narcotics detection in a format that allows data to be analyzed.

According to the Sheriff's Department, custody personnel enter all narcotic seizures into the Los Angeles Regional Crime Information System (LARCIS), a database generally used to track narcotics seizures for criminal prosecution. Although LARCIS contains records of narcotics seized in the jails, LARCIS does not track the scope or duration of drug detection efforts, which would be necessary to evaluate the effectiveness of drug detection methods. Moreover, the only place Sheriff's Department personnel can enter the drug detection intervention used to discover the narcotic into LARCIS is in the narrative, so that the Department cannot search LARCIS for seizures by detection intervention and would have to manually review each entry to compile data on narcotics seized by type of intervention. The Department reports that such a review would be so

labor-intensive as to be impractical and that it therefore cannot compile the data to analyze seizures by drug detection mechanism.

However, the Sheriff’s Department tracks a majority of narcotics detection efforts in multiple Department databases, as set forth in the table below. The Department reports that, because efforts are tracked in separate databases, it cannot compile data into a single dataset for analysis. Additionally, as the Office of Inspector General [reported last quarter](#), the Sheriff’s Department does not require that staff report all narcotics intervention efforts and, even when information is tracked, the Department does not impose specific requirements on data tracking, resulting in inconsistent and unreliable data on narcotics detection efforts.

Narcotics Detection Mechanism	Department Database Where Data is Tracked
Body Scanner	Electronic Line Operations Tracking System (e-LOTS)
Contraband Watch	e-LOTS
Mail Searches	Not tracked
Dorm Searches	e-LOTS, Watch Commander Log
Cell Searches	Custody Automated Reporting and Tracking System (CARTS)
K9 Assisted Searches	K9 Log, Watch Commander Log
Staff Searches	Individual Facility Staff Search Logs, Watch Commander Log
Visiting	e-LOTS, Watch Commander Log
Off-Grounds Recovery (i.e., hospital, inmate worker outside maintenance, etc.)	Not tracked

The Sheriff’s Department takes the position that constructing an all-encompassing jail management data system would best support the Department’s efforts to track narcotics recovery and evaluate the efficacy of drug detection interventions. The Office of Inspector General has previously recommended that the Department examine ways to comply with the Board’s directive by improving reporting requirements for staff and compiling data on detection interventions and seizures using existing technologies. The

Department reports that it currently does not have the capacity to build a mechanism to track narcotics seizure by drug detection mechanism, nor is it able to compile extractable data collected in LARCIS to evaluate the efficacy of drug detection intervention.

Improving Searches of Staff and Civilians

The Board's second directive required that the Sheriff's Department "[s]trengthen existing policy on increasing and conducting more comprehensive searches of the belongings of staff and civilians who enter the [jails]." The Department previously reported its current policy grants the Department broad authority to search staff and civilians entering the jails, so that no changes to existing Department policy are required to implement more comprehensive searches. The Department previously reported that it planned to implement more frequent unannounced and randomized staff searches beginning in May 2024.⁵³

All jail facilities reported conducting unannounced searches during the previous quarter, beginning in May as planned, though the comprehensiveness of the searches varied across facilities. Prior to May 2024, the K9 handling team sent a briefing to jail leadership stating that they would be available upon request to assist facilities in conducting searches, and almost all facilities reported utilizing K9 units to supplement their search efforts in the second quarter. All 13 K9s are trained to detect narcotics (including fentanyl) and alcohol. Two K9s are cross trained to detect electronics and cellular phones. Each time the Department deployed K9 units to assist facility staff and civilian searches, the K9 searched Department staff, civilians, and property entering the facility.

Office of the Inspector General staff met with each facility's leadership to inquire about each facility's search efforts from April 1 through June 30, 2024, and detail what each reported about their efforts and challenges below.

⁵³ This report uses the term "staff search" to mean the search of all staff and civilians entering the facility during a single shift change for Sheriff's Department personnel at a facility. Such search would entail searching Sheriff's Department personnel and CHS workers.

Facility	# Staff Searches	# Staff Searches with K9	Minimum Search Requirement	Search Conducted Inside Security	Search Evasion Concerns	Where Searches are Logged
MCJ	Not Tracked	7	Yes	No	Yes	Watch Commander Log
TTCF	Not Tracked	1	Yes	Yes	Yes	Watch Commander Log
IRC	Not Tracked	2	Yes	Yes	Yes	Watch Commander Log
CRDF	Not Tracked	1	Yes	No	Yes	Watch Commander Log
NCCF	15	5	Yes	Yes	No	Watch Commander Log
PDC-North	19	0	No	Yes	Yes	Watch Commander Log & Staff Search Log
PDC-South	28	4	Yes	Yes	No	Staff Search Log

Men's Central Jail

MCJ tracks staff searches in the facility Watch Commander Log. The log indicates that the facility completed a staff search but does not denote how long the search was in effect or how many people were searched. MCJ staff report that they cannot extract search information entered in the Watch Commander Log and so cannot provide data on how many staff searches have been conducted between April 1 and June 30, 2024. Custody Investigative Services tracks searches conducted with K9 assistance and reported that the K9 assisted with staff searches seven times at MCJ between April 1 and June 30, 2024. MCJ assigns sergeants to conduct staff searches on a randomized schedule. MCJ leadership attempts to conduct staff searches as frequently as possible but requires that at least one search be conducted one time per week for each of the three shifts.⁵⁴ MCJ conducted three staff searches with K9 assistance prior to the Sheriff's Department directive requiring that facilities begin staff searches in May 2024.

MCJ provides lockers outside security for staff to store items that are prohibited in jail facilities, such as cell phones and department-issued firearms. MCJ conducts staff

⁵⁴ Custody facilities, like many units across the Sheriff's Department, schedule staff to work in three shifts: a morning or "AM" shift, an afternoon to evening or "PM" shift, and a night to early morning or "EM" shift.

searches outside security, directly in front of the sole secured entrance to the jail. Because people in custody housed at MCJ regularly walk through the facility to engage in programming and receive medical care, it is difficult for MCJ to conduct searches inside security. Yet because staff can observe searches being conducted before they enter security, they may anticipate, evade, or alert others of a search. Any employees with contraband could observe the search prior to entering the facility and simply return to their cars to leave the contraband and then bring contraband into the facility another day or after the search ended.

MCJ staff searches consist of both enforcing the clear bag policy and observing items inside clear bags. Since commencing staff searches, MCJ has not seized any contraband.

Twin Towers Correctional Facility

TTCF tracks staff searches in the facility Watch Commander Log. The log indicates that the facility completed a staff search but does not denote how long the search was in effect or how many people were searched. TTCF staff report that they cannot extract search information from the Watch Commander Log and therefore cannot provide data on how many staff searches have been conducted between April 1 and June 30, 2024. Custody Investigative Services tracks searches conducted with a K9 and reported that the K9 assisted with staff searches one time at TTCF between April 1 and June 30, 2024. TTCF conducts searches on a randomized schedule but requires that at least one search be conducted one time per week during each of the three shifts. When introducing staff searches in May 2024, the TTCF facility captain conducted staff searches alongside the sergeants tasked with conducting staff searches.

TTCF provides lockers outside security for staff to store items that are prohibited in jail facilities. TTCF conducts staff searches inside security at staff check-in, but in an area visible from outside security. Because staff can see when searches are being conducted before they enter the facility, they may anticipate, evade, or alert others of a search.

TTCF staff searches consist of both enforcing the clear bag policy and observing items inside clear bags. Since commencing staff searches, TTCF has identified several CHS workers bringing cell phones into the facility, in violation of policy. TTCF reports that when staff are identified attempting to bring electronic devices in the facility, the facility informs CHS leadership and the staff member is instructed to contain the electronic device outside of security. The Sheriff's Department did not report that any additional action was taken as far as employee discipline.

Inmate Reception Center

IRC tracks staff searches in the facility Watch Commander Log. The log indicates that the facility completed a staff search but does not denote how long the search was in effect or how many people were searched. IRC staff report that they cannot extract search information from the Watch Commander Log and therefore cannot provide data on how many staff searches have been conducted between April 1 and June 30, 2024. Custody Investigative Services tracks searches conducted with a K9 and reported that the K9 assisted with staff searches two times at IRC between April 1 and June 30, 2024. Staff searches are conducted by sergeants. IRC conducts searches on a randomized schedule but requires that at least one search be conducted one time per week per shift.

IRC provides lockers outside security for staff to store items that are prohibited in jail facilities. IRC conducts staff searches inside security at staff check-in, but in an area that is observable from outside security. Because staff can observe when searches are being conducted, they may anticipate, evade, or alert others of a search. More concerning, IRC's porous layout poses a severe barrier to searches, as IRC is connected to both MCJ and TTCF and has three unstaffed exits. Thus, while staff subject to search at other facilities may be able to evade searches by exiting the facility through a secured entry, staff at IRC are able to evade searches by walking to MCJ or TTCF, exiting the facility through a secured entry, or exiting the facility through one of three unstaffed exits. IRC staff searches consist of both enforcing the clear bag policy and observing items inside clear bags. Since commencing staff searches, IRC has identified several CHS workers bringing cell phones into the facility, in violation of policy. IRC reports that, when staff are identified attempting to bring electronic devices in the facility, the staff member is instructed to contain the electronic device outside of security. The Sheriff's Department did not report that any additional action was taken as far as employee discipline.

Century Regional Detention Facility

CRDF tracks staff searches in the facility Watch Commander Log. The log indicates that the facility completed a staff search but does not denote how long the search was in effect or how many people were searched. CRDF staff report that they cannot extract search information from the Watch Commander Log and therefore cannot provide data on how many staff searches have been conducted between April 1 and June 30, 2024. Custody Investigative Services tracks searches conducted with a K9 and reported that the K9 assisted with staff searches one time at CRDF between April 1 and June 30, 2024. Staff searches are conducted by sergeants, and CRDF conducts searches on a randomized schedule but requires that at least one search be conducted one time per

week per shift. CRDF set up check points to enforce the clear bag policy prior to the Sheriff's Department directive requiring that facilities begin staff searches in May 2024.

CRDF provides lockers outside security for staff to store items that are prohibited in jail facilities. CRDF conducts staff searches outside security, and CRDF leadership uses whiteboards to notify staff of searches while they are happening. Because staff are provided notice of searches and able to observe when searches are being conducted, they may anticipate, evade, or alert others of a search. Prior to introducing staff searches, CRDF leadership distributed a briefing directing the sergeants conducting searches to not detain staff who attempt to evade searches.

CRDF staff searches consist of both enforcing the clear bag policy and observing items inside clear bags. Since commencing staff searches, CRDF has identified several CHS workers bringing cell phones into the facility, in violation of policy. CRDF reports that, when staff are identified attempting to bring electronic devices in the facility, a note is created in the facility Watch Commander log and the staff member is instructed to contain the electronic device outside of security. The Sheriff's Department did not report that any additional action was taken as far as employee discipline.

North County Correctional Facility

NCCF tracks staff searches in the facility Watch Commander Log. The log indicates that the facility completed a staff search but does not denote how long the search was in effect or how many people were searched. . However, NCCF is in the process of working with Sheriff's Department information technology staff to develop a mechanism to track staff searches and was therefore able to report that the facility has conducted 30 staff searches between April 1 and June 30, 2024. Custody Investigative Services tracks searches conducted with a K9 and reported that the K9 assisted with staff searches four times at NCCF between April 1 and June 30, 2024. Staff searches are conducted by sergeants. NCCF conducts searches on a randomized schedule but requires that at least one search be conducted one time per week per shift.

NCCF provides lockers outside security for staff to store items that are prohibited in jail facilities. NCCF staff conducts staff searches inside security at the sole staff check-in station. Because the searches are not observable from outside security, staff cannot anticipate, evade, or alert others of a search.

NCCF staff searches consist of both enforcing the clear bag policy and observing items inside clear bags. When NCCF searching sergeants detect staff attempting to bring non-transparent bags through the facility, searching sergeants provide clear trash bags for staff to transport their belongings. NCCF reports that it has not detected contraband as a result of the searches.

Pitchess Detention Center North

Between April 1, 2024, and June 30, 2024, PDC North conducted 19 staff searches and zero staff searches with K9 assistance. Sergeants are responsible for conducting the searches, but, unlike all other facilities, PDC North does not have a schedule determining when searches should occur. Despite receiving communications from Sheriff's Department executives requiring that each facility begin conducting comprehensive staff searches in May 2024, PDC North did not complete a search until June 11, 2024, the day before Office of Inspector General staff met with PDC North leadership about staff searches.

PDC North leadership reported that their facility layout presents challenges to conducting searches. Specifically, the facility's administrative building located within security where staff can use lockers to store items generally prohibited in jail facilities, such as cell phones and department-issued firearms. Staff work modules are located across from the administrative building. Due to this design, facility leadership determined that staff searches must be conducted in open areas outside of each module so that staff were able to secure their belongings in the administrative building. The facility lacks a hard boundary between secured and unsecured areas, so that staff can anticipate and evade searches.

PDC North reported that the search consisted of enforcing clear bag policies. PDC North leadership stated that the sergeants tasked with conducting searches did not inspect or remove items inside bags because PDC leadership could not locate a table. PDC North leadership has since procured tables to allow sergeants to more thoroughly search staff property entering the jail. During the meeting with Office of Inspector General staff, PDC staff incorrectly reported that they did not have authority to search CHS workers entering the facility. Approximately five weeks after meeting with Office of Inspector General staff, PDC North reported that CHS staff were subject to search.

PDC North leadership reported that they had not detected any contraband as a result of the search. Searches conducted at PDC North are logged both in the facility Watch Commander log and in a Staff Search log.

PDC North leadership articulated resistance to deploying staff searches, stating that they were concerned that the searches may make staff "feel like criminals."

Pitchess Detention Center South

Between April 1 and June 30, 2024, PDC South conducted 28 staff searches and 4 staff searches with K9 assistance. Staff searches are conducted by sergeants. PDC South conducts searches on a randomized schedule but requires that at least one search be conducted one time per week per shift. PDC South leadership reported that the facility

consistently conducted searches prior to the Sheriff's Department directive requiring that facilities begin staff searches in May 2024.

PDC South provides lockers outside security for staff to store items that are prohibited in jail facilities. PDC South adjusted the location of its check-in point so that staff would already be inside security when searched, which prevents staff from anticipating, evading, or alerting others of a search. PDC South leadership stated that it has issued progressive discipline consistently and without exception for staff who bring prohibited items (specifically cell phones) through security. PDC South leadership reported that progressive discipline has effectively deterred staff bringing prohibited items into the jail, as PDC South has not seized any contraband since they began tracking searches in 2024.

PDC South also reported implementing strategies to improve staff transparency and morale. For example, PDC South provided additional refrigerators and microwaves to deter staff from bringing coolers and large lunch containers which can obstruct visual bag searches. In addition to enforcing clear bag policies, sergeants use a ruler to dig through and inspect items inside clear bags. PDC South has relied on the support of K9 units and require that the K9s sniff staff and property entering the facility. However, PDC South leadership stated that it would not allow K9s to search staff meals due to sanitation concerns about K9s sniffing food. While there may be some basis for these concerns, the exception for food creates an obvious vulnerability that staff could easily exploit: in 2010, a Sheriff's Department deputy attempted to smuggle heroin concealed in a burrito into a jail.⁵⁵ Searches conducted at PDC South are logged both in the facility Watch Commander log and in a customized Staff Search log.

Office of Inspector General Findings

Sheriff's Department leadership has reported that technological assistance, including the purchase and deployment of body scanners and X-ray machines, would supplement the Department's efforts to detect staff bringing contraband into the jails. Several facility leaders reported that, because staff searches presently occur during shift change, staff may still leave the facility during their shift and bring contraband into the facility when searches are not being conducted. Thus, these facility leaders recommended that the Sheriff's Department employ a fulltime security officer to search staff at each facility entrance/exit.

⁵⁵ Robert Faturechi and Jack Leonard, [Heroin in a burrito allegedly smuggled by L.A. County deputy into courthouse jail](#), Los Angeles Times (Jan. 12, 2012).

Despite the Sheriff's Department's limited resources, all facilities should at least follow the efforts made by PDC South's leadership in conducting staff searches. Specifically, the Office of Inspector General recommends that each jail conducts searches at a single checkpoint inside security that entering staff cannot observe from outside security, that jail leadership issues progressive discipline to staff who bring contraband into the jails, and that each facility develop and use a staff search tracker to record data on the number of staff searches conducted and contraband detected as a result of the search, since the Department reports it cannot extract data for analysis from Watch Commander logs.

Status of Progress on Recommendations and Board Directives

The Office of Inspector General collaborated on a report with the Chief Executive Office, [Chief Executive Office's report Enhancing Illegal Drug Detection in the Jails and Courts](#). As mentioned in the CEO's report, the Office of Inspector General's top priority to prevent overdose deaths is to reduce the jail population to a manageable level that allows for adequate care and supervision of inmates. While the population is lower than it has been historically, facility conditions and staff levels are insufficient to provide the type of care needed to prevent most or all overdose deaths.

The Office of the Inspector General previously reported on the status of the proposals made by the Sheriff's Department and referenced in both the CEO's report and the Board's motion. There has been no change in the status of any of those proposals.

Office of Inspector General Site Visits

The Office of Inspector General regularly conducts site visits and inspections at Sheriff's Department custodial facilities. In the second quarter of 2024, Office of Inspector General personnel completed 197 site visits, totaling 446 monitoring hours, at CRDF, IRC, LACMC, MCJ, Pitchess Detention Center (PDC) North, PDC South, PDC East, NCCF, TTCF and station jails located in Palmdale, Lancaster, and East Los Angeles.⁵⁶

As part of the Office of Inspector General's jail monitoring, Office of Inspector General staff attended 171 Custody Services Division (CSD) executive and administrative meetings and met with division executives for 247 monitoring hours related to uses of force, in-custody deaths, COVID-19 policies and protocols, Prison Rape Elimination Act (PREA) audits, and general conditions of confinement.

⁵⁶ These figures include site visits and meetings related to monitoring for compliance with the Prison Rape Elimination Act ("PREA").

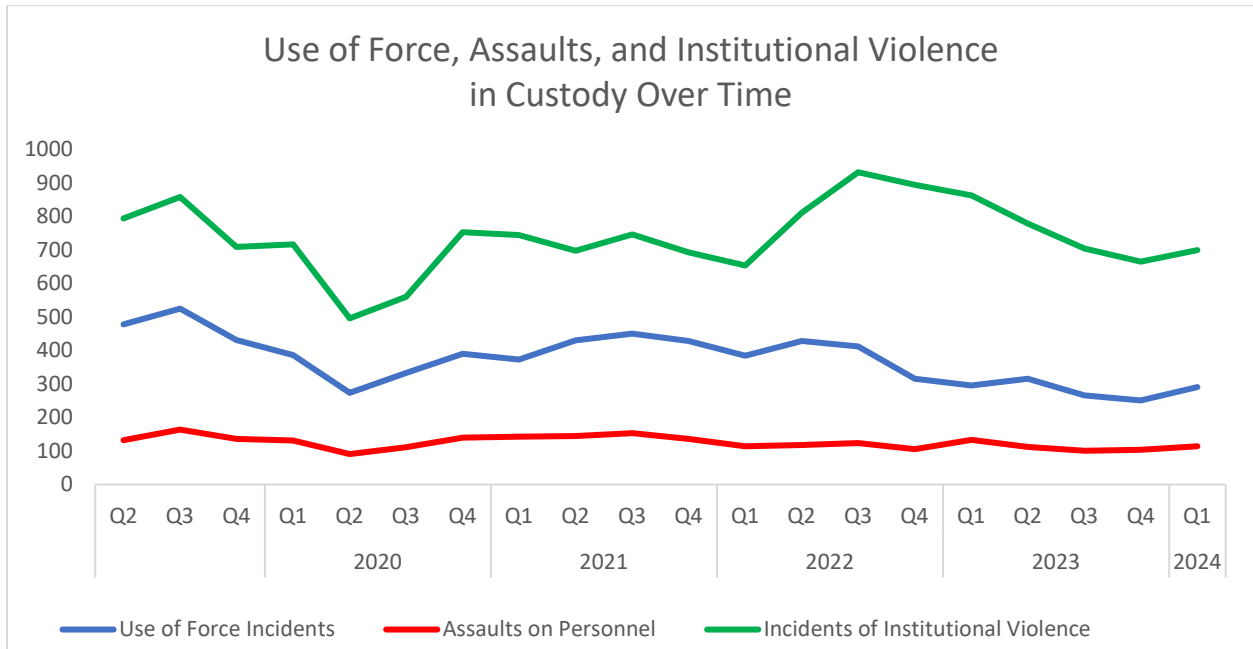
Use-of-Force Incidents in Custody

The Office of Inspector General monitors the Sheriff's Department's use-of-force incidents, institutional violence, and assaults on Sheriff's Department or CHS personnel by people in custody.⁵⁷ The Sheriff's Department reports the following numbers for the uses of force and assaultive conduct for people in its custody.⁵⁸

		Use of Force Incidents	Assaults on Personnel	Incidents of Institutional Violence
2019	2 nd Quarter	478	132	794
	3 rd Quarter	525	164	858
	4 th Quarter	431	136	709
2020	1 st Quarter	386	131	717
	2 nd Quarter	274	91	496
	3 rd Quarter	333	111	560
	4 th Quarter	390	140	753
2021	1 st Quarter	373	143	745
	2 nd Quarter	430	145	698
	3 rd Quarter	450	153	746
	4 th Quarter	428	136	693
2022	1 st Quarter	384	114	654
	2 nd Quarter	428	118	811
	3 rd Quarter	412	124	932
	4 th Quarter	316	106	894
2023	1 st Quarter	296	133	863
	2 nd Quarter	316	112	779
	3 rd Quarter	266	101	704
	4 th Quarter	251	104	665
2024	1 st Quarter	291	114	700

⁵⁷ Institutional violence is defined as assaultive conduct by a person in custody upon another person in custody.

⁵⁸ The reports go through the quarter of 2024 because the Sheriff's Department has not yet verified the accuracy of reports for the second quarter of 2024. The Department in early 2024 noted corrected information for assaults on personnel and incidents of institutional violence for the first quarter of 2022, which is reflected here and which differs from uncorrected information reported in quarterly reports for 2022 and 2023.



HANDLING OF GRIEVANCES AND COMMENTS

Office of Inspector General Handling of Comments Regarding Department Operations and Jails

The Office of Inspector General received 390 new complaints in the second quarter of 2024 from members of the public, people in custody, family members and friends of people in custody, community organizations and County agencies. Each complaint was reviewed by Office of Inspector General staff.

Of these grievances, 365 related to conditions of confinement within the Department’s custody facilities, as shown in the chart below:

Grievances/Incident Classification	Totals
Medical	173
Personnel Issues	39
Classification	31
Living Condition	25
Food	21
Transportation	17
Property	9
Mail	7

Bedding	6
Education	6
Showers	5
Telephones	4
Visiting	4
Commissary	1
Other	17
Total	365

Twenty-five complaints related to civilian contacts with Department personnel by persons who were not in custody, as shown in the chart below:

Complaint/Incident Classification	Totals
Personnel	
Improper Detention	4
Improper Tactics	3
Harassment	3
Off Duty Conduct	3
Criminal Conduct	2
Dishonesty	2
Discourtesy	1
Neglect of Duty	1
Force	1
Service	
Policy Procedures	1
Response Time	1
Other	3
Total	25

Handling of Grievances Filed by People in Custody

The Sheriff's Department has not fully implemented the use of computer tablets in its jail facilities to capture information related to requests, and eventually grievances, filed by people in custody. There are currently 83 iPads installed in jail facilities: 46 at TTCF; 12 at MCJ; and 25 at CRDF. During the second quarter there were 6 new installations and iPad replacements. The Department had 68 iPads reconnected during this period.

The Sheriff's Department continues to experience malfunctioning iPads and have identified power source problems as the major cause. To rectify this issue, the

Department reports that Facility Services Bureau is currently working to install dedicated data drops and power supply for the iPads. The Department also reports that outdated equipment also contributes to the problem. Custody Support Services Bureau – Correctional Innovative Technology Unit (CITU) recently acquired two new MacBooks to use to reconfigure and program the iPads. The new MacBooks are currently being prepared and programmed by Data Systems Bureau. With the MacBooks, the Department reports CITU can update applications for outdated iPads. The Department states that CITU is also monitoring the Wi-Fi connectivity issues and exploring alternative solutions to assist with strengthening the Wi-Fi signal.

As [previously reported](#), the Sheriff's Department implemented a policy in December 2017 restricting the filing of duplicate and excessive grievances by people in custody.⁵⁹ The Sheriff's Department reports that between April 1 and June 30, 2024, no one in custody had been placed on restrictive filing and it therefore did not reject any grievances under this policy.

The Office of Inspector General continues to raise concerns about the quality of grievance investigations and responses, which likely increases duplication and may prevent individuals from receiving adequate care while in Sheriff's Department custody.

Sheriff's Department's Service Comment Reports

Under its policies, the Sheriff's Department accepts and reviews comments from members of the public about departmental service or employee performance.⁶⁰ The Sheriff's Department categorizes these comments into three categories:

- External Commendation: an external communication of appreciation for and/or approval of service provided by the Sheriff's Department members;
- Service Complaint: an external communication of dissatisfaction with the Sheriff's Department service, procedure, or practice, not involving employee misconduct; and

⁵⁹ See Los Angeles County Sheriff's Department, Custody Division Manual, [§ 8-04/050.00, Duplicate or Excessive Filings of Grievances and Appeals, and Restrictions of Filing Privileges](#).

⁶⁰ See Los Angeles County Sheriff's Department, MPP, [§ 3-04/010.00, Department Service Reviews](#).

- Personnel Complaint: an external allegation of misconduct, either a violation of law or Sheriff's Department policy, against any member of the Sheriff's Department.⁶¹

The following chart lists the number and types of comments reported for each station or unit.⁶²

INVESTIGATING BUREAU/STATION/FACILITY	COMMENDATIONS	PERSONNEL COMPLAINTS	SERVICE COMPLAINTS
ADM : CENTRAL PATROL ADM HQ	0	1	0
ADM : DETECTIVE DIV HQ	1	0	0
ADM : PROF STANDARDS ADM HQ	1	0	0
AER : AERO BUREAU	1	1	0
ALD : ALTADENA STN	1	1	0
CCS : COMMUNITY COLLEGE BUREAU	3	0	0
CEN : CENTURY STN	4	2	1
CER : CERRITOS STN	2	1	0
CMB : CIVIL MANAGEMENT BUREAU	5	4	3
CNT : COURT SERVICES CENTRAL	2	1	2
COM : COMPTON STN	1	8	3
CRD : CENTURY REG DETEN FAC	1	1	0
CRV : CRESCENTA VALLEY STN	10	4	0
CSB : COUNTY SERVICES BUREAU	4	4	1
CSN : CARSON STN	13	6	3
DSB : DATA SYSTEMS BUREAU	1	0	0
ELA : EAST LA STN	6	2	0
EOB : EMERGENCY OPER BUREAU	2	0	0
EST : COURT SERVICES EAST	0	1	0
FCC : FRAUD & CYBER CRIMES BUREAU	2	0	0
HDQ : SPECIAL OPERATIONS DIV HQ	1	0	0
IND : INDUSTRY STN	2	4	0
IRC : INMATE RECEPTION CENTER	1	0	0

⁶¹ It is possible for an employee to get a Service Complaint and Personnel Complaint based on the same incident.

⁶² The chart reflects data from the Sheriff's Department Performance Recording and Monitoring System current as of July 1, 2024.

ISB : INMATE SERVICES BUREAU	0	1	1
LCS : LANCASTER STN	5	21	3
LKD : LAKEWOOD STN	8	8	5
LMT : LOMITA STN	4	1	0
MAR : MARINA DEL REY STN	6	2	1
MCB : MAJOR CRIMES BUREAU	2	1	1
MCJ : MEN'S CENTRAL JAIL	2	2	1
MLH : MALIBU/LOST HILLS STN	10	8	2
NCF : NORTH CO. CORRECTL FAC	0	2	0
NO : PITCHESS NORTH FACILITY	0	1	1
NWK : NORWALK REGIONAL STN	5	5	0
OCP : OFFICE OF CONSTITUTIONAL POLICING HQ	0	1	0
OSS : OPERATION SAFE STREETS BUREAU	1	1	0
PAD : PARKS & COUNTY SRVS ADM HQ	0	1	0
PER : PERSONNEL ADMIN	0	1	0
PKB : PARKS BUREAU	1	1	0
PLM : PALMDALE STN	7	23	8
PRV : PICO RIVERA STN	1	0	1
RMB : RISK MANAGEMENT BUREAU	0	2	0
SCV : SANTA CLARITA VALLEY STN	11	7	1
SDM : SAN DIMAS STN	9	1	0
SLA : SOUTH LOS ANGELES STATION	0	5	1
SSB : SCIENTIFIC SERV BUREAU	1	0	0
SVB : SPECIAL VICTIMS BUREAU	1	0	0
TB : TRAINING BUREAU	1	0	0
TEM : TEMPLE CITY STN	4	0	1
TSB : TRANSIT SERVICES BUREAU	3	3	3
TT : TWIN TOWERS	0	1	0
WAL : WALNUT/SAN DIMAS STN	1	1	1
WHD : WEST HOLLYWOOD STN	11	14	0
WST : COURT SERVICES WEST	1	7	0
Total :	159	162	44



**PROBATION
OVERSIGHT
COMMISSION**
OF LOS ANGELES COUNTY

WENDELYN JULIEN
EXECUTIVE DIRECTOR

COUNTY OF LOS ANGELES PROBATION OVERSIGHT COMMISSION

KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, SUITE 383
LOS ANGELES, CALIFORNIA 90012
(213) 633-5777 • www.poc.lacounty.gov

MEMBERS OF THE BOARD

HILDA L. SOLIS

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LINDSEY P. HORVATH

JANICE HAHN

KATHRYN BARGER

August 28, 2024

TO: Supervisor Lindsey P. Horvath, Chair
Supervisor Hilda L. Solis
Supervisor Holly J. Mitchell
Supervisor Janice Hahn
Supervisor Kathryn Barger

FROM: Wendelyn Julien
Executive Director

SUBJECT: REPORT BACK ON CREATING AN INDEPENDENT PROCESS FOR COMPLAINTS RELATED TO SCHOOL LAW ENFORCEMENT SERVICES (AGENDA OF DECEMBER 19, 2023)

On December 19, 2023, your Board passed a motion co-authored by Supervisors Mitchell and Solis instructing County Counsel and the Probation Oversight Commission (POC) to collaborate with the Los Angeles County Sheriff's Department (LASD) and other relevant stakeholders to develop a process for the POC to independently receive and refer constituent complaints about School Resource Deputies (SRDs) employed by the Los Angeles County Sheriff's Department.

The report provides an update on the following POC-led deliverables, which included hosting a virtual community townhall and developing the complaint process in collaboration with County departments. The proposed complaint form, process and internal procedures for your approval is attached to this report as Appendix A.

This report also includes a recommended draft of the change to the POC Ordinance drafted by County Counsel. The draft ordinance is attached as Appendix B for your approval.

The POC completed all of the deliverables in the motion as follows:

Directive 1a: Establish a process, independent from LASD, for receiving and referring complaints by members of the public, including students and/or families, as a well as a process for receiving public comment and advising on systemic issues raised by LASD personnel and members of the community.

POC staff reviewed SRD complaint intake processes from other jurisdictions to help inform the development of our process. We developed a process, a complaint form, and a database to manage and report on complaints.

The POC will accept complaints from students, parents, and stakeholders, as directed. During the submission process, complainants can indicate if they are filing simply to share their concern with the POC (i.e. “public comment”) or if they desire their complaint to be referred to the LASD for formal investigation. The POC will serve as a repository for complaints, referring complaints to the LASD as appropriate and assisting complainants with questions about the process. The POC will investigate complaints but can serve as a liaison between the complainant and the LASD.

The Information Resource Management (IRM) team within the Executive Office was instrumental in collaborating with the POC to develop a new, custom web-based multilingual complaint form and complaint management portal that will make submitting a complaint easy and accessible and support the POC in reporting back to the LASD and the Board about the number and type of complaints received as well as any trends. POC and IRM staff met weekly and maintained a schedule of stand-up meetings and sprint project planning meetings to ensure the portal is user-friendly, meets program objectives, supports effective case management, and is ready to launch in alignment with the Board’s approval of the ordinance and process.

POC staff will work directly with constituents to accept complaints in other formats should a complainant not have internet access. A toolkit will be available on our website to address frequently asked questions and offer parents/guardians other information they may find useful.

Directive 4: Convene one or more public meetings to present and receive public comment on the draft ordinance prior to being placed on a Board agenda for introduction.

On April 17, 2024, the POC held a [virtual townhall](#) to share its proposed process with the general public. A draft of the process was made available on our website in advance of the townhall to give participants time to review the documents and we went over the process in detail during the presentation. Ninety-six people attended and no one expressed strong opposition to our proposed framework. Some constructive feedback included making formatting changes and clarifying language used, which has been incorporated into the process. Common issues and themes expressed during public comment were:

- Advocates were pleased that the POC will serve as a touch point for families impacted by this issue and help them file a complaint with the LASD.
- Parents expressed frustration about poor communication and delayed notification of results during prior incidents and complaints.
- Parents shared that they need more advocacy and help understanding their rights and assistance in mediating resolutions with school administrators (i.e. options for

moving the child to a different school or classroom to limit ongoing interaction with the officer and an incident).

- POC support is useful, but community members expressed mistrust about LASD's ability and willingness to thoroughly investigate themselves.
- Advocates suggest reducing funding for SRDs and investing more in preventive services and supports to help youth heal from traumatic issues.
- Given the public mistrust, the POC should be empowered to produce public reports about LASD complaint outcomes.
 - There is lack of clarity about what happens in the event an investigation determines an officer acted in violation of policy. If an allegation is sustained, is the officer disciplined, transferred to another school or completely removed from school-based policing?

On June 27, 2024 the POC held a joint, [public meeting](#) with the Sheriff Civilian Oversight Commission (COC) at Earvin "Magic" Johnson Park to discuss the POC's proposed process to receive and refer complaints about LASD SRD's. A Lieutenant from LASD's Risk Management Bureau also attended and presented on the department's current complaint review process. Overall, COC commissioners were supportive of the POC's suggested process and expressed a desire to continue collaborating on this issue. They offered the following recommendations for the Board to consider to strengthen the program and improve transparency:

- Require LASD to share complaint data with the POC for SRD complaints that were filed directly with LASD and did not go through the POC process.
- Require LASD to share outcome data. The POC should receive the disposition of each complaint. At minimum, this should include indicating whether the complaint was substantiated or unsubstantiated.
- SRD complaints are investigated by LASD staff in their Internal Affairs Unit. Consider transferring this function to the County's Office of Inspector General to reduce the risk of bias and increase neutrality.

A second POC virtual townhall was held on July 25th to share updates to the draft ordinance. No opposition or changes to the draft process or ordinance were voiced from any of the participants.

In addition to hosting the above-referenced forums, the POC also shared draft documents with the following County agencies:

- Office of Inspector General
- Sheriff Civilian Oversight Commission
- Department of Youth Development
- Office of Violence Prevention
- Los Angeles County Office of Education

Each Supervisor
August 28, 2024
Page 4

Our complaint process has been updated to reflect the feedback received during our townhall as well as the input received from county partners.

The POC welcomes the opportunity to support this work and looks forward to launching the program for the 2024-25 school year. Please contact POC Executive Director Wendelyn Julien at wjulien@poc.lacounty.gov or 213-308-8373 if you have any questions or concerns.

WJ:ds

Attachments

**APPENDIX A:
SRD COMPLAINT
PROCESS AND
COMPLAINT FORM**



**PROBATION
OVERSIGHT
COMMISSION
OF LOS ANGELES COUNTY**

OBJECTIVES

A. Establish a process, independent from the Los Angeles County Sheriff's Department (LASD), for the Probation Oversight Commission (POC) to receive and refer complaints by members of the public, including students and/or families, about incidents involving Los Angeles County School Resource Deputies (SRDs).

B. Amend the POC's ordinance to allow a POC staff member to act as the liaison between LASD and the community for the purpose of processing SRD complaints.

The Probation Oversight Commission (POC) accepts complaints about School Resource Deputies (SRDs) employed by the Los Angeles County Sheriff's Department (LASD). We will discuss your complaint with you and help you submit it or submit it directly to LASD for investigation. The POC does not investigate complaints. If you have questions, please contact us at info@poc.lacounty.gov or (213) 633-5777. Multilingual assistance is available. For more detailed information about the complaint process, please see our toolkit [insert hyperlink]

Please complete the complaint form at this link and provide as much detail as possible. The form is accessible in English, Spanish, Vietnamese, and Khmer. You may upload documents, photographs, witness information, and other supporting documents. Please be prepared to complete and submit the complaint form in one sitting. The form should take no more than 15 minutes to complete. Pursuant to L.A County Ordinance 2020-0005 § 13, 2020, the POC only has jurisdiction to accept complaints about SRD's employed by LASD. If you do not see your school in the drop-down list below, this means the school-based officer at your site is not employed by LASD. The POC does not have authority to accept complaints about officers employed by other law enforcement agencies. For complaints against non-LASD officers or about your school, please contact your school district office for further assistance or send us an email at info@poc.lacounty.gov and we will help direct you to the right agency

For paper forms; mail to:
Kenneth Hahn Hall of Administration - Probation Oversight Commission
500 West Temple Street, Suite 383
Los Angeles, California 90012
P: (213) 633-5777
E: Info@poc.lacounty.gov

School Resource Deputy Complaint Form

The Probation Oversight Commission (POC) accepts complaints about School Resource Deputies (SRDs) employed by the Los Angeles County Sheriff's Department (LASD). We will discuss your complaint with you and help you submit it or submit it directly to LASD for investigation. The POC does not investigate complaints. If you have questions, please contact us at info@poc.lacounty.gov or (213) 633-5777. Multilingual assistance is available. For more detailed information about the complaint process, please see our toolkit on our website at POC.LaCounty.Gov

Please complete the complaint form and provide as much detail as possible. The form is accessible online on the POC's website in English, Spanish, Vietnamese, and Khmer. You may upload documents, photographs, witness information, and other supporting documents on the site as well. Pursuant to L.A County Ordinance XXX, the POC only has jurisdiction to accept complaints about SRD's employed by LASD. If you do not see your school in the list below, this means the school-based officer at your site is not employed by LASD. The POC does not have authority to accept complaints about officers employed by other law enforcement agencies. For complaints against non-LASD officers or about your school, please contact your school district office for further assistance or send us an email at info@poc.lacounty.gov and we will help direct you to the right agency.

COMPLAINANT AND STUDENT INFORMATION

Name of school (If you do not see your school on the list included, we are unable to accept your complaint. Please contact your school district for further assistance)

Person making the complaint: Check box that applies (required)

- Parent/Guardian
- Student
- Staff Member
- Other (Please specify) _____

Is the student receiving special education services?

- Yes
- No

First and last name of complainant (required) _____

First and last name of student (required) _____

Is the student represented by an attorney? (required)

- Yes
- No

If yes, answer the following:

Attorney first name (if known) _____

Attorney last name (if known) _____

Attorney email (if known) _____

Attorney phone number (if known) _____

Complainant email address (required) _____

Student street address: _____ City: _____ Zip Code: _____

Only zip code is required

What is the best method to reach you? Check one (required)

- Phone _____
- Email _____
- Follow up language preference _____

How would you best describe the student? (required)

- American Indian or Alaska Native
- Asian
- Black or African American
- Native Hawaiian or Other Pacific Islander
- Hispanic/Latino
- White

Age of student (required) _____

Gender identity of student (required)

- Male
- Female
- Non-Binary
- Gender Non-Conforming
- Transgender

Sexual orientation of student

- Straight
- Gay
- Lesbian
- Bisexual
- Pansexual
- Asexual

INCIDENT INFORMATION

Date of interaction/incident (required) _____ Time of interaction/incident (optional)

I am alleging: (required)

- Discourtesy
- Dishonesty
- Unreasonable Force
- Improper Tactics
- Improper Search or Arrest
- Neglect of Duty
- Discrimination
- Harassment
- Off Duty Misconduct
- Criminal Conduct
- Retaliation
- *Other* _____

Did the incident in question result in one of the following disciplinary actions taken against student?

- Suspension
- Expulsion
- Arrest
- Disciplinary/forced transfer to alternative school
- No, none of the above actions were taken

Officer First Name (required) _____ Officer Last Name (required) _____

Officer Badge Number (if known) _____ Patrol Car Number (if known) _____

Witness Name	Witness Email (if known)	Witness Number (if known)

Description of incident/interaction. i.e., Who, what, when, where, why? (required)

The Probation Oversight Commission is required to disclose anything you report that presents a serious danger of violence to another or that constitutes child abuse or neglect.

3rd party checkbox – “I allow the Probation Oversight Commission to speak with Los Angeles Sherriff’s Department (LASD) on my behalf to gather status updates on my submitted complaint.”

3rd party checkbox – “**I am submitting my complaint for review by the Probation Oversight Commission (POC). POC staff will contact me to ensure proper documentation has been submitted and to discuss how my complaint will be submitted to the Los Angeles County Sheriff’s Department for investigation if requested.**”

For any supporting documentation, video, screenshots, etc., please email them over to The Probation Oversight Commission at info@poc.lacounty.gov

END OF COMPLAINT FORM

REMINDERS to staff: We are not obligated to share all the complaints we receive from the public with LASD. If the complainant doesn't want us to refer their complaint, we can honor that request. Additionally, we can also submit the request to LASD anonymously if the complainant prefers.

INTERNAL POC PROCEDURE FOR PROCESSING

1. Intake of complaints:

- Receive complaints through multiple channels such as phone calls, emails, online forms, or via drop box for physical forms. Complainants will receive immediate email notification of receipt for online submissions and 48-72 hr. response turnaround for all others*.
- Review documentation of all complaint details including complainant information, nature of complaint, time and date, and any supporting evidence provided.
- Automated email template response confirming submission.

2. Initial assessment:

- Complainant will receive call from POC staff in preferred language to review the complaint and the process. POC staff will confirm if complainant has attached all supporting documents, etc.
- Analyze the complaint to assess and determine if it falls within the jurisdiction of the POC/Sherriff’s department.
- Send the complaint to another agency if it is not specifically in relation to SRDs.
- Review the complaint to determine severity and urgency, note when sending over.
- Assign a unique identification number to each complaint for tracking purposes. (CRM should have this capability)
- Categorize complaints based on type (e.g., harassment, bullying; this is also done on the submission form, but team should confirm).
- If claim of sexual abuse, child abuse, or a threat to commit a crime; Report as required.

3. Documentation and verification:
 - Gather additional information or evidence related to the complaint *(through follow-up interview, call or email to complainant and ensure they have sent over all supporting evidence they have)
 - Verify the accuracy of the complaint details and ensure all necessary information is collected.

4. Decision-making:
 - Determine the appropriate course of action based on the analysis, which may include:
 - Referring the complaint to LASD.
 - Any mandated reporting.

5. Actual handoff to Sheriff's Department:
 - Prepare a formal referral document outlining the details of the complaint, supporting evidence, and any relevant background information.
 - Coordinate with LASD liaison to hand off the complaint and provide necessary updates or clarifications.
 - Document the referral process and maintain records of communication with LASD.

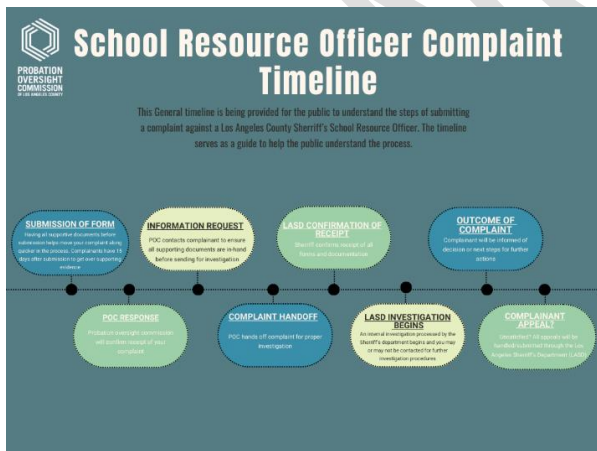
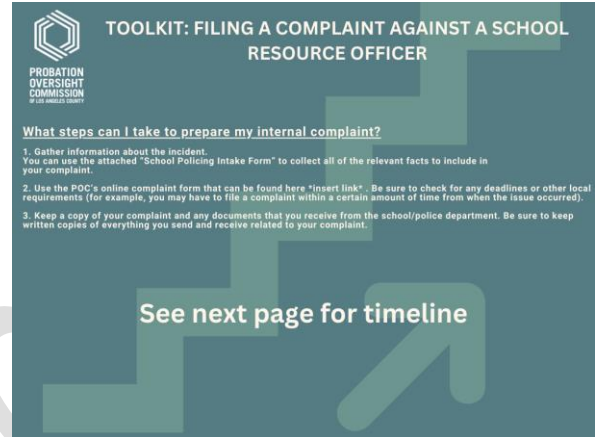
6. Follow-up and resolution:
 - Monitor the progress of the complaint investigation by LASD through our liaison.
 - If complainant follows up with POC on complaint, POC to follow up with LASD to provide updates to the complainant on the status of their complaint and gather any additional information as needed.
 - Ensure timely resolution of the complaint and address any concerns or feedback from the complainant.
 - Follow up with LASD to ensure completion of the investigation and record completion.

7. Documentation and reporting:
 - Maintain comprehensive records in a CRM database of all complaints received, actions taken, and outcomes achieved.
 - Work with LASD to obtain data about SRD complaints reported directly to LASD.
 - Generate regular reports summarizing complaint trends, resolution times, and any areas for improvement in the complaint handling process.

8. Continuous improvement:
 - Conduct periodic reviews of the complaint process to identify opportunities for streamlining workflows, enhancing communication channels, or improving customer satisfaction.
 - Incorporate feedback from stakeholders, including complainants and law enforcement agencies, to implement changes that increase the efficiency and effectiveness of the process.
 - Create an electronic survey after a case is closed/processed to get feedback.

The POC will have a “Toolkit” for the public to use in conjunction with submitting their complaints. The toolkit will contain the steps for submitting a complaint, who to contact for what, a brief timeline from both the POC and LASD on the process/procedures for complaints, among other useful tips to help the public submit concise and well prepped complaints.

Visual of the POC Toolkit that will be available for the public.



SRD COMPLAINT REPORTING

Scope of Work:

- The POC will serve as a “safe place” and trusted messenger for constituents to file a complaint against an SRD.
- POC will accept complaints regarding:
 - School law enforcement officers employed by the Los Angeles Sheriff’s Department [Primary target]
 - 127 schools have LASD SRDs with 47 officers distributed throughout those location.
 - Special events contracted SRDs.
- Complaints about any other entities or staff at schools will need to be referred to the appropriate agency for review and follow-up by complainant.

This includes complaints about:

- Teachers and school personnel
- Law enforcement agents employed by law enforcement agencies other than LASD.
- POC will not conduct investigations. Instead, the POC will gather information from the complainant and support the complainant in submitting their information to LASD to conduct an investigation.

Upon adoption of the ordinance referenced of Directive #1 in the Revised Motion Complaint Process for School Law Enforcement Officers, the Board of Supervisors instructs the Executive Director of the POC, in consultation with the Executive Director of the Youth Commission and other relevant stakeholders, as appropriate, to submit to the Board, Sheriff, COC, and school districts that contract for SRD services.

Every 180 days a report on complaints which includes: (at minimum)

1. The number of complaints submitted
2. A breakdown by types of complaints
3. Station of complaint
4. School district the complaint is coming from.
5. Demographic breakdown and other statistics that may indicate different types of biases, including racial; disability; immigration status; lesbian, gay, bisexual, transgender, queer, intersex, asexual, and other identities; not encompassed and others

**APPENDIX B:
DRAFT ORDINANCE**

ORDINANCE NO. _____

An ordinance amending Title 3 – Advisory Commissions and Committees of the Los Angeles County Code, relating to the Probation Oversight Commission ("Commission") to authorize the Commission to receive and refer to the Los Angeles County Sheriff's Department ("LASD"), complaints related to school law enforcement services provided by LASD, including services provided by School Resource Deputies, and report on concerns and trends related to those complaints.

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

SECTION 1. Section 3.80.020 is hereby amended to read as follows:

3.80.020 Purpose.

The purpose of the Commission is to advise the Board of Supervisors and the Chief Probation Officer and oversee and monitor the Probation Department ("Probation Department" or "Department") to address matters that affect the well-being of youth and adults under the Department's supervision and Department staff. The purpose of the Commission is to also advise the Board of Supervisors and the Sheriff relating to law enforcement services provided for a school within Los Angeles County ("County"). The Commission will evaluate and support key reform efforts, promote transparency and accountability, and maintain public trust in the Department by advising on policies and operations, conducting inspections and investigations, and establishing meaningful opportunities for community engagement. Commission staff may also act as the liaison between the Los Angeles County Sheriff's Department ("LASD") and the community for the purpose of receiving and referring complaints relating to law enforcement services provided by LASD, including, but not limited to, services provided by School Resource

Deputies ("SRDs") and any other LASD personnel performing law enforcement functions for a school within the County. When acting as the liaison between LASD and the community, the Commission shall not obstruct the investigative function of the Sheriff.

SECTION 2. Section 3.80.030 is hereby amended to read as follows:

3.80.030 Definitions.

As used in this section, the following definitions apply:

- A. Audit: A formal process following professional guidelines to answer specific questions regarding specific operations.
- B. Complaint: Any statement of concern about the Probation Department, an employee of the Probation Department, any law enforcement service for a school provided by LASD, including, but not limited to, services by SRDs and any other LASD personnel performing law enforcement functions for a school within the County, or any other entity or service provider regarding the subject matter of this ordinance by members of the public, probationers (including those received from juvenile halls or camps currently referred to as 'grievances'), probationers' families, and Department and LASD staff. As used in this section, a complaint does not include or satisfy the requirements of a California Tort Claims Act (Gov. Code, sections 810-996.6) complaint, complaints filed with the Los Angeles County Equity Oversight Panel, formal labor complaints or grievances filed on behalf of or by represented employees, or any other ~~matter~~ complaint that is governed by ~~employment and labor laws.~~
- C. Grievance: As used herein, Grievance shall have the same meaning as Complaint.

D. Investigation: A gathering of information conducted on behalf of the Commission through the Office of Inspector General ("OIG") and targeted at producing actionable information regarding the Probation Department or LASD, an employee of the Probation Department or LASD, or any other entity or service provider regarding the subject matter of this ordinance. Investigations shall be conducted in compliance with County Code Section 6.44.190.

E. Monitoring: A gathering of information regarding facilities and operations, including by direct observation, discussions with staff and the public, and review of records, in order to identify problem areas or to ensure compliance with existing laws, policies, and other obligations.

F. Probationer: A youth or adult who is subject to Probation Department supervision including, but not limited to, those who are held in custody pending trial or adjudication, are under informal supervision by agreement or otherwise, are on post-release community supervision, or are on formal supervision with conditions imposed by a criminal or juvenile court.

SECTION 3. Section 3.80.040 is hereby amended to read as follows:

3.80.040 Authority.

Pursuant to Welfare and Institutions Code section 240, and in compliance with all laws and confidentiality protections, the Commission shall serve in an advisory capacity to the Board of Supervisors and the Chief Probation Officer. In addition, the Commission shall serve in an advisory capacity to the Board of Supervisors and the Sheriff relating to law enforcement services provided for a school within the County. The Commission shall support the Board of Supervisors, ~~and~~ the Chief Probation

Officer, and the Sheriff, but will not direct the activities of County employees or impose discipline. A majority vote of the Commission is required to take any action under this ordinance. The Commission shall support has the authority, on its own or at the request of the Board of Supervisors, and the Chief Probation Officer ~~but will not direct the activities of County employees or impose discipline. A majority vote of the Commission is required to take any action under this ordinance. The Commission shall have the authority, on its own at the request of the Board of Supervisors or the Chief Probation Officer, or the Sheriff, with respect to school law enforcement services only, to:~~

A. Advise.

1. Advise the Board of Supervisors and the Chief Probation Officer regarding the Probation Department's operations, policies, and the expenditure of funds allocated to the Department; the Department's progress in implementing Board of Supervisors priorities; and other issues deemed material by a majority of the Commission. This includes the authority to review and analyze all necessary information, as permitted by law, solicit appropriate input, and make recommendations to the Board of Supervisors and the Chief Probation Officer on the Probation Department's operational policies, procedures, and practices that affect adult and juvenile probationers and, when appropriate, request a response from the Probation Department on such matters.

2. Advise the Board of Supervisors and the Sheriff regarding law enforcement services provided for schools within the County.

B. Inspect. As permitted by law, and subject to contractual limitations, conduct unannounced inspections of any facility, and its non-confidential records, where any juvenile probationer can be held or where probationers receive services.

1. Facilities subject to inspection include the following:

(a) Juvenile halls, camps, and juvenile courthouse lockups;

(b) Community placements;

(c) Any County field office or Reporting Center where probationers are required to report and/or receive services;

(d) Any third-party service provider contracted by the County where probationers receive services, and/or are housed for any period of time; and

(e) Any third-party service provider where a Los Angeles County Superior or juvenile court has ordered a probationer to be housed to receive services as a condition of probation.

2. Detention facilities, including jails, operated by or within the jurisdiction of the County, that house adult probationers shall be referred to the Sheriff's Civilian Oversight Commission.

C. Address Complaints. Staff of the Commission may develop procedures and guidelines~~Subject to review and approval by the Board of Supervisors, propose for~~ an independent process for receiving and ~~addressing~~ referring complaints- to the Probation Department, LASD, and school districts, as appropriate:

1. Complaints concerning Probation employees and any matters affecting the well-being of youth and adults under the Department's supervision; and

2. Complaints relating to school law enforcement services provided by LASD, including, but not limited to, services provided by SRDs and any other LASD personnel performing any law enforcement functions for a school or school district that contracts with LASD for law enforcement services.

D. Investigate. Conduct investigations through the OIG, analyze, solicit input, and make recommendations to the Board of Supervisors and the Chief Probation Officer on Probation-related issues or complaints and to the Sheriff on LASD-related issues or complaints. The Commission will direct and, consistent with County Code Section 6.44.190, evaluate any OIG investigation initiated by the Commission.

E. Access Information. Access Probation Department information, documents and testimony necessary to the Commission's oversight function as set forth in this ordinance. The Commission, in compliance with all laws and confidentiality protections, may compel production of such information by directing the OIG to issue a subpoena on the Commission's behalf when deemed necessary by a majority of the Commission. The requirements and procedures for access to, and review and redaction of, confidential information received by the OIG are set forth in subsection J of County Code Section 6.44.190.

F. Engage with the Community. Establish a community engagement process in compliance with all laws and confidentiality protections.

SECTION 4. Section 3.80.050 is hereby amended to read as follows:

3.80.050 Reports.

In its advisory capacity to the Board of Supervisors, ~~and the Chief Probation Officer, and the Sheriff,~~ and in compliance with all laws and confidentiality protections, the Commission shall prepare the following reports:

A. Inspection Reports. The Commission will prepare reports on its inspection findings. The Commission shall make such reports public after providing the Probation Department an opportunity to review and comment on such reports.

B. Reform Efforts Reports. The Commission will prepare periodic reports regarding the status of Probation Department reform efforts. The Commission shall make such reports public after providing the Probation Department an opportunity to review and comment on such reports.

C. Annual Report. The Commission shall prepare and submit to the Board of Supervisors and make available to the public an annual report of the previous fiscal year. The annual report will be prepared and submitted no later than August 1 of each year. The annual report shall contain background information about the Commission, identify the Commission members and senior staff members, detail the activities of the Commission during the previous year and provide contact information. The annual report will also detail Probation Department policies, procedures or practices, if any, that were eliminated, modified or created due to the Commission's work. Budget requests for each fiscal year must be made within the normal budget cycle followed by all County departments.

D. Complaint and Grievance Reports. The Commission shall prepare periodic reports regarding concerns and trends related to complaints received and referred under this ordinance. The Commission shall make such reports public after providing the Probation Department, or LASD in the case of reports relating to LASD school law enforcement services, an opportunity to review and comment on such reports, as applicable.

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