



# Board of Supervisors Operations Cluster Agenda Review Meeting

**DATE:** September 18, 2024

**TIME:** 2:00 p.m. – 4:00 p.m.

**MEETING CHAIR:** John Leonard, 3<sup>rd</sup> Supervisorial District

**CEO MEETING FACILITATOR:** Thomas Luscombe

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

To participate in this 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 this meeting virtually, please call teleconference number

1 (323) 776-6996 and enter the following 522268816# or [Click here to join the meeting](#)

Teams Meeting ID: 237 250 878 670

Passcode: UoBQAE

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

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

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

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

## 1. CALL TO ORDER

## 2. GENERAL PUBLIC COMMENT

**3. DISCUSSION ITEM(S):**

- A) Board Letter:  
DELEGATED AUTHORITY TO CHIEF EXECUTIVE OFFICER TO EXERCISE OPTIONS TO EXTEND OR RENEW LEASES AND APPROVAL OF FIVE-YEAR LEASE HEALTH SERVICES  
5701 SOUTH EASTERN AVENUE, COMMERCE  
CEO/RE – Alexandra Nguyen-Rivera, Section Chief, Leasing
  
- B) Board Letter:  
COUNTYWIDE CLASSIFICATION/COMPENSATION ACTIONS  
CEO/CLASS – Jennifer Revuelta, Principal Analyst
  
- C) Board Letter:  
AUTHORIZE THE ACQUISITION OF THE DELL CYBER RECOVERY EXPANSION FOR DEPARTMENT OF HEALTH SERVICES  
FISCAL YEAR 2024-25  
DHS/CIO – Brenny Ortega, Information Technology Manager II
  
- D) Board Letter:  
APPROVAL OF AMENDMENT TO THE SOLE SOURCE AGREEMENT FOR WEB-BASED eCONSULT SYSTEM AND RELATED SERVICES WITH SAFETY NET CONNECT, INC.  
DHS/CIO – Julio Alvarado, Director Contracts & Grants,  
Dr. Paul Giboney, Associate Chief Medical Officer and  
Kevin Lynch, Chief Information Officer
  
- E) Board Memo:  
ADVANCED NOTIFICATION OF INTENT TO NEGOTIATE A SOLE SOURCE CONTRACT WITH CATALIS TO UPGRADE THE PROBATION CLIENT KIOSK REPORT-IN SYSTEM  
PROBATION/CIO – Robert Smythe, Administrative Deputy III
  
- F) Board Letter:  
REQUEST TO AUTHORIZE THE USE OF THE INFORMATION TECHNOLOGY INFRASTRUCTURE FUND FOR THE ACQUISITION OF CRITICAL COMMUNICATION EQUIPMENT AND APPROVAL OF AN APPROPRIATION ADJUSTMENT FOR FISCAL YEAR 2024-25  
LACoFD/CIO - Adrian Li, Departmental Finance Manager III

**4. PRESENTATION ITEM(S):**

None available.

**5. ADJOURNMENT**

**UPCOMING ITEM(S) FOR SEPTEMBER 25, 2024:**

- A) DPH/CIO – APPROVAL TO EXECUTE A SOLE SOURCE AGREEMENT WITH RDE SYSTEMS SUPPORT GROUP, LLC FOR E2LOSANGELES SYSTEM AND RELATED SERVICES
  
- B) CEO/RE – CONVEYANCE OF COUNTY OF LOS ANGELES-OWNED REAL PROPERTY TO THE CITY OF SANTA CLARITA  
ASSESSOR'S IDENTIFICATION NUMBERS:  
2812-008-900 AND 2812-008-901  
28700 BOUQUET CANYON ROAD, SANTA CLARITA
  
- C) CEO/RE – FIVE-YEAR LEASE AMENDMENT  
DEPARTMENT OF MENTAL HEALTH  
17707 STUDEBAKER ROAD, CERRITOS
  
- D) ISD/CEO-CP – LA PLAZA DE CULTURA Y ARTES ROOF AND EXTERIOR WALL REPAIR, CATEGORICAL EXEMPTION; ESTABLISH AND APPROVE CAPITAL PROJECT NO. 8A069; APPROVE PROJECT BUDGET AND APPROPRIATION ADJUSTMENT; AUTHORIZE USE OF JOB ORDER CONTRACT

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	9/18/2024	
<b>BOARD MEETING DATE</b>	10/18/2024	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input checked="" type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Health Services	
<b>SUBJECT</b>	Delegated Authority to CEO to Exercise Options to Extend/Renew Leases and Approval of 5-year lease for 24,811 square feet of office space and 125 on-site parking spaces at 5701 South Eastern Avenue, Suite 400, Commerce, CA 90040	
<b>PROGRAM</b>	Human Resources Division	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
<b>DEADLINES/ TIME CONSTRAINTS</b>	The current lease is set to expire March 27, 2025.	
<b>COST &amp; FUNDING</b>	Total cost:	Funding source: 100 percent by net County cost (NCC)
	\$4,110,000	
	TERMS (if applicable): The proposed lease renewal will have an annual cost of \$775,000 for the first year, where 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 renewal amendment term is included in the Fiscal Year 2024-25 Rent Expense budget and will be billed back to Health Services. Health Services 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 renewal will be addressed through the annual budget process for Health Services.	
<b>PURPOSE OF REQUEST</b>	Approval of the recommended actions will (1) give CEO delegated authority to exercise existing options to extend leases without returning to the Board for approval; and (2) authorize a 5-year lease renewal which will provide continued use of office space for Health Services.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<p>Exercise of Existing Options to Extend/Renew Leases: There are some Board letters that specifically delegate authority to the CEO to exercise an option to extend/renew, but such explicit language is not in all Board letters. Without the explicit delegation, CEO must return to the Board to exercise the option to extend/renew. This delegation of authority was presented to and was supported by the Budget Deputies.</p> <p>Proposed Lease: The County has leased the subject location since August 2007 and DHS backfilled the space in 2017. DHS is currently assessing its operations to consolidate and potentially relocate to another location. As such, DHS has elected to exercise the option so it can continue with its HR functions until final decisions are made. The proposed lease will also provide time to search for alternative space and enter into a new lease if necessary. The current lease expires March 27, 2025.</p>	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
<b>DEPARTMENTAL CONTACTS</b>	Alexandra Nguyen-Rivera Section Chief, Leasing CEO Real Estate Division 213-974-4189 arivera@ceo.lacounty.gov	



## Chief Executive Office.

### COUNTY OF LOS ANGELES

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

#### CHIEF EXECUTIVE OFFICER

Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

October 8, 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:

**DELEGATED AUTHORITY TO CHIEF EXECUTIVE OFFICER TO  
EXERCISE OPTIONS TO EXTEND OR RENEW LEASES  
AND APPROVAL OF FIVE-YEAR LEASE  
HEALTH SERVICES  
5701 SOUTH EASTERN AVENUE, COMMERCE, CA  
(4TH DISTRICT) (3 VOTES)**

#### **SUBJECT**

Delegate authority to the Chief Executive Officer, or her designee, to exercise options to extend or options to renew existing leases. In addition, approval of a proposed five-year lease to renew an existing lease to provide the Department of Health Services (DHS) continued use of 24,811 square feet of office space and 125 on-site parking spaces for the Human Resources Division pursuant to an option to extend.

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

1. Find that the proposed lease renewal 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 and direct the Chief Executive Officer, or her designee, to execute any documentation necessary to exercise an existing option to extend or renew an existing lease that was previously approved by the Board, and to take actions necessary and appropriate to implement said lease extensions and renewals at either the pre-negotiated rental rate and terms or at fair market rental rate.
3. Authorize the Chief Executive Officer, or her designee, to execute the proposed lease with Omninet CP Oakwood, LLC, a Delaware limited liability company and

Omninet Commerce Plaza, LLC, a Delaware limited liability company (Landlord), for approximately 24,811 square feet of office space and 125 on-site parking spaces located at 5701 South Eastern Avenue, Suite 400, Commerce (Premises) to be occupied by DHS. The estimated maximum first year base rental cost is \$775,000. The estimated total proposed lease cost is \$4,110,000 over the five-year term. The rental costs will be funded 100 percent by net County cost (NCC) that is already included in DHS' existing budget. DHS will not be requesting additional NCC for this action.

4. 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.

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

### **Exercise of Existing Options to Extend/Renew Leases**

During the general course of negotiations for any real estate leasing transaction, the Chief Executive Office (CEO) will include a request for an option to extend/renew the lease upon lease expiration. This provides the County, rather than a landlord, control towards the end of a lease, so the County can choose to stay at a site. If a landlord agrees, the negotiated options may include pre-negotiated rental rates or fair market rental rate and would be included as a provision within a lease that the Board has approved. There are some Board letters that specifically delegate authority to the CEO to exercise an option to extend/renew, but such explicit language is not in all Board letters. Without the explicit delegation in a Board letter, the CEO must return to the Board to exercise the option to extend/renew.

Exercising an option to extend or renew a lease follows the same process as a new lease. Departments are required to submit a Space Request Evaluation to justify the need to remain in the space. The CEO will vet the request to confirm the space needs, including whether teleworking has been incorporated into the department's work plan, if appropriate, and there is sufficient budget to cover the cost of the extension/renewal. Working with County Counsel, the CEO will document and negotiate the exercise of the option with the landlord and, if needed, begin the seven-to-ten-week Board letter process. The CEO desires to gain efficiencies and process lease extensions/renewals through options more quickly, especially since the department has already been operating at the leased Premises for many years and it usually makes sense for the departments to remain in the space to create less confusion for clients and customers. Being able to exercise an option to extend or renew a lease is the most expeditious way to keep departments in their locations. The CEO seeks delegated authority to exercise options to extend/renew leases for any lease that the Board has previously adopted.

To ensure the Board remains informed, the CEO will provide quarterly reports back to the Board of any lease options exercised or renewed in the prior quarter. The CEO currently

provides a quarterly report to the Board which details all the real estate agreements signed under the CEO delegated authority and will add a new section that details all leases where CEO exercised an option to extend/renew a lease that the CEO has exercised in that prior quarter. Moving forward, the specific authority to exercise an option to extend or renew will be included in the Board letter for lease approval.

#### Proposed Lease at 5701 South Eastern Avenue, Commerce

The Board last approved a lease at 5701 South Eastern Avenue, in 2018, which expires on March 27, 2025. This lease contains an option to extend/renew the lease at a fair market rental rate and the Landlord has agreed to the terms for the renewal. Since the exercise of the option to extend/renew was not specifically authorized in the prior Board letter, this Board letter seeks authority to exercise the option to extend and enter into the proposed lease.

Child Support Services Department originally occupied the Premises however, the Premises was backfilled by DHS in June 2017, who uses this space for its Human Resources (HR) units. DHS' HR units provide services to all DHS employees and the public interested in employment within the department. The proposed Premises is intended to house Human Resources Administration, Personnel Operations, Family Medical Leave, Live Scan, Performance Management, Employee Relations, Training, and the Acuity, Scheduling and Time Employee Resource System project team to continue offering HR services for payroll, personnel operations, administration benefits, regulatory compliance, and file management.

DHS has implemented telework where possible. The proposed Premises will house approximately 230 employees, using 181 workstations and 25 offices. In addition, 66 employees from the Recruitment and Exams section telework. The remaining services include in-person interaction because employees are required to be onsite for personnel operations which include live scan and identification badge services. The equipment and software required for these services are tied to physical work locations and cannot be offsite.

DHS is currently assessing its operations to consolidate and potentially relocate to another location. As such, DHS has elected to exercise the option to extend for a shorter term so it can continue with its HR functions for DHS at the proposed Premises until final decisions are made and approved. The proposed lease will also provide time to search for alternative space and enter into a new lease, if necessary. The proposed Premises is easily accessible to public transportation routes.

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

The Countywide Strategic Plan North Star 1 – *“Make Investments That Transform Lives”* – provides that LA County is a highly responsive organization investing in solutions that address our most complex societal challenges (health, jobs, housing, food insecurity, and recidivism) affecting our most vulnerable communities – one person at a time.

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 – Create countywide understanding of asset needs and priorities and Key Objective No. 1 Maintain Asset Inventory.

The above goals and objective are met with both proposed actions by the Board. The ability for the CEO to exercise any existing options to extend/renew a lease previously adopted by the Board ensures that the County is quickly responsive and adaptable to the changing work environment, with effective and transparent processes. In addition, the proposed lease will provide DHS with continued use of existing office space for HR staff while planning and strategizing on the best location to provide service.

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

### **FISCAL IMPACT/FINANCING**

The fiscal impact for each option will be determined, and availability of funds confirmed by the CEO budget, prior to the Chief Executive Officer, or her designee, exercising any option. With regards to the proposed lease, the estimated maximum first year base rental cost is \$775,000, which includes parking at no additional cost. The aggregate cost associated with the proposed lease over the entire term, including utilities, janitorial, parking and taxes, is \$4,110,000 as shown in Enclosure B-1. The proposed lease costs will be fully funded 100 percent by NCC that is already included in DHS’ existing budget. DHS will not be requesting additional NCC for this action.

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



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

### Exercise of Existing Options to Extend/Renew Leases

The Board has already approved leases, some which have an option to extend the term or renew the lease for a certain period. These options will also specify a certain number of years the lease can be extended and pre-negotiated rental rates or fair market rental rate during the extended term. Options are disclosed to the Board as part of a proposed lease's Board letter. Since departments have already been operating at a specific location for many years, their clients or customers are familiar with the locations, and there is a cost to move and build out a new location, we find most departments do like to stay in their current location. If the department desires to stay, the ability to have delegated authority to exercise an option to extend or renew a lease will greatly enhance efficiency in keeping the location secured. As an example, instead of including the proposed lease for 5701 South Eastern Avenue as part of this Board letter, the CEO would have processed the same way except the proposed lease would have been signed seven to ten weeks earlier.

This action is intended to apply to any existing option to extend or renew a lease in a lease previously adopted by the Board. Moving forward, the specific authority to exercise an option to extend or renew will be included in the Board letter for lease approval.

The Board will remain informed of any options exercised by the Chief Executive Officer, or her designee as the information will be added to the quarterly report to the Board on agreements entered under administrative authority.

### Proposed Lease at 5701 South Eastern Avenue, Commerce

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 \$29.96 per square foot, per year to \$31.20 per square foot, per year. Base rent is subject to annual increases based on the fixed annual increases of 3 percent.
- The Landlord is responsible for the operating and maintenance costs of the building, and the County is responsible for utilities and janitorial costs. The County is not subject to the building's operating expense increases.
- There are 125 on-site parking spaces included in the base rent at no additional cost.
- A comparison of the existing lease and the proposed lease terms is shown in Enclosure B-2.

- A five-year initial term with no options to extend the lease.
- The County does not have the right to terminate the proposed lease early.
- 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 adjustment.
- The current lease will expire March 27, 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 March 28, 2025, once the current lease expires.

The CEO conducted a market search of available office space for lease but was unable to identify any sites that could accommodate this requirement more economically. Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$27.60 and \$31.20 per square foot, per year. The base annual rental rate of \$31.20 per square foot, per year for the proposed lease represents a rate that is at the top 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 by DHS and due to the confidentiality of client information.

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 DHS' 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**

The proposed lease 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 proposed lease, a Notice of Exemption will be filed with the Registrar-Recorder/County Clerk in accordance with section 21152 of the California Public Resources Code.

Should the Board delegate authority to the CEO to exercise existing options in leases previously approved by the Board, the CEO will analyze the potential environmental impacts of the future exercise of such delegated authority on a case-by-case basis to determine appropriate CEQA compliance.

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

The proposed lease will adequately provide the necessary office space and parking for this County requirement. DHS concurs with the proposed lease and recommendations. There is no impact to operations from exercising existing options in leases previously approved by the Board.

The Honorable Board of Supervisors  
October 8, 2024  
Page 8

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  
Health Services

**HEALTH SERVICES**  
**5701 South Eastern Avenue, Suite 400, Commerce**

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

1.	<u>Occupancy</u>	Yes	No	N/A
A	Does lease consolidate administrative functions? <sup>2</sup>			X
B	Does lease co-locate with other functions to better serve clients? <sup>2</sup>			X
C	Does this lease centralize business support functions? <sup>2</sup>	X		
D	Does this lease meet the guideline of 200 sq. ft of space per person? <sup>2</sup> <b>108 SF per employee based on 230 employees due to implementation of telework.</b>		X	
E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? <sup>2</sup> <b>Based on 125 parking spaces, parking ratio is 5.03/1,000.</b>		X	
F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease renewal location? <sup>2</sup>	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? <sup>2</sup>			X
3.	<u>Portfolio Management</u>			
A	Did department use CEO Space Request Evaluation (SRE)?	X		
B	Was the space need justified?	X		
C	If a renewal lease, was co-location with other County departments considered?			X
D	Why was this program not co-located with other County departments?			
	1. ____ The program clientele requires a "stand alone" facility.			
	2. <u> X </u> No suitable County occupied properties in project area.			
	3. <u> X </u> No County-owned facilities available for the project.			
	4. ____ Could not get City clearance or approval.			
	5. ____ The Program is being co-located.			
E	Is lease a full-service lease? <sup>2</sup>	X		
F	Has growth projection been considered in space request?	X		
G	<sup>1</sup> Has the Dept. of Public Works completed seismic review/approval?	X		
<sup>1</sup> As adopted by the Board of Supervisors 11/17/98				
<sup>2</sup> If not, why not?				

## OVERVIEW OF THE PROPOSED BUDGETED LEASE COSTS

5701 South Eastern Avenue, Suite 400, Commerce  
Health Services

### Basic Lease Assumptions

Leased Area (sq.ft.)	24,811	
Parking Spaces	125	
	<b>Monthly</b>	<b>Annual</b>
Rent (per sq. ft.)	\$2.60	\$31.20
Term (Months)	60	
Annual Rent Adjustment <sup>(1)</sup>	3%	

	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year	Total 5 Year Rental Costs
<b>Annual Base Rent Costs <sup>(1)</sup></b>	\$774,103	\$797,326	\$821,246	\$845,883	\$871,260	<b>\$4,110,000</b>
<b>Total Annual Lease Costs</b>	<b>\$774,103</b>	<b>\$797,326</b>	<b>\$821,246</b>	<b>\$845,883</b>	<b>\$871,260</b>	<b>\$4,110,000</b>

### Footnotes

<sup>(1)</sup> The Base Rent is subject to three percent (3%) increases per annum.

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

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

	<b>Existing Lease: 5701 S Eastern Ave</b>	<b>Proposed Lease: 5701 S Eastern Ave</b>	<b>Change</b>
Area (Square Feet)	24,811 sq. ft.	24,811 sq. ft.	0 sq. ft.
Term (years)	5 years	5 years with no options to renew	N/A
Annual Base Rent First Year	\$744,000	\$775,000	+\$31,000
Total Annual Lease Costs payable to Landlord	\$744,000	\$775,000	+\$31,000
Rental rate adjustment	Annual CPI adjustments capped at 3 percent with no minimum.	3 percent annual fixed increases	3 percent annual fixed increases

## HEALTH SERVICES

## SPACE SEARCH – 3 MILE RADIUS FROM 5701 SOUTH EASTERN AVENUE, COMMERCE

LACO	Name	Address	OwnershipType	Proprietor	GrossSQFT	SQ FT Available
4465	DF Kirby Center - Administration Building	1500 S McDonnell Ave Commerce 90022	Owned	Probation	18170	None
10408	Rancho Los Amigos Recuperative Care Center	7715 Leeds St Downey 90242	Owned	Health Services	23235	None
A823	Fire - Fire Prevention Div/Forestry Div Headquarters	5823 Rickenbacker Rd City Of Commerce 90040	Leased	Fire Department	17710	None
A183	Sheriff - Homicide Bureau Office Building	5747 Rickenbacker Rd City Of Commerce 90040	Leased	Sheriff	17460	None
10397	DMH - Human Resources	5601 E Slauson Ave Commerce 90040	Leased	Mental Health	24357	None
A069	DA - Auto Insurance Fraud Office	5900 S Eastern Ave City Of Commerce 90040	Leased	District Attorney	11720	None
Z367	HSG - Assisted Housing Division Offices	4800 Cesar E Chavez Ave East Los Angeles 90022	Housing Authority	Chief Executive Office (CEO)	20000	None
10391	DMH - Bienestar Wellness Center	6330 Rugby Ave Huntington Park 90255	Leased	Mental Health	10975	None
A146	Fire - Hazardous Materials Division Headquarters	5825 Rickenbacker Rd City Of Commerce 90040	Leased	Fire Department	16670	None
6467	Ag Comm/Wts & Meas - South Gate Administration	11012 Garfield Ave Downey 90280	Owned	Agricultural Commissioner/Weights & Measure	21902	None
4364	Probation - East Los Angeles Area Office	144 S Fetterly Ave East Los Angeles 90022	Owned	Probation	15584	None
10260	HS-Human Resources	5801 E Slauson Ave Commerce 90040	Leased	Child Support Services	26360	None



## FACILITY LOCATION POLICY ANALYSIS

**Proposed lease renewal:** Lease for the Department of Health Services – 5701 South Eastern Avenue, Suite 400, Commerce, CA – 4<sup>th</sup> District.

**A. Establish Service Function Category** – DHS to provide human resources functions to staff.

**B. Determination of the Service Area** – The proposed premises will provide the DHS occupancy of 24,811 square feet of office space and 125 on-site parking spaces.

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

- Need for proximity to service area and population: Continued need for office space in the Commerce 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.
- 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: The existing building meets are the requirements for the department.
- 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 renewal over the entire term is \$4,110,000.

**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 \$31.20 per square foot, per year for the proposed lease represents a rate that is at top 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.

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

The proposed lease renewal will provide adequate and efficient office space for approximately 230 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**

**OMNINET CP OAKWOOD, LLC, a Delaware limited liability company and OMNINET  
COMMERCE PLAZA, LLC, a Delaware limited liability company, as tenants in common -  
Landlord**

**5701 S. Eastern**

**SUITE 400 – Entire 4<sup>th</sup> Floor**

**Commerce, CALIFORNIA 90040**

**TABLE OF CONTENTS**

	<b>Page</b>
1. BASIC LEASE INFORMATION .....	1
1.1 Terms .....	1
1.2 Defined Terms Relating to Landlord's Work Letter .....	3
1.3 Exhibits to Lease .....	4
1.4 Addendum No. 1 .....	4
2. PREMISES .....	4
2.1 Lease of Premises .....	4
2.2 Measurement of Premises .....	4
3. COMMON AREAS .....	4
4. COMMENCEMENT AND EXPIRATION DATES .....	5
4.1 Term .....	5
4.2 Termination Right for Delay of Commencement Date .....	5
4.3 Early Entry .....	6
4.4 Early Termination as of the Early Termination Date .....	6
5. RENT .....	6
5.1 Base Rent .....	6
5.2 Base Rent Adjustments .....	6
6. USES .....	6
7. HOLDOVER .....	7
8. COMPLIANCE WITH LAW .....	7
9. DAMAGE OR DESTRUCTION .....	7
9.1 Damage .....	7
9.2 Tenant Termination Right .....	7
9.3 Damage In Last Year .....	8
9.4 Default By Landlord .....	8
10. REPAIRS AND MAINTENANCE .....	8
10.1 Landlord Representations .....	8
10.2 Landlord Obligations .....	10
10.3 Tenant Obligations .....	11
10.4 Tenant's Right to Repair .....	11
11. SERVICES AND UTILITIES .....	12
11.1 Services .....	12
11.2 Utilities .....	13
12. TAXES .....	14
13. LANDLORD ACCESS .....	14
14. TENANT DEFAULT .....	14
14.1 Default .....	14
14.2 Termination .....	14
14.3 No Effect on Indemnity .....	15
15. LANDLORD DEFAULT .....	15
15.1 Remedies .....	15
15.2 Waiver .....	15
15.3 Emergency .....	15
16. ASSIGNMENT AND SUBLETTING .....	16
16.1 Assignment and Subletting .....	16
16.2 Sale .....	16
17. ALTERATIONS AND ADDITIONS .....	17
17.1 Landlord Consent .....	17

	17.2	End of Term .....	17
18.		CONDEMNATION .....	17
	18.1	Controlling Terms.....	17
	18.2	Total Taking.....	17
	18.3	Partial Taking.....	17
	18.4	Restoration .....	18
	18.5	Award .....	18
	18.6	Waiver of Statute .....	18
19.		INDEMNIFICATION.....	18
	19.1	Landlord's Indemnity.....	18
	19.2	Tenant's Indemnity.....	19
20.		INSURANCE .....	19
	20.1	Waiver .....	19
	20.2	General Insurance Provisions – Landlord Requirements.....	19
	20.3	Insurance Coverage Types And Limits.....	22
	20.4	Landlord Requirements.....	22
21.		PARKING.....	23
	21.1	Tenant's Rights .....	23
	21.2	Remedies .....	23
22.		ENVIRONMENTAL MATTERS.....	24
	22.1	Hazardous Materials .....	24
	22.2	Landlord Indemnity .....	24
23.		ESTOPPEL CERTIFICATES.....	25
24.		TENANT IMPROVEMENTS .....	25
25.		LIENS.....	25
26.		SUBORDINATION AND MORTGAGES .....	25
	26.1	Subordination and Non-Disturbance .....	25
	26.2	Existing Deeds of Trust.....	25
	26.3	Notice of Default .....	25
27.		SURRENDER OF POSSESSION.....	26
28.		SIGNAGE.....	26
29.		QUIET ENJOYMENT .....	26
30.		GENERAL .....	26
	30.1	Headings .....	26
	30.2	Successors and Assigns.....	26
	30.3	Brokers .....	26
	30.4	Entire Agreement.....	27
	30.5	Severability .....	27
	30.6	Notices.....	27
	30.7	Governing Law and Venue.....	27
	30.8	Waivers.....	27
	30.9	Time of Essence .....	27
	30.10	Consent .....	27
	30.11	Community Business Enterprises .....	28
	30.12	Memorandum of Lease .....	28
	30.13	Counterparts; Electronic Signatures.....	28
31.		AUTHORITY.....	28
32.		ACKNOWLEDGEMENT BY LANDLORD .....	29
	32.1	Consideration of GAIN Program Participants .....	29
	32.2	Solicitation of Consideration.....	29
	32.3	Landlord Assignment .....	30

32.4	Smoking in County Facilities.....	31
33.	IRREVOCABLE OFFER.....	31

## **EXHIBITS**

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

COUNTY OF LOS ANGELES  
CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between OMNINET CP OAKWOOD, LLC, a Delaware limited liability company and OMNINET COMMERCE PLAZA, LLC, a Delaware limited liability company, as tenants in common ("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>Omninet Commerce Plaza, LLC 9420 Wilshire Blvd, Fourth Floor Beverly Hills, CA 90212 Attention: Michael Danielpour Email: Michael@omninet.com</p> <p>With a copy to:</p> <p>Omninet Property Management, Inc. 9420 Wilshire Blvd, Fourth Floor Beverly Hills, CA 90212 Attention: Commercial Operations Email: maryr@omninet.com</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>



(c) Premises:	Approximately 24,811 rentable square feet, designated as Suite 400, in the Building (defined below) ("Premises"), as shown on <u>Exhibit A</u> attached hereto.
(d) Building:	The Building located at 5701 South Eastern Avenue, Commerce, California 90040, which is currently assessed by the County Assessor as APN 6332-003-020 (the "Property")
(e) Term:	Five (5) years, commencing March 28, 2025 (the "Commencement Date"), and terminating at midnight on March 27, 2030 (the "Termination Date"), subject to earlier termination by Tenant as provided herein. The phrase "Term of this Lease" or "the Term hereof" as used in this Lease, or words of similar import, shall refer to the initial Term of this Lease together with any additional Extension Term for which an option has been validly exercised.
(f) Commencement Date:	March 28, 2025
(g) Irrevocable Offer Expiration Date: (see Section 33)	Not applicable
(h) Base Rent:	\$2.60 per rentable square foot per month (i.e., \$64,508.60 per month or \$744,103.20 per year) and subject to annual adjustments as described in Section 5.3 below
(i) Early Termination Date (see Section 4.4)	Not applicable
(j) Intentionally Omitted	Intentionally Omitted
(k) Initial Departmental Use:	Department of Health Services administrative offices for the Human Resources Division, subject to Section 6.
(l) Parking Spaces:	125 unreserved parking spaces (i.e., 5.0 parking spaces/1,000 RSF) located in the Building's parking lot at no additional cost to the Tenant.
(m) Tenant's Hours of Operation:	6 a.m. to 8 p.m. Monday through Friday, and 9 a.m. to 1 p.m. on Saturdays

(n) Asbestos Report:	A report dated January 29, 2024 prepared By Hart Laboratory, Inc.
(o) Seismic Report	A report dated August 13, 2001 prepared by Department of Public Works
(p) Disabled Access Survey	A report dated April 15, 2024 prepared by CASp Experts LLC

1.2 Defined Terms Relating to Landlord's Work Letter

(a) Landlord's TI Allowance:	Not applicable
(b) Tenant's TI Contribution:	Not applicable
(c) Tenant's TI Contribution Amortization Rate and Change Authorization Amortization Rate:	Not applicable
(d) Estimated Monthly Payments Attributable to Total TI Costs in Excess of Landlord's TI Allowance	Not applicable
(e) Tenant Representative for Landlord's Work Letter:	An assigned staff person of the Chief Executive Office - Real Estate Division
(f) Landlord's Work Letter Representative:	William Molina or an assigned person of the Landlord
(g) Landlord's Address for Work Letter Notices:	Omninet Commerce Plaza, LLC 9420 Wilshire Blvd, Fourth Floor Beverly Hills, CA 90212 Attention: Michael Danielpour  With a copy to:  Omninet Property Management, Inc. 9420 Wilshire Blvd, Fourth Floor Beverly Hills, CA 90212 Attention: Commercial Operations
(h) Tenant's Address for Work Letter 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

<p>1.3    <u>Exhibits to Lease</u></p>	<p>Exhibit A - Floor Plan of Premises                  Exhibit B - Intentionally Omitted                  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                  Exhibit I - Landlord's Work Letter</p>
--	---

**2.    PREMISES**

2.1    Lease of Premises

Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, upon the terms and conditions herein set forth, the Premises described in Section 1.1 and depicted on Exhibit A attached hereto. Tenant hereby acknowledges that it currently leases the Premises pursuant to that certain Lease Agreement dated August 21, 2007 ("Prior Lease"), which expires by its terms on March 19, 2025 and that it has exercised the option to extend the Term set forth in the Prior Lease pursuant to that certain Notice of Intent to Exercise Option to Extend dated March 21, 2024. Tenant desires to continue to lease the Premises upon the terms and conditions of this Lease (as opposed to the terms and conditions of the Prior Lease).

2.2    Measurement of Premises

Tenant shall have the right at any time prior to the Commencement Date of 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 Z65.1-2017, Method A, as promulgated by the Building Owners and Management Association ("BOMA") International, except that no penthouse mechanical room space shall be included in the measurement. A copy of such measurement report shall be delivered to Landlord. Landlord and Tenant hereby agree there will be no modification made to the Base Rent if the remeasured square footage exceeds or is less than the amount set forth in Section 1.1(c) above.

**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 commence upon the Commencement Date and terminate on the Termination Date.

**4.2 Termination Right For Delay of Commencement Date**

Not Applicable.

**4.3 Early Entry**

Not Applicable.

**4.4 Early Termination as of the Early Termination Date**

Not Applicable

**4.5 Intentionally Omitted**

**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-Controller (A-C) of the Tenant 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 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 Auditor-Controller (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.

**5.3 Rent Adjustments.**

The Base Rent set forth in Section 1.1(h) is subject to three percent (3%) annual increases. Accordingly, during the Term, Base Rent shall be paid in the following amounts, per the following payment schedule:

<u>Period of the Term</u>	<u>Monthly Base Rent</u>
March 28, 2025 – March 27, 2026	\$64,508.60
March 28, 2026 – March 27, 2027	\$66,443.86
March 28 2027 – March 27, 2028	\$68,437.17
March 28, 2028 – March 27, 2029	\$70,490.29
March 28, 2029 – March 27, 2030	\$72,605.00

**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, for 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 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 ninety (90) 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. If Landlord delivers a termination notice to Tenant as provided herein and Tenant fails to surrender the Premises to Landlord by the expiration of such ninety (90) day period, then no additional notice is required from Landlord prior to initiating legal proceedings.

**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 equivalent 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 fifteen (15) 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 equivalent value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days for any reason, then Tenant may terminate this Lease by giving Landlord written notice within ten (10) days after Tenant's receipt of written notice from Landlord or its agents specifying such time period of repair; and this Lease

shall terminate and the Base Rent shall be abated from the date the Premises became unusable. If Tenant does not elect to terminate this Lease, then Landlord shall promptly commence and diligently prosecute to completion the repairs to the Building or Premises, provided that insurance proceeds are available to repair the damages.

**9.3 Damage In Last Year**

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

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

**9.4 Default By Landlord**

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

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

**10. REPAIRS AND MAINTENANCE**

**10.1 Landlord Representations**

- (a) Landlord represents to Tenant that, to Landlord's actual knowledge as of the date hereof and on the Commencement Date:
  - i. Subject to the reports provided to Tenant as described in Section 1.1 above, 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 reasonably 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 the Landlord's Work Letter.

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

## 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
  - iv. elevators serving the Building;
  - v. landscaping throughout the Building, the Building perimeter, and parking areas
- (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 seven (7) 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) business days after written notice, then Tenant shall be entitled to deduct from Base Rent payable by Tenant under this Lease the amount set forth in its invoice for such work. The remedies provided in this Section are in addition to the remedies provided in Section 15.

- (b) Notwithstanding any provisions of this Lease to the contrary, Tenant, acting through the County's Chief Executive Office, may request that the Landlord perform, supply and administer any repairs, maintenance, building services and/or alterations that are the responsibility of the Tenant, not to exceed \$5,000, as part of a separate purchase order issued by the County on Tenant's behalf. In such case, Tenant shall promptly reimburse Landlord for such costs within thirty (30) days after completion and Tenant's receipt of an applicable invoice, prior written approval from tenant and Landlord and all supporting documentation. Any improvements by Landlord shall be subject to (i) the Work Letter provisions regarding selection and bidding of contractors, Landlord-Tenant coordination and audit rights, and Tenant's remedies found in said Work Letter; and (ii) compliance with County Internal Services Department Purchasing Policy and Procedure No. A-0300, effective November 22, 2016, delivered to Landlord and incorporated by reference herein. This Section shall not apply to any Tenant Improvements as defined in Section 24.

## 11. SERVICES AND UTILITIES

### 11.1 Services

- (a) 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. If Tenant desires HVAC after or before Tenant's Hours of Operation, then Tenant shall pay to Landlord for such usage the rate of \$85.00 per hour, per HVAC unit, with a two hour minimum per occasion. Such charges shall be paid to Landlord within thirty (30) days after Landlord's delivery of an applicable invoice. In addition, Landlord shall furnish HVAC, at Tenant's expense, 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. Tenant acknowledges that the existing supplemental heating, ventilation and air conditioning system ("Supplemental HVAC") which serves the Premises is currently submetered to measure the amount of electricity consumed therein during hours other than Tenant's Hours of Operation. Landlord shall cause such sub-meters to be read on a monthly basis and Tenant shall pay to Landlord for the electricity consumed by the mechanical room(s) during hours other than Tenant's Hours of Operation within thirty (30) days after Landlord's delivery of an applicable invoice.

(b) Electricity

Landlord shall furnish to the Premises 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.

(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.

(h) 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) business 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.

(i) Landscaping

Landlord, at its sole cost and expense, shall maintain all landscaping.

(j) Security

Landlord, at its sole cost and expense, shall be responsible for providing a roving security patrol for the common areas of the Building. Tenant, at its sole cost and expense, shall be responsible for providing security within the Premises (as needed).

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

- (a) to remedy such default or breach and deduct the costs thereof (including but not limited to attorney' fees) 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 notice and cure period, Tenant may cure any default after delivering written notice of such default to Landlord and 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 of Liability**

Notwithstanding anything to the contrary set forth in this Lease, Landlord, its managers, members, shareholders, partners, limited partners, general partners, officers, directors, contractors, agents and employees (collectively, "Landlord Parties") shall not be liable for any injury to Tenant's business or any consequential, punitive, special or exemplary damages, however occurring. Without limiting the foregoing, Landlord and the Landlord Parties shall not be liable for any claims, losses, liabilities or damages (collectively, "Losses") to the personal property of Tenant or its employees, invitees, customers, agents or contractors for any cause unless caused by gross negligence or intentional misconduct of Landlord Parties.

**16. ASSIGNMENT AND SUBLETTING**

**16.1 Assignment and Subletting**

Tenant may assign, mortgage, encumber or otherwise transfer this Lease or sublet the whole or any part of the Premises without first obtaining Landlord's prior consent; provided, however, no such assignment, subletting or other transfer shall relieve Tenant of any liability under this Lease unless Landlord has given its written consent thereto, which Landlord shall not unreasonably withhold if the assignee has a financial condition which is reasonably sufficient for it to be responsible for all future obligations under this Lease. Notwithstanding the foregoing to the contrary, this Lease shall not be assigned to the Department of Corrections or Department of Probation to the extent such departments use the Premises for public facing purposes as opposed to administrative office use.

**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 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 reasonable 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 reasonable 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 reasonably 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 the Common Areas and Premises, 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. Tenant's insurance policies shall be primary with respect to all of Tenant's personal property, furniture, fixtures and equipment located within the Premises.

(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.

(i) **Per Occurrence Coverage**

If any part of the Required Insurance is written on a per occurrence basis, any policy retroactive date shall precede the start date of this Lease. Landlord understands and agrees it shall maintain such coverage until the date of the closing of any sale of the Building by Landlord to a third party.

(j) **Application of Excess Liability Coverage**

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

(k) **Separation of Insureds**

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

(l) **Intentionally Omitted**

**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:	\$ 3 million
Products/Completed Operations Aggregate:	\$ 2 million
Personal and Advertising Injury:	\$ 2 million
Each Occurrence:	\$ 2 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:	\$ 5 million
Products/Completed Operations Aggregate:	\$ 5 million
Personal and Advertising Injury:	\$ 3 million
Each Occurrence:	\$ 3 million

Landlord shall be permitted to maintain such coverage pursuant to an umbrella or excess polic(ies) of insurance.

- (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 unreserved parking spaces set forth in Section 1.1, without charge, for the Term of this Lease. Up to ten percent (10%) of Tenant's parking spaces may be provided as tandem parking spaces, provided Landlord, at its sole cost and expense, includes a reasonable number of parking attendants for such tandem parking, and Landlord must give sixty (60) days' advance written notification to Tenant of Landlord's election to provide tandem parking spaces. Other than such ten percent (10%) allocation, no other tandem parking shall be required or allowed, and Tenant shall be entitled to full in/out

privileges at all times. Tenant's parking rights shall be subject to reasonable parking rules and regulations adopted by Landlord from time to time, provided that such procedures shall be uniformly applied to all tenants. Tenant acknowledges that all unreserved parking spaces are not for the exclusive use of Tenant, rather, all such parking spaces are to be used on a non-exclusive, first-come, first-served basis by Tenant and other tenants, occupants, licensees, invitees and permittees of the Building.

## 21.2 Remedies

Landlord acknowledges that it is a material term of this Lease that Tenant receives all of the parking spaces to which it is entitled under this Lease for the entire Term of this Lease and that it would be impracticable and extremely difficult to fix the actual damages for a breach of such provisions. It is therefore agreed that if, for any reason whatsoever other than an emergency or Landlord's performance of its repair and maintenance obligations, ten percent (10%) or more 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), and, if such parking spaces are not restored to Tenant within five (5) business days after Landlord's receipt of written notice from Tenant 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, 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 reasonable expenses arising at any time during or after the Term as a result of, or in connection with, the presence of Hazardous Materials on, under or about the Premises, Building or Common Areas caused by Landlord or Landlord's 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 in violation of applicable laws. 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.

**22.3 Tenant Indemnity**

Tenant agrees to indemnify, defend and hold harmless Landlord and the Landlord Parties from and against all liability, expense (including defense costs, legal fees and response costs imposed by law) and claims for damages which arise out of the presence of Hazardous Materials on the Premises caused by Tenant or Tenant's contractors, agents or employees.

The indemnification provisions of this Section 22 shall survive the expiration or earlier termination of this Lease.

**23. ESTOPPEL CERTIFICATES**

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



**24. TENANT IMPROVEMENTS**

Tenant acknowledges that there are no Tenant Improvements in connection with this Lease. However, Landlord shall perform the Landlord Work set forth in Exhibit "I" attached hereto.

**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**

Tenant acknowledges that there is an existing subordination agreement between Tenant and the current mortgage holder for the Property which was executed in November 6, 2023 and that no new subordination agreement is required in connection with 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**

During the Term, Tenant shall be permitted to continue to use the signage currently being used by Tenant at the Building which consists of lobby directory and identification signage located at the entrance to the Premises.

**29. QUIET ENJOYMENT**

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

**30. GENERAL**

**30.1 Headings**

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

**30.2 Successors and Assigns**

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

**30.3 Brokers**

Landlord and Tenant each represent and warrant to each other that it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease other than CBRE, Inc. DRE #00409987 (Tim Vaughan DRE #00902652) (the "Tenant's Agent") and CBRE, Inc. DRE #00409987 (Tom Sheets DRE #01252183 and Quint Carroll DRE #01914692) (Landlord's Agent") and shall indemnify and hold harmless each other against any loss, cost, liability or expense incurred by the other party as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made in variance with this representation. The terms of any commissions due shall be pursuant to a separate commission agreement between Landlord and Tenant's Agent.

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

**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. It is hereby expressly agreed that a sale agreement which sets forth sale of the Building or an assignment agreement pursuant to which Landlord assigns its interest in this Lease in connection with a sale of the Building do not constitute a Security Agreement under this Lease.
- (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) If Landlord shall be convicted by applicable Court of law of violating the provisions of Section 5951 of the California Government Code, such conviction, which is a requirement for Tenant to exercise its remedies pursuant to Section 5954 of the California Government Code, will constitute a material breach of this Lease, upon which Tenant shall have the right to exercise the remedy set forth in such Section 5954 of the California Government Code. In addition, in the event Landlord is convicted of violating Section 5951 of the California Government Code, 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, other than purchasers, lenders and prospective purchasers and lenders and all of their legal representatives and brokers on a need to know basis, 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.
- (h) Notwithstanding any contrary provision contained in this Lease, Landlord shall have the right at any time and from time to time, to refinance the Building or transfer Landlord's right, title and interest in and to the Building or Property without Tenant's consent.

#### 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 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. Intentionally Deleted**



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

LANDLORD:

OMNINET CP OAKWOOD, LLC,  
a Delaware limited liability company

By: Omninet Oakwood, LP,  
a Delaware limited partnership,  
its sole member

By: Omninet 2014, GP, LLC,  
a California limited liability company,  
its general partner

By: Michael Danielpour  
Michael Danielpour  
Manager of General Partner

OMNINET COMMERCE PLAZA, LLC,  
a Delaware limited liability company

By: Michael Danielpour  
Michael Danielpour  
Manager

TENANT:

COUNTY OF LOS ANGELES,  
a body corporate and politic

FESIA A. DAVENPORT  
Chief Executive Officer

By: \_\_\_\_\_  
John T. Cooke  
Assistant Chief Executive Officer

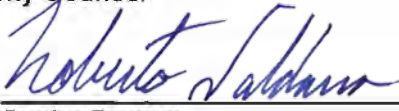
ATTEST:

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

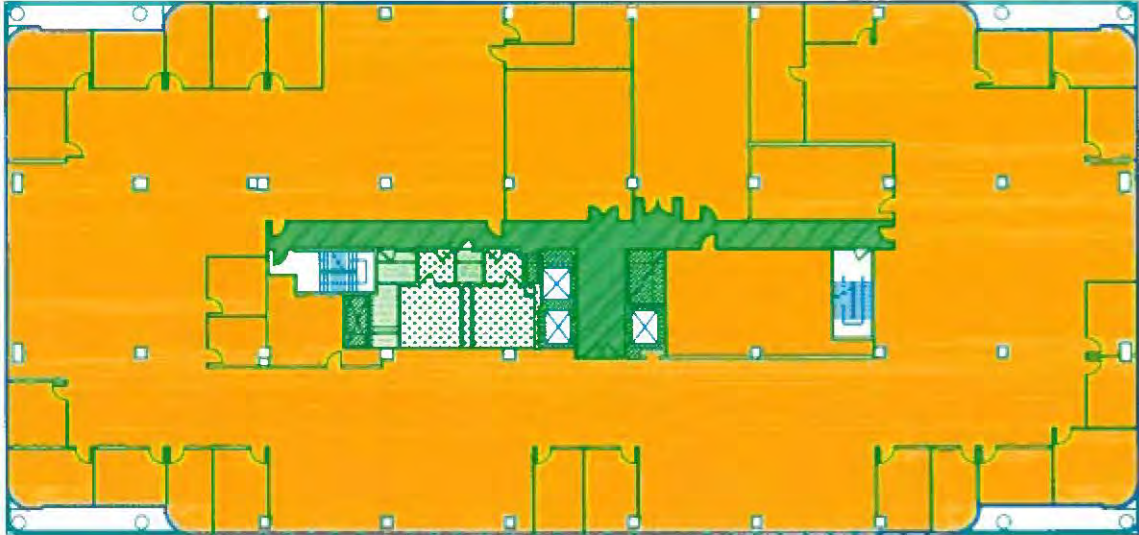
By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By:   
Senior Deputy

**EXHIBIT A**  
**FLOOR PLAN OF PREMISES**



**EXHIBIT B**

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

**NOT APPLICABLE**

## **EXHIBIT C**

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

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

## EXHIBIT D

### CLEANING AND MAINTENANCE SCHEDULE

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

1. Carpets vacuumed.
2. Composition floors dust-mopped.
3. Desks, desk accessories and office furniture dusted. Papers and folders left on desk not to be moved.
4. Waste baskets, other trash receptacles emptied.
5. Chairs and waste baskets returned to proper position.
6. Fingerprints removed from glass doors and partitions.
7. Drinking fountains cleaned, sanitized and polished.
8. Lavatories, toilets and toilet rooms cleaned and mopped. Toilet supplies replenished.
9. Bulb and tube replacements, as required.
10. Emergency exit signage and egress battery replacement (if applicable)
11. Graffiti expunged as needed within two working days after notice by Tenant
12. Floors washed as needed.
13. Standard kitchen/lunchroom/restroom supplies replenished, including, but, not limited to, paper supplies and soap.
14. Non-exclusive day porter service from 7:00 a.m. to 5:00 p.m., Monday through Friday

#### B. WEEKLY

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

#### C. MONTHLY

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

20. Picture moldings and frames dusted.
21. Wall vents and ceiling vents vacuumed.
22. Carpet professionally spot cleaned as required to remove stains.
23. Intentionally Omitted.

D. QUARTERLY

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

E. SEMI-ANNUALLY

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

F. ANNUALLY

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

G. AS NEEDED

34. Premises and the sidewalks, driveways, parking areas and all means of access and egress for the Premises should be maintained in good repair, and in clean and safe condition at all times.
35. All lawns, shrubbery and foliage on the grounds of the Premises should be maintained in good condition and neat in appearance. Grass and shrubbery must be replanted as needed to maintain the grounds in good appearance and condition.

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

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

38. All walls repainted and wall coverings replaced throughout the Premises. The paint finish should be eggshell or semi-gloss as directed by Tenant and in a color acceptable to Tenant. In no event will Landlord be required to repaint or replace wall coverings more than one (1) time in a five (5) year period (the "Occurrence") except for touch-up paint as provided in Paragraph 6.C. of this Exhibit E.
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"), OMNINET CP OAKWOOD, LLC, a Delaware limited liability company and OMNINET COMMERCE PLAZA, LLC, a Delaware limited liability company, as tenants in common ("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: Omninet Commerce Plaza, LLC  
9420 Wilshire Blvd., 4th Floor  
Beverly Hills, CA 90212  
Attention: Michael Danielpour

With a copy to:

Omninet Property Management, Inc.  
9420 Wilshire Blvd., 4th Floor  
Beverly Hills, CA 90212  
Attention: Commercial Operations

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:

OMNINET CP OAKWOOD, LLC,  
a Delaware limited liability company

By: Omninet Oakwood, LP,  
a Delaware limited partnership,  
its sole member

By: Omninet 2014, GP, LLC,  
a California limited liability company,  
its general partner

By: \_\_\_\_\_  
Michael Danielpour  
Manager of General Partner

OMNINET COMMERCE PLAZA, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Michael Danielpour  
Manager

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)*

<b>I. Minority/Women Participation in Firm (Partners, Associate Partners, Managers, Staff, etc.)</b>						
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						
<b>II. PERCENTAGE OF MINORITY/WOMEN OWNERSHIP IN FIRM</b>						
1. Type of Business Structure: (Corporation, Partnership, Sole Proprietorship, Etc.) _____						
2. Total Number of Ownership/Partners, Etc.:			<b>III. MINORITY/WOMEN-OWNED FIRM CERTIFICATION</b>			
3. Provide the percentage of ownership in each category.	All Empl oyees	Wome n	Is your firm currently certified as a minority owned			



Black/African American			business firm by the: State of California? <input type="checkbox"/>
Hispanic/Latin American			Yes <input type="checkbox"/> No <input type="checkbox"/>
Asian American			City of Los Angeles? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>
Portuguese American			Federal Government? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>
American Indian/Alaskan Native			<b>Section D. OPTION TO PROVIDE REQUESTED INFORMATION</b>
All Others			<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 OMNINET CP OAKWOOD, LLC, a Delaware limited liability company and OMNINET COMMERCE PLAZA, LLC, a Delaware limited liability company, as tenants in common (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:

OMNINET CP OAKWOOD, LLC,  
a Delaware limited liability company

By: Omninet Oakwood, LP,  
a Delaware limited partnership,  
its sole member

By: Omninet 2014, GP, LLC,  
a California limited liability  
company,  
its general partner

By: \_\_\_\_\_  
Michael Danielpour  
Manager of General  
Partner

OMNINET COMMERCE PLAZA, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Michael Danielpour  
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  
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 LETTER

Landlord shall perform the following work in the Premises (collectively, the "Landlord Work"):

- (i) Rebalance (or redistribute air of) the existing HVAC units serving the Premises;
- (ii) Perform such work which Landlord, in its sole discretion, determines is required in order to significantly reduce or eliminate, to the extent reasonably practicable, the noise emanating from the existing ballasts in the main conference room of the Premises; and
- (iii) Perform such work which Landlord, in its sole discretion, determines is required in order to balance the air temperature in the computer/data room of the Premises.

The Landlord Work shall be performed by Landlord using Building standard materials, quantities and specifications selected by Landlord, in its sole discretion. Tenant shall have no right to modify the scope of the Tenant Improvements. Tenant hereby agrees that Landlord shall be permitted to perform the Landlord Work during Tenant's standard business hours and acknowledges that there may be inconvenience or annoyance resulting from Landlord's performance of the Landlord Work. Tenant further agrees that Landlord shall not be liable for any interference or damages or claims of constructive eviction to the extent arising out of or resulting from Landlord's performance of the Landlord Work.

**BOARD LETTER/MEMO  
CLUSTER FACT SHEET**

Board Letter

Board Memo

Other

<b>CLUSTER AGENDA REVIEW DATE</b>	9/18/2024	
<b>BOARD MEETING DATE</b>	10/8/2024	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	CHIEF EXECUTIVE OFFICE	
<b>SUBJECT</b>	COUNTYWIDE CLASSIFICATION/COMPENSATION ACTIONS	
<b>PROGRAM</b>		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No - Not Applicable	
<b>DEADLINES/ TIME CONSTRAINTS</b>		
<b>COST &amp; FUNDING</b>	Total cost: \$390,000 (all funds) \$114,000 (NCC)	Funding Source:
	TERMS (if applicable):	
	Explanation:	
<b>PURPOSE OF REQUEST</b>		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<ul style="list-style-type: none"> <li>• Add one (1) new unclassified classification and three (3) new employee classifications to the Departments of Chief Executive Officer (CEO), Justice, Care and Opportunities (JCOD); Probation, and Public Works;</li> <li>• Change the title of five (5) represented classifications;</li> <li>• Change the salary range of one (1) non-represented classification; and</li> <li>• Reclassify 13 positions in the Departments of Agricultural Commissioner/Weights and Measures (ACWM), Children and Family Services, Fire, Health Services (DHS), and Human Resources.</li> </ul>	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Jennifer Revuelta, Principal Analyst, (213) 974-1783, <a href="mailto:jrevuelta@ceo.lacounty.gov">jrevuelta@ceo.lacounty.gov</a>	



## **CEO October 8, 2024 General Reclass Board Letter Summary**

CEO Classification/Compensation Contact Information:

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

This Board Letter includes:

1. Add one (1) new unclassified classification and three (3) new employee classifications to the Departments of Chief Executive Officer (CEO), Justice, Care and Opportunities (JCOD); Probation, and Public Works;
2. Change the title of five (5) represented classifications;
3. Change the salary range of one (1) non-represented classification; and
4. Reclassify 13 positions in the Departments of Agricultural Commissioner/Weights and Measures (ACWM), Children and Family Services, Fire, Health Services (DHS), and Human Resources.



## Chief Executive Office.

### COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, CA 90012  
(213) 973-1101 ceo.lacounty.gov

#### CHIEF EXECUTIVE OFFICER

Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

October 8, 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:

### **COUNTYWIDE CLASSIFICATION/COMPENSATION ACTIONS (ALL DISTRICTS) (3 VOTES)**

#### **SUBJECT**

This letter and accompanying ordinance will update the tables of positions and the departmental staffing provisions by adding one (1) new unclassified classification and three (3) new employee classifications; changing the title of five (5) represented classifications; changing the salary range of one (1) non-represented classification; and reclassifying positions in various County departments.

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

Approve the accompanying ordinance amending Title 6-Salaries, of the County Code to:

1. Add one (1) new unclassified classification and three (3) new employee classifications to the Departments of Chief Executive Officer (CEO), Justice, Care and Opportunities (JCOD); Probation, and Public Works;
2. Change the title of five (5) represented classifications;
3. Change the salary range of one (1) non-represented classification; and
4. Reclassify 13 positions in the Departments of Agricultural Commissioner/Weights and Measures (ACWM), Children and Family Services, Fire, Health Services (DHS), and Human Resources.

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

The Board of Supervisors (Board) has requested submission of classification and compensation letters on a periodic basis throughout the year to implement recommended



actions in a timely manner. Approval will provide the ordinance authority for County departments to implement the classification and compensation changes in this letter.

These recommendations will ensure the proper allocation of positions based upon the duties and responsibilities assigned to these jobs and as performed by the incumbents (Attachments A and B). This is a primary goal of the County's classification and compensation system. These actions are recommended based upon generally accepted professional principles of classification and compensation. Furthermore, these actions are important in addressing departmental operational needs and in maintaining consistency in personnel practices throughout the County. The proper allocation of positions facilitates efficient business operations and can reduce the number of costly personnel-related issues.

#### New Unclassified Classification

We are recommending the creation of one (1) unclassified classification for establishment in the County Classification Plan. The Special Services Assistant V (UC) (Item No. 0856) (Attachment A) is being established in the CEO to provide the department with the ability to assist the CEO with leading the work of the Jail Closure Implementation Team (JCIT) and will also assist in leading the mission to safely and methodically depopulate and eventually close Men's Central Jail. Special Services Assistant V (UC) will report to the Executive Director over the JCIT who reports directly to the CEO.

#### New Employee Classifications

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

As such, the Director, JCOD (UC), Chief Deputy Director, JCOD (UC), and Assistant Director, JCOD (UC) have been created to lead the department's operations. We are recommending the creation of one (1) new classification, Justice Division Director (Item No. 3070) (Attachment A) to oversee various sections comprised of multiple units within the department. The Justice Division Director will have responsibility for providing program and administrative services which directly impact the management of

department programs and administrative operations, including program design and development, planning, implementation, administration, and evaluation.

On May 2, 2023, the Board adopted a motion delegating authority to the CEO on Agenda Item 72-F (Constitutional and Optimal Levels of Care for Probation Youth) for the approval of salaries, positions, and persons to be employed by the Probation Department in any newly created or modified existing classifications for the limited purpose of supporting the County's compliance with the State Board of State and Community Corrections regulations and the California Department of Justice Consent Decree, as they apply to the juvenile halls.

As a result of this delegated authority, CEO initially created two (2) new classifications, Internal Affairs Investigator, Probation (Item No. 8639) and Safety and Security Specialist (Item No. 2746). On August 6, 2024, the Board approved an amendment to Section 6.28.050 – Tables of Classes of Positions with Salary Schedule and Level to add the two (2) new classifications previously created. A third new classification, Probation Assistant (Item No. 0874) (Attachment A), was also created under this delegated authority. CEO worked with the Department of Auditor-Controller to create this new classification in the County's payroll system to expedite the recruitment of positions and meet regulatory requirements. We are recommending amending Section 6.28.050 – Tables of Classes of Positions with Salary Schedule and Level to add the Probation Assistant classification.

Positions allocated to the new Probation Assistant classification will be assigned to the Probation Department to perform a variety of non-sworn, moderate to complex administrative and operational probation-specific support functions and activities. The Probation Assistant will be primarily responsible for collaborating on client case supervision, conducting investigations and assessments, preparing court reports, ensuring policy compliance, evaluating operations, facilitating release requests, and serving as a technical resource.

On September 12, 2023, the Board adopted a motion that directed the CEO, in coordination with the Department of Public Works, to create a Transportation Commission. The purpose of the Commission is to advise and assist the Board on all matters pertaining to transportation policies, State and federal legislation, goals, plans, processes, contracts, and mobility-related major capital projects. As such, we are recommending the creation of one (1) new classification, Member, Transportation Commission (Item No. 9422) (Attachment A). These Commissioners will have expertise in mobility/transit planning, transportation engineering, public health, sustainability, racial equity and justice, and aging and disability advocacy, and make recommendations to the Board on items related to transportation matters within the unincorporated communities of the County.

### Title Change

We are recommending title changes for five (5) classifications within the Waste Control Engineering Inspector Group in the Department of Public Works. The classifications will be retitled as Environmental Programs Inspector (Attachment A) to reflect their responsibilities for various environmental programs such as industrial waste, underground storage of hazardous substances, stormwater, and recycling. The title changes have been approved by the Employee Relations Commission.

### Salary Adjustment

We are recommending a salary range adjustment for one (1) non-represented classification assigned to the Sheriff Department (Attachment A). The classification of Senior Employee Services Representative, Sheriff (Item No. 1847) has been studied and the adjusted salary range more accurately reflects the duties and responsibilities of this classification.

### Reclassifications

There are 13 positions in five (5) departments (ACWM, Children and Family Services, Fire, DHS, and Human Resources) that are being recommended for reclassification (Attachment B). The duties and responsibilities assigned to these positions have changed since the original allocations were made. Therefore, the subject positions would be more appropriately allocated in the recommended classes.

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

These recommended actions support the County's Strategic Plan North Star 3 – Realize Tomorrow's Government Today, Focus Area Goal B – Diverse and Inclusive Workforce, Strategy 2 – Fairness and Equity.

### **FISCAL IMPACT/FINANCING**

The total cost resulting from the recommended reclassifications and salary reallocation is \$390,000 and the net County cost portion is \$114,000. Cost increases associated with the recommended actions will be absorbed within the Adopted Budget for each affected department. No additional funding is required.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

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

Appropriate notifications have been made to the impacted employee organizations regarding the recommended classification actions. The accompanying ordinance implementing amendments to Title 6-Salaries, of the County Code, has been approved as to form by County Counsel.

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

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

Respectfully submitted,

FESIA A. DAVENPORT  
Chief Executive Officer

FAD:JMN:JDS:AYH  
JR:AS:mmg

Enclosures

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

## CLASSIFICATION PLAN CHANGES

### ATTACHMENT A

#### UNCLASSIFIED CLASSIFICATION RECOMMENDED FOR ADDITION TO THE CLASSIFICATION PLAN

Proposed Savings/ Cafeteria Benefit Plan	Item No.	Title	Recommended Salary Schedule and Level	
Savings/ Megaflex	0856	Special Services Assistant V (UC)	N23	R15

#### CLASSIFICATIONS RECOMMENDED FOR ADDITION TO THE CLASSIFICATION PLAN

Proposed Savings/ Cafeteria Benefit Plan	Item No.	Title	Recommended Salary Schedule and Level	
Savings/ Megaflex	3070	Justice Division Director	N23	S11
Horizons/ Options	0874	Probation Assistant	NMO	92C

#### CLASSIFICATION SUBJECT TO SPECIAL PAY PROVISIONS RECOMMENDED FOR ADDITION

Item No.	Title
9422	Member, Transportation Commission

**CLASSIFICATION PLAN CHANGES**

**ATTACHMENT A**

**REPRESENTED CLASSIFICATIONS RECOMMENDED  
FOR TITLE CHANGE IN THE CLASSIFICATION PLAN**

<b>Item No.</b>	<b>Current Title</b>	<b>Recommended New Title</b>
4215	Senior Waste Control Engineering Inspector	Senior Environmental Programs Inspector
4217	Supervising Waste Control Engineering Inspector I	Supervising Environmental Programs Inspector I
4219	Supervising Waste Control Engineering Inspector II	Supervising Environmental Programs Inspector II
4213	Waste Control Engineering Inspector	Environmental Programs Inspector
4211	Waste Control Engineering Inspector Trainee	Environmental Programs Inspector Trainee

**NON-REPRESENTED CLASSIFICATION RECOMMENDED  
FOR SALARY CHANGE IN THE CLASSIFICATION PLAN**

<b>Item No.</b>	<b>Title</b>	<b>Current Salary Schedule and Level</b>		<b>Recommended Salary Schedule and Level</b>	
1847	Senior Employee Services Representative, Sheriff	NMO	105E	NMO	107E

## DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

### ATTACHMENT B

#### AGRICULTURAL COMMISSIONER/WEIGHTS AND MEASURES

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Intermediate Typist-Clerk Item No. 2214A NMVO 76F Represented	1	Senior Typist-Clerk Item No. 2216A NMVO 80L Represented

The subject Intermediate Typist-Clerk position reports to the Departmental Human Resources Manager for the ACWM's Human Resources Division (HRD) and performs highly-specialized clerical duties in connection with employee mileage-reimbursement, telework, and service-recognition programs; payroll and new-employee processing; and HRD-internal and department-wide recruitment and examination activities. Specifically, the position coordinates the employee mileage-reimbursement program for the department using the Mileage Authorization & Reimbursement database in accordance with departmental and County policy and responds to employee inquiries regarding the program; organizes HRD telework reports and ensures accuracy of paycheck warrants and transmits employee direct deposit and withholding forms to payroll for processing; manages the HRD Daily Activity Report and employee schedules for HRD; ensures accuracy of packets for employee orientation and forms submitted for processing; assists with recruitment activities for HRD vacancies using the NEOGOV system and disseminates examination bulletins; generates service/supply and CalCard purchase orders; receives quotes from vendors for job fairs; attends job fairs as assigned; and logs, labels, and creates certificates and details written biographical information for ACWM Employee Service Award presentations.

The duties and responsibilities of the subject position meet the classification criteria for Senior Typist-Clerk, a class that performs skilled typing work and is distinguished from the Intermediate Typist-Clerk by performance of highly-specialized clerical duties requiring a highly-specialized knowledge of a particular function, with responsibility for applying proper procedures and for performing the work with only general direction. Therefore, we recommend upward reallocation of the subject position to Senior Typist-Clerk.

## DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

### ATTACHMENT B

#### CHILDREN AND FAMILY SERVICES

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Senior Clerk Item No. 1140A NMVO 80A Represented	1	Senior Typist-Clerk Item No. 2216A NMVO 80L Represented

The subject Senior Clerk position reports directly to the Intermediate Supervising Typist-Clerk within the Resource Family Support Division. The subject position performs a significant amount of typing to log, track, data enter, and process legal documents. This position also requires the use of multiple specialized computer databases to complete background checks, Emergency Response Referrals, Notices of Action, data tracking and analysis, and conversion of data into different formats.

The duties and responsibilities of the subject position meet the classification criteria for Senior Typist-Clerk, a class that is responsible for performing skilled typing work and performing highly-specialized clerical duties requiring a highly-specialized knowledge of a particular function with responsibility for applying proper procedures and for carrying out the work with only general direction. In addition, this position requires a significant amount of skilled typing to perform duties such as data entry, tracking, logging, and processing of legal documents. Therefore, we recommend upward reallocation of the subject position to Senior Typist-Clerk.

#### FIRE – ADMINISTRATION

No of Pos.	Present Classification	No of Pos.	Classification Findings
6	Payroll Clerk II Item No. 1334A NMVO 85L Represented	5	Assistant Supervising Payroll Clerk Item No. 1335A NMVO 86L Represented
		1	Supervising Payroll Clerk I Item No. 1338A NMVO 88L Represented



## DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

### ATTACHMENT B

#### FIRE – ADMINISTRATION (Continued)

The six (6) subject Payroll Clerk (PC) II positions currently report to Supervising Payroll Clerk I positions on various teams in Payroll Operations. The PC II positions are collectively responsible for processing payroll for all department personnel, both civilian and safety, to ensure accurate and timely compensation. This involves analyzing interfacing data and determining resolution once the internal timekeeping system integrates with the County's Enterprise Human Resources (eHR) database, requiring a high volume of lengthy, manual data adjustments each pay period. Moreover, the positions handle large numbers of inquiries and/or grievances from safety personnel and their respective labor unions, which require immediate attention and extensive research and analyses of applicable County policy and Memoranda of Understanding.

The upward reallocation of the subject positions to five (5) Assistant Supervising Payroll Clerk and one (1) Supervising Payroll Clerk I classes are recommended to reduce span of control and redistribute the current workload of existing staff to appropriate levels. Positions allocable to the Supervising PC I class are distinguished by supervising the payroll operation of a department, typically comprised of one to five payroll staff, by utilizing full-supervisory responsibility and certifying the accuracy of the payroll. Positions allocable to the Assistant Supervising PC class are responsible for acting as an assistant supervisor to a higher-level payroll supervisor and supervise payroll clerks engaged in processing payroll and/or payroll clerks who are assigned the more difficult projects.

#### HEALTH SERVICES – ADMINISTRATION

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Accounting Technician I Item No. 0642A NMO 83K Represented	2	Associate Chief Financial Officer, Health Services Item No. 4578A N23 S15 Non-Represented
1	Chief Financial Management, Health Services Item No. 4585A N23 S14 Non-Represented		

## DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

### ATTACHMENT B

#### **HEALTH SERVICES – ADMINISTRATION (Continued)**

The two (2) subject positions, Accounting Technician I and Chief Financial Management, Health Services, will report directly to DHS' Chief Financial Officer (CFO). The role of one Associate Chief Financial Officer, Health Services (ACFOHS) is to work closely with the CFO, in collaboration with the Chief Deputy Director, Population Health, and Chief Deputy Director, Clinical and Medical Affairs, to support program and clinical services by organizing and directing the major planning, program implementation, and audit and compliance review functions for DHS. The position will also analyze program, budget, and financial issues, and develop strategies for program and funding enhancement.

The second ACFOHS will serve as the Chief, Revenue Cycle Operations. Specifically, the position will partner with the Patient Access Center, Utilization Management, and Information Technology leaders to implement an effective revenue cycle operation at DHS. The position will have direct management responsibility for the following functions including medical coding, charge services, revenue contract monitoring, medical billing, and vendor management of billing and follow-up.

The duties and responsibilities of the two (2) subject positions meet the classification criteria for ACFOHS. One of the two ACFOHS positions will provide leadership and administrative analysis and recommendations to ensure program, fiscal management, and service quality objectives are met in a cost-effective and time-efficient manner. The ACFOHS will collaborate with financial and clinical management to develop timely and integrally coordinated efforts to maximize fiscally responsible and cost-effective services with the goal of enhancing quality of outcomes, appropriate use of resources, improvement in data analytics, and reducing utilization of more costly services. The second ACFOHS position will function as a chief over revenue cycle operations and provide leadership, key revenue cycle metric analysis, and recommendations to make sure DHS is operating to best practice standards. The ACFOHS will ensure the development, management, and oversight of multiple ongoing strategies in efforts to maximize DHS revenues as well as maintain existing revenues. This position will play a key role in departmental revenue management activities through overseeing, organizing, and facilitating the development of new or redesigned complex programs and processes that will enhance and safeguard departmental revenues. Therefore, we recommend upward reallocation of the subject positions to ACFOHS in the Finance Administration Unit and Revenue Cycle Administration Unit, respectively.

## DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

### ATTACHMENT B

#### HEALTH SERVICES – AMBULATORY CARE NETWORK

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Physical Therapist I Item No. 5837A NMWC 107C Represented	1	Physical Therapy Supervisor I Item No. 5843A NMWC 113D Represented

The subject Physical Therapist I position is responsible for independently managing a caseload of complex patients. Primary duties include rendering recommendations and determining the appropriate level of physical therapy services based on a comprehensive knowledge of pathophysiology, clinical signs, symptoms, etiology, and pathology of disease and injury; serving as a clinical resource to other physical therapists and multidisciplinary team; recommending and providing assistive equipment; providing extensive education to patients and patient's family members; and collaborating with other multidisciplinary team members and specialty clinics, as needed, for problem resolution and achievement of identified patient specific goals. The duties and responsibilities of the subject position meet the classification criteria for Physical Therapy Supervisor I. Therefore, we recommend upward reallocation of the subject position to Physical Therapy Supervisor I.

#### HEALTH SERVICES – RANCHO LOS AMIGOS

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Registered Nurse III Item No. 5135A N21 RN03 Represented	1	Supervising Clinic Nurse I Item No. 5329A N21 RN06 Represented

The subject Registered Nurse III position is assigned to the Rancho Los Amigos National Rehabilitation Center's Outreach Mobile Clinic and will report to a Nurse Manager. Specific duties include providing technical and administrative supervision to nursing personnel; timekeeping; addressing any human resources matters; producing quarterly productivity reports; reviewing patient volume; accessing metrics; attending to any immediate patient concerns; supporting staff development, education, and well-being; addressing staff safety concerns; and participating in budget requests for equipment and supply requests.

## DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

### ATTACHMENT B

#### HEALTH SERVICES – RANCHO LOS AMIGOS (Continued)

The duties and responsibilities meet the classification criteria for Supervising Clinic Nurse I. The position is responsible for supervising one of the mobile clinic teams, providing support to staff, and ensuring compliance to regulations and requirements. Therefore, we recommend upward reallocation to Supervising Clinic Nurse I.

#### HUMAN RESOURCES

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Human Resources Analyst III Item No. 1912A NMO 109E Non-Represented	1	Human Resources Analyst IV Item No. 1913A NMO 115E Non-Represented

The subject Human Resources Analyst III position reports to a Principal Analyst, Human Resources and is assigned to the Workforce and Employee Development Division, Skill Building and Supervisor Development Section. The position is responsible for highly-complex analyses to develop and design original supervisory training content and designing multifaceted training content based on complex laws, regulations, and industry best practices. The subject position is required to have an advanced level of skill and varied knowledge of complex County personnel issue to develop supervisory training content and independently facilitate in person and webinar trainings. The duties and responsibilities of the subject position meet the classification criteria for Human Resources Analyst IV. Therefore, we recommend upward reallocation of the subject position to Human Resources Analyst IV.

## **ANALYSIS**

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

- Adding and establishing the salaries for three employee classifications;
- Amending Section 6.28.060 (Table of positions without compensation and positions paid in accordance with special provisions in Chapters 6.02 – 6.24 and Division 3) to add and establish one classification with a special pay provision;
- Changing the salary of one employee classification; and
- Adding, deleting, and/or changing certain employee classifications and number of ordinance positions in the departments of Agricultural Commissioner/Weights and Measures, Children and Family Services, Fire, Health Services, and Human Resources.

DAWYN R. HARRISON  
County Counsel

By:  
POUYA BAVAFA  
Senior Deputy County Counsel

**ORDINANCE NO. \_\_\_\_\_**

An ordinance amending Title 6 – Salaries of the Los Angeles County Code to add and establish the salaries for three employee classifications; add and establish one classification with a special pay provision; change the salary of one employee classification; and add, delete and/or change certain employee classifications and number of ordinance positions in various departments to implement the findings of classification studies.

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

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

<b>ITEM NO.</b>	<b>TITLE</b>	<b>EFFECTIVE DATE</b>	<b>SALARY OR SALARY SCHEDULE AND LEVEL</b>	
<u>3070</u>	<u>JUSTICE DIVISION DIRECTOR</u>	_____*	<u>N23</u>	<u>S11</u>
<u>0874</u>	<u>PROBATION ASSISTANT</u>	_____*	<u>NMO</u>	<u>92C</u>
<u>0856</u>	<u>SPECIAL SERVICES ASSISTANT V(UC)</u>	_____*	<u>N23</u>	<u>R15</u>

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

**SECTION 2.** Section 6.28.050 (Tables of Classes of Positions with Salary

Schedule and Level) is hereby amended to change the salary of the following

class:

ITEM NO.	TITLE	EFFECTIVE DATE	SALARY OR SALARY SCHEDULE AND LEVEL	
1847	SR EMPLOYEE SERVICES REP, SHERIFF	01/01/2021	NMO	101A
		10/01/2022	NMO	103A
		10/01/2023	NMO	104C
		10/01/2024	NMO	105E
		*	NMO	107E

**SECTION 3.** Section 6.28.060 (Table of positions without compensation and positions paid in accordance with special provisions in Chapters 6.02 – 6.24 and Division 3) is hereby amended to add the following class:

ITEM NO.	TITLE
<u>9422</u>	<u>MEMBER, TRANSPORTATION COMMISSION</u>

**SECTION 4.** Section 6.32.010 (Department of Agricultural Commissioner/Weights and Measures) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2214A	45 <u>14</u>	INTERMEDIATE TYPIST-CLERK
2216A	44 <u>15</u>	SENIOR TYPIST-CLERK

**SECTION 5.** Section 6.53.010 (Department of Children and Family Services) is hereby amended to change the number of ordinance positions for the following classes:

<b>ITEM NO.</b>	<b>NO. OF ORDINANCE POSITIONS</b>	<b>TITLE</b>
1140A	86 <u>85</u>	SENIOR CLERK
2216A	<del>276</del> <u>277</u>	SENIOR TYPIST-CLERK

**SECTION 6.** Section 6.76.011 (Fire Department - Administrative) is hereby amended to add the following class and number of ordinance positions:

<b>ITEM NO.</b>	<b>NO. OF ORDINANCE POSITIONS</b>	<b>TITLE</b>
<u>1335A</u>	<u>5</u>	<u>ASSISTANT SUPERVISING PAYROLL CLERK</u>

**SECTION 7.** Section 6.76.011 (Fire Department - Administrative) is hereby amended to change the number of ordinance positions for the following classes:

<b>ITEM NO.</b>	<b>NO. OF ORDINANCE POSITIONS</b>	<b>TITLE</b>
1334A	17 <u>11</u>	PAYROLL CLERK II
1338A	4 <u>5</u>	SUPERVISING PAYROLL CLERK I



**SECTION 8.** Section 6.78.010 (Department of Health Services - Administration) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0642A	<del>7</del> <u>6</u>	ACCOUNTING TECHNICIAN I
4578A	<del>4</del> <u>3</u>	ASSOC CHIEF FINANCIAL OFFICER,HS
4585A	<del>5</del> <u>4</u>	CHIEF,FINANCIAL MANAGEMENT,HS

**SECTION 9.** Section 6.78.065 (Department of Health Services – Rancho Los Amigos) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5135A	<del>56</del> <u>55</u>	REGISTERED NURSE III
5329A	<del>4</del> <u>2</u>	SUPERVISING CLINIC NURSE I

**SECTION 10.** Section 6.78.090 (Department of Health Services – Ambulatory Care Network) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5837A	<del>5</del> <u>4</u>	PHYSICAL THERAPIST I
5843A	<del>4</del> <u>2</u>	PHYSICAL THERAPY SUPERVISOR I

**SECTION 11.** Section 6.80.010 (Department of Human Resources) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1912A	74 <u>73</u>	HUMAN RESOURCES ANALYST III
1913A	84 <u>85</u>	HUMAN RESOURCES ANALYST IV

**SECTION 12.** Section 6.109.010 (Department of Public Works) is hereby amended to change the title of the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
4215A	14	<del>SR WASTE CONTROL ENGINEERING INSP</del> <del>SR ENVIRONMENTAL PROGRAMS INSP</del>
4217A	4	<del>SUPVG WASTE CONTROL ENGRG INSP I</del> <del>SUPVG ENVIRONMENTAL PROGRAMS INSP I</del>
4219A	2	<del>SUPVG WASTE CONTROL ENGRG INSP II</del> <del>SUPVG ENVIRONMENTAL PROGRAMS INSP II</del>
4213A	17	<del>WASTE CONTROL ENGINEERING INSPECTOR</del> <del>ENVIRONMENTAL PROGRAMS INSPECTOR</del>
4211A	6	<del>WASTE CONTROL ENGRG INSP TRAINEE</del> <del>ENVIRONMENTAL PROGRAMS INSP TRAINEE</del>

**SECTION 13.** Pursuant to Government Code Section 25123(f), this ordinance shall take effect immediately upon final passage.

[GENREC100824ASCEO]

## Draft Class Specification

### **CLASS TITLE:**

Justice Division Director

**DEFINITION:** Directs a division comprised of multiple sections responsible for providing program and administrative services which directly impact the management of department programs and administrative operations; ensures departmental compliance with local, County, State and federal laws and regulations associated with administrative and program functions under their direction.

### **CLASSIFICATION STANDARDS:**

Positions within this class report to higher-level positions and oversee various sections comprised of multiple units providing services in justice program support and contracts. They direct these sections through subordinate supervisors, requiring careful handling of confidential and sensitive information. This information is essential for making decisions that may significantly impact departmental programs and administrative operations.

Incumbents may also be responsible for overseeing and coordinating system-wide strategic planning, policy analysis, development and program monitoring and evaluation functions for a division encompassing multiple programs.

Positions in this class are distinguished from the lower-level Justice Program Director in that the latter involves positions primarily supervising a unit of lower-level analysts tasked with a broad spectrum of challenging to complex program assignments.

### **EXAMPLES OF DUTIES**

Directs all activities of the program or program segment, including program design and development, planning, implementation, administration, and evaluation.

Plans and leads data collection and assessment of programmatic activities affecting the health and well-being, economic, criminal justice and other outcomes of individuals served by the program and coordinates the development and dissemination of findings and recommendations developed from the evaluations conducted.

Collaborates and coordinates access with other programmatic and administrative functions, including Finance, Contracts and Grants, Information Technology and External Affairs to advance and sustain justice-related programming.

Develops, implements, and interprets policies and procedures and advises or makes recommendations to branch administration on policy issues involving the work of the organizational unit or program.

Directs program administrative functions and internal support services and develops and implements solutions to complex problems within the program or program segment.

Directs the development, monitoring, and compliance of contracts specific to the program or program segment, including but not limited to statements of work, outreach materials.

Directs the review and analysis of compliance standards outlined in federal, State, and local regulations, laws, or policies affecting the program. Oversees and leads division-wide strategic planning groups in the development of strategies and priorities for the division. Participates in the preparation and analysis of grant applications.

### **Contract Development & Monitoring:**

Manages the operations and activities of contract staff, facilitating contract development, monitoring, and administrative services for all agreements related to departmental operations.

Plans, assigns, reviews, and evaluates personnel tasks. Advises department management on the rank order and priority of contracts, that serve justice involved individuals, for development and monitoring.

Oversees justice-related contract development process and monitors the creation of these contracts to ensure comprehensive coverage and contractor compliance.

Represents the department on County Protest Policy Panel matters, audits from the Auditor-Controller, and reports on other highly sensitive contentious and confidential issues.

Performs the highest-level technical review over justice related contract solicitations, development, negotiation, and approval processes, formulates and recommends departmental contracting policies to management on the handling of unprecedented issues.

Prepares and/or directs the preparation of, and reviews, report to regulatory agencies at various governmental levels, financial reports, regarding grant funding from various agencies and solicitation documents.

Serves as liaison, interacting with departmental executive management and individuals from a variety of county departments and organizations (e.g., Board deputies, County Counsel, Chief Executive Officer, State and federal legislative bodies, and other external agencies) to represent the department on programmatic issues; makes presentations, provides advice and/or consultation services, resolves conflicts, and negotiates agreements; coordinates activities with departmental staff, contractors,

consultants, outside agencies, etc., to ensure that programs are successfully implemented.

## **GENERAL COMPETENCIES:**

**Knowledge:** Incumbents in these roles are tasked with applying concepts, principles, and methods pertinent to their administrative and programmatic functional domains to develop long-term work plans and oversee the execution of objectives within their respective sections. They are responsible for providing programmatic, administrative, and technical guidance to subordinate staff, offering authoritative counsel to management on complex issues, and serving as the ultimate authority in reviewing policies and procedures. Additionally, they are expected to tackle challenging or uncommon programmatic issues within their function areas.

**Supervisor Oversight:** Assignments are provided with overarching objectives and available resources.

**Guidelines:** Incumbents must navigate decision-making amidst multiple, sometime ambiguous or conflicting guidelines, necessitating interpretation. They are required to plan all stages of assignments comprehensively and may need to devise innovative methods to accomplish tasks effectively.

**Complexity:** The work entails utilizing numerous diverse and unrelated processes and methods, demanding a profound level of analysis to discern the nature and scope of problems, innovate new methods, and address variables, including some that are ambiguous or conflicting.

**Impact:** Completed work significantly impacts a broad spectrum of departmental programs and/or administrative functions, influencing both internal and external operations, and resonating within the wider community.

## **REQUIREMENTS**

### *MINIMUM REQUIREMENTS:*

#### **TRAINING AND EXPERIENCE:**

A bachelor's degree from an accredited college or university in a discipline related to the core business function of the department – AND – Three years of experience at the level of Justice Program Director. A master's degree in a discipline related to the core business function of the department will be accepted for one year of the required experience.

#### **LICENSE:**

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

**PHYSICAL CLASS:**  
2 – Light.



County of Los Angeles  
**PROBATION ASSISTANT**

<b>CLASS CODE</b>	0874	<b>SALARY</b>	\$4,940.00 - \$6,657.00 Monthly
<b>ESTABLISHED DATE</b>	June 17, 2024	<b>REVISION DATE</b>	June 17, 2024

---

**DEFINITION/STANDARDS**

Under general supervision, performs a variety of non-sworn moderate to complex administrative and operational functions and activities in the Probation Department.

**CLASSIFICATION STANDARDS:**

Positions in this class are allocated to the Probation Department and are characterized by assisting with non-sworn, probation-specific support functions and activities. Positions receive general direction from a supervisor or manager and exercise tactful discretion and independent judgment in assigned areas. Probation Assistants are primarily responsible for, but not limited to, collaborating on client case supervision, conducting investigations and assessments, preparing court reports, ensuring policy compliance, evaluating operations, facilitating release requests, conducting training, and serving as a technical resource.

Positions in this class may provide technical oversight to lower-level staff and require working knowledge of Department policies, procedures, and contracts to ensure compliance with all applicable federal, State, and local laws, regulations, and guidelines. In addition, incumbents in this class require analytical skills to evaluate and compile performance data to assess and improve processes.

**EXAMPLES OF DUTIES**

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to this class.

Provides client services and support by conducting interviews and investigations, preparing documentation and reports, assisting with records management, and accessing necessary databases.

Assists with managing client cases by performing risk analyses and assessments, conducting analyses, determining needs, coordinating with involved parties, checking references, compiling relevant findings, preparing customized plans, evaluating factors, assigning appropriate workloads, and providing documentation.

Collects, analyzes, maintains, and enters data related to case management, client services, and client referrals.

Recommends proportionate sanctions and discipline for violations of supervision policies and develops restitution

arrangements in collaboration with legal and financial stakeholders.

Provides regulatory guidance by serving as a technical resource.

Performs data analysis and reporting by monitoring key performance metrics, assessing program effectiveness and regulatory compliance, compiling statistics, and preparing performance documentation and correspondence.

Conducts program analysis, evaluation, and research by analyzing performance metrics, service outcomes, and recidivism trends using criminal justice databases and applicable resources.

Manages community engagement by conducting trainings, sharing resources, attending interagency meetings, monitoring training compliance, preparing materials, coordinating logistics, and ensuring service delivery standards are upheld.

Provides development for lower-level staff by overseeing workflows, compiling data, administering trainings, updating training materials, and providing input on performance evaluations and process improvements.

Provides operational support by developing and evaluating data, fulfilling information requests, compiling documentation, handling critical inquiries, managing special projects, ensuring regulatory alignment, and facilitating communication among stakeholders.

Manages communications and provides operational support for sensitive, complex, and high-profile cases and investigations.

## **REQUIREMENTS**

### **TRAINING AND EXPERIENCE:**

**Option I:** A Bachelor's degree from an accredited college or university in either Criminal Justice, Public or Business Administration, Management, Behavioral or Social Science, or a related field.

**Option II:** Two (2) years of experience at the level of Administrative Aid.

### **LICENSE:**

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

**PHYSICAL CLASS:** 2 - Light

**OTHER REQUIREMENTS:**

**SPECIALTY REQUIREMENTS:**

**COMMENTS:**





## **SPECIAL SERVICES ASSISTANT V (UNCLASSIFIED)**

### **Position Description**

**ITEM #:** 0856

**TITLE:** Special Services Assistant V (Unclassified)

**SALARY:** R15

### **DEFINITION/STANDARDS**

#### **DEFINITION:**

Assists the Chief Executive Officer by carrying out the more difficult major projects, studies, and assignments.

#### **CLASSIFICATION STANDARDS:**

Positions allocable to this class are responsible for carrying out the more difficult and highly complex, specialized assignments and serve as consultants and advisors that have substantial impact on Countywide operations, programs, and projects, as ordered directly by the Chief Executive Officer. These assignments involve analyzing and evaluating Countywide operations, programs, and projects that require skill in operations analysis and evaluation, and the ability to establish and maintain liaisons with governmental officials.

### **EXAMPLES OF DUTIES**

Analyzes and evaluates County operations, programs, and projects, as directed by the Chief Executive Officer.

Investigates and creates reports, including recommendations for action, on highly complex issues which arise in County operations.

Carries out major projects, investigations, studies, and matters that may be confidential for the Chief Executive Officer; may coordinate and supervise the work of others who assist in such activities.

Acts as official representative of the Chief Executive Officer, as directed.

Maintains liaison with County departments and other governmental jurisdictions on highly complex issues, as directed by the Chief Executive Officer.

Prepares analyses and recommendations to the Board of Supervisors on County issues for the Chief Executive Officer.

Prepares official correspondence and Board materials for the Chief Executive Officer.

## **REQUIREMENTS**

### **MINIMUM REQUIREMENTS:**

### **TRAINING AND EXPERIENCE:**

Four years of experience in an administrative, advisory, or supervisory staff capacity dealing with fiscal, budgetary, legislative, governmental, or similar complex issues, at the level of Los Angeles County's class of Special Services Assistant IV.

### **LICENSE:**

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

### **PHYSICAL CLASS:**

2 - Light.

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	9/18/2024	
<b>BOARD MEETING DATE</b>	10/8/2024	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Department of Health Services	
<b>SUBJECT</b>	Authorize the Acquisition of the Dell Cyber Recovery Expansion for Department of Health Services	
<b>PROGRAM</b>		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
<b>DEADLINES/ TIME CONSTRAINTS</b>	N/A	
<b>COST &amp; FUNDING</b>	Total cost:	Funding source:
	\$770,000	DHS FY 2024-25 Adopted Budget
	TERMS (if applicable): N/A	
	Explanation: N/A	
<b>PURPOSE OF REQUEST</b>	Authorize the Director of the Internal Services Department, as the Los Angeles County's Purchasing Agent, to proceed with the brand specific acquisition of the Dell Cyber Recovery expansion to the existing DHS data protection system located at Data Center 1.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The acquisition of the DCR expansion will allow DHS to support the air gapped backup services & expands DHS' capability to provide business continuity to serve the clinical & business operations to all DHS facilities. To mitigate security risks, it is essential for DHS to apply a robust data protection framework to detect, prevent & respond to cyber attacks. DHS is protecting all critical technical configurations for all DHS facilities & three of the most critical clinical applications such as Fuji PACS, Magview, and Fluency & is now working on adding Affinity Revenue Cycle to this solution. The DCR solution will continue to provide an easy to manage, flexible architecture that meets DHS's Enterprise needs in a cost-effective manner. This acquisition will increase the existing capacity from 25% to 75% of the backup environment.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: DHS - Brenny Ortega, Information Technology Manager II, (424) 338-1746, <a href="mailto:brortega@dhs.lacounty.gov">brortega@dhs.lacounty.gov</a> DHS - Jason Ginsberg, Chief of Supply Chain Operations, (626) 434-3300, <a href="mailto:jginsberg@dhs.lacounty.gov">jginsberg@dhs.lacounty.gov</a> County Counsel - Sara Zimble, Principal Deputy County Counsel, (213) 503-9950, <a href="mailto:szimble@counsel.lacounty.gov">szimble@counsel.lacounty.gov</a>	



October 8, 2024

DRAFT

Los Angeles County  
Board of Supervisors

Hilda L. Solis  
First District

Holly J. Mitchell  
Second District

Lindsey P. Horvath  
Third District

Janice K. Hahn  
Fourth District

Kathryn Barger  
Fifth District

Christina R. Ghaly, M.D.  
Director

Nina J. Park, M.D.  
Chief Deputy Director, Clinical Affairs & Population Health

Aries Limbaga, DNP, MBA  
Chief Deputy Director, Operations

Elizabeth M. Jacobi, J.D.  
Administrative Deputy

313 N. Figueroa Street, Suite 912  
Los Angeles, CA 90012

Tel: (213) 288-8050  
Fax: (213) 481-0503

[www.dhs.lacounty.gov](http://www.dhs.lacounty.gov)

*"To advance the health of our patients  
and our communities by providing  
extraordinary care"*



[www.dhs.lacounty.gov](http://www.dhs.lacounty.gov)

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:

**AUTHORIZE THE ACQUISITION OF THE DELL CYBER  
RECOVERY EXPANSION FOR DEPARTMENT OF HEALTH  
SERVICES  
FISCAL YEAR 2024-25  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)  
CIO RECOMMENDATION: APPROVE (X)  
APPROVE WITH MODIFICATION ( ) DISAPPROVE ( )**

**SUBJECT**

Authorize the Director of the Internal Services Department (ISD), as the Los Angeles County (LA County) Purchasing Agent, to proceed with the brand specific acquisition of the Dell Cyber Recovery (DCR) expansion for Department of Health Services (DHS) with a purchase cost in excess of \$250,000.

**IT IS RECOMMENDED THAT THE BOARD:**

Authorize the Director of ISD, as LA County's Purchasing Agent, to proceed with the brand specific acquisition of the DCR expansion for DHS, with a total estimated cost of \$770,000.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended action will authorize ISD, as LA County's Purchasing Agent, to proceed with the brand specific acquisition of the DCR expansion to the existing DHS data protection system located at Data Center 1. The acquisition of the DCR expansion will allow DHS to support the air gapped backup services

and expands DHS' capability to provide business continuity to serve the clinical and business operations to all DHS facilities.

To mitigate security risks, it is essential for DHS to apply a robust data protection framework to prevent, detect, and respond to cyber-attacks. DHS is protecting all critical technical configurations for all DHS facilities and three of the most critical clinical applications including Fuji PACS, Magview, and Fluency and is now working on adding Affinity Revenue Cycle to this solution.

DHS plans to purchase the expansion of the DCR solution as it is the same brand as DHS' existing Enterprise air gapped backup solution used at the DHS facilities. The DCR solution will continue to provide an easy to manage, flexible architecture that meets DHS' Enterprise needs in a cost-effective manner. This acquisition will increase the existing capacity from 25% to 75% of the backup environment. Other brands cannot be connected to DHS' Integrated Data Protection Appliances (IDPA). Other alternative solutions were assessed and considered; however, DCR was the only solution to scan the backup for malware such as Ransomware on our existing virtual desktop infrastructure, structure query language, and mission critical clinical workloads. The DHS Technical Steering Committee found the DCR solution to have more capabilities and more cost effectiveness than similar products. Alternative solutions cannot be connected to DHS' IDPA and will increase the risk for future security failure and data loss which will negatively affect patient care and cost more.

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

The recommended action supports LA County Strategic Plan North Star Strategies 1-A "Healthy Individuals and Families" and North Star 3-E(i) – "Pursue Data-Driven Decision Making, Operational Effectiveness, Fiscal Responsibility, and Accountability."

### **FISCAL IMPACT/FINANCING**

The total estimated acquisition cost is approximately \$770,000. The cost includes the hardware, software, 12-month manufacturer warranty, 12-month support, freight, and tax. Funding is included in the DHS Fiscal Year 2024-25 Adopted Budget. There is no net County cost impact associated with the recommendation.

### **Operating Budget Impact**

DHS will request and fund the associated ongoing annual maintenance, as needed, with existing resources in future budget phases.

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

On October 16, 2001, the Board of Supervisors (Board) approved the classification categories for fixed assets and new requirements for major fixed asset (now referred to

as capital asset) acquisitions requiring LA County departments to obtain Board approval to acquire or finance equipment with a unit cost of \$250,000 or greater prior to submitting their requisition to ISD.

In compliance with Board Policy 6.020 "Chief Information Office Board Letter Approval", the Office of the Chief Information Officer reviewed the information technology (IT) components of this request and recommends approval. The OCIO determined that this recommended action only increases the capacity of the existing data protection solution and does not include any new technology that would necessitate a formal written CIO Analysis.

### **CONTRACTING PROCESS**

This is a commodity acquisition under the statutory authority of the LA County Purchasing Agent and will be accomplished in accordance with LA County's purchasing policies and procedures for brand specific purchases.

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

Approval of the recommendation will ensure that DHS to continues to provide a secure backup environment, ensuring mission critical datasets are recoverable if outside threats infiltrate the production environment and compromise the traditional backup data.

Respectfully submitted,

Reviewed by:

Christina R. Ghaly, M.D.  
Director

Peter Loo  
Chief Information Officer

CRG:jc

c: Chief Executive Office  
County Counsel  
Executive Office, Board of Supervisors  
Internal Services Department

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	9/18/2024	
<b>BOARD MEETING DATE</b>	10/8/2024	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Department of Health Services (DHS)	
<b>SUBJECT</b>	Request approval of Amendment No. 5 to the existing sole source Agreement No. H-705933 with Safety Net Connect, Inc., for the provision of a Web-Based eConsult System and related services and delegated authority to extend the term, increase the maximum contract sum, use available Pool Hours, amend the Statement of Work (SOW), and update the Agreement's terms and conditions as applicable.	
<b>PROGRAM</b>	Not Applicable	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: The System incorporates over 12 years of features & customizations made for DHS & is used by over 16,000 active providers & 12,000 support staff. Therefore, it's in the best economic interest of the County to extend the Agreement because it would be costly & disruptive to patient care to replace the System.	
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
<b>DEADLINES/ TIME CONSTRAINTS</b>	The Agreement expires on October 28, 2024 with no options to extend. In order to prevent any disruption to services, DHS intends to return to the Board for a short-term extension of up to 2 years, maintaining the current pricing terms in the Agreement.	
<b>COST &amp; FUNDING</b>	Total cost: \$2,190,656	Funding source: DHS Fiscal Year 2024-25 Adopted Budget
	TERMS (if applicable):	
	Explanation:	
<b>PURPOSE OF REQUEST</b>	To request an extension of one (1) year, with one (1) additional automatic one-year extension through October 28, 2026; as well as requesting an additional \$2,190,656.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	DHS believes that it is in the best economic interest of LA County to extend the Agreement with the current pricing terms given the significant costs to replace eConsult, and the administrative burden due to an excessive learning curve to implement a replacement system. This will allow the full impact of the changes to Medi-Cal to be considered in pricing for a longer-term extension when DHS returns to the Board since pricing is based in part on volume of "eConsults." Also, SNC has attained a comprehensive understanding of DHS' complex needs and have established an excellent working relationship with DHS.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Alliance for Health Integration: The System enables health care professionals to consult with DHS specialists to address needs of patients.	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: - Julio Alvarado, Director, Cont. Admin. & Mntr., (213) 288-7819, <a href="mailto:jalvarado@dhs.lacounty.gov">jalvarado@dhs.lacounty.gov</a> - Dr. Paul Giboney, (213) 288-8353, <a href="mailto:pgiboney@dhs.lacounty.gov">pgiboney@dhs.lacounty.gov</a> - Kevin Lynch, CIO, (213) 288-8133, <a href="mailto:KLynch@dhs.lacounty.gov">KLynch@dhs.lacounty.gov</a> - Lillian Anjargolian, Deputy County Counsel, (213) 453-8744, <a href="mailto:LANjargolian@counsel.lacounty.gov">LANjargolian@counsel.lacounty.gov</a>	

October 8, 2024

**DRAFT**

Los Angeles County  
Board of Supervisors

Hilda L. Solis  
First District

Holly J. Mitchell  
Second District

Lindsey P. Horvath  
Third District

Janice K. Hahn  
Fourth District

Kathryn Barger  
Fifth District

Christina R. Ghaly, M.D.  
Director

Nina J. Park, M.D.  
Chief Deputy Director, Clinical Affairs & Population Health

Aries Limbaga, DNP, MBA  
Chief Deputy Director, Operations

Elizabeth M. Jacobi, J.D.  
Administrative Deputy

313 N. Figueroa Street, Suite 912  
Los Angeles, CA 90012

Tel: (213) 288-8050  
Fax: (213) 481-0503

[www.dhs.lacounty.gov](http://www.dhs.lacounty.gov)

*"To advance the health of our patients  
and our communities by providing  
extraordinary care"*



[www.dhs.lacounty.gov](http://www.dhs.lacounty.gov)

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

Dear Supervisors:

**APPROVAL OF AMENDMENT TO THE SOLE SOURCE  
AGREEMENT FOR  
WEB-BASED eCONSULT SYSTEM AND RELATED SERVICES  
WITH SAFETY NET CONNECT, INC.  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**CIO RECOMMENDATION: APPROVE (X)**

**SUBJECT**

Request approval of amendment of the existing sole source agreement with Safety Net Connect, Inc., designated as Agreement No. H-705933, for the provision of a web-based eConsult system and related services and delegated authority to extend the term, increase the maximum contract sum, use available Pool Hours, amend the Statement of Work (SOW), and update the Agreement's terms and conditions, as applicable.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Authorize the Director of Health Services (Director), or designee, to execute Amendment No. 5 to Agreement No. H-705933 (Agreement) with Safety Net Connect, Inc. (SNC) for the provision of the web-based eConsult system and related services (eConsult or System), to: (a) extend the Agreement's term for one (1) year from October 29, 2024 through October 28, 2025, with one (1) additional automatic one-year extension from October 29, 2025 through October 28, 2026; and (b) increase the maximum contract sum by \$2,190,656 (\$995,328 per year for eConsult for each one-year extension, and \$200,000 in new funds for additional Pool Hours), which does not include \$203,402 of unspent additional Pool Hours that are being rolled over from the current term expiring on October 28, 2024, for a revised additional Pool Hours amount of \$403,402 for Additional Work during the extended term.



2. Delegate authority to the Director, or designee, to execute future amendments and/or change notices, as applicable to the Agreement to: (a) use available additional Pool Hours to fund Additional Work; (b) add, delete, and/or change certain terms and conditions in the Agreement, as mandated under federal or State law or regulation, Los Angeles County (LA County) policy, the Board of Supervisors (Board) and/or Chief Executive Office (CEO); and (c) modify the SOW to reflect LA County standards and needs, reduce scope, and add/delete contract sites, with all actions subject to review and approval by County Counsel.

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

### **Background and Justification**

In 2011, SNC developed eConsult, which is a secure, web-based communication platform that allows primary care physicians and specialists to securely share health information, discuss patient care, and improve care coordination. In 2012, with the Board's approval, the Department of Health Services (DHS) participated in a demonstration project that successfully proved to increase access to specialty care, improve health outcomes with earlier specialist intervention, and reduce wait times for a specialty appointment based on post-implementation evaluation studies and data. Therefore, on October 29, 2013, the Board approved the Agreement with SNC on a sole-source basis to implement eConsult and expand it at all DHS and My Health L.A. clinic sites, including clinics operated by other LA County departments and health care organizations. On September 12, 2017, the Board approved an amendment to extend the term through October 28, 2022, with options to extend the Agreement term annually through October 28, 2024.

Over the past 11 years, eConsult has become the standard process by which to obtain non-urgent specialty care at DHS. More than 2 million eConsults have been placed with a median response time of one (1) day. Over 10,000 users have been trained on the use of eConsult with providers using it as a routine part of their daily patient care. The System has also been custom built to facilitate centralized specialty scheduling. DHS' scheduling staff have scheduled well over 1 million appointments in a patient-centered manner.

### **Recommendations**

Approval of the first recommendation will allow the Director, or designee, to execute Amendment No. 5 to the Agreement, substantially similar to Exhibit I, to extend the term through October 28, 2025, with one (1) additional automatic one-year extension option through October 28, 2026, for the continuation of the provision of the System, and increase the maximum contract sum by \$2,190,656 (\$995,328 for eConsult per year and \$200,000 in new funds for additional Pool Hours), which does not include \$203,402 of unspent additional Pool Hours that are being rolled over from the current term expiring on

October 28, 2024, for a revised additional Pool Hours amount of \$403,402 for Additional Work during the extended term.

Approval of the second recommendation will allow the Director, or designee, to execute future amendments and/or change notices, as applicable to the Agreement to use available additional Pool Hours to fund Additional Work, add, delete, and/or change certain terms and conditions in the Agreement as mandated under federal or State law or regulation, LA County policy, the Board, and/or CEO, and modify the SOW to reflect LA County standards and needs, reduce scope; and add/delete contract sites with all actions subject to review and approval by County Counsel.

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

The recommended actions support North Star 1, Focus Area Goal A. Healthy Individuals and Families, Strategy ii. Improve Health Outcomes of LA County's Strategic Plan and Goals.

### **FISCAL IMPACT/FINANCING**

The maximum contract sum for the period October 29, 2024 through October 28, 2026 is \$2,190,656, for an increase to LA County's total maximum obligation from \$15,144,378 to \$17,335,034, for all services provided from October 29, 2013 through October 28, 2026.

A funding increase of \$863,552 for services provided from October 29, 2024 through June 30, 2025 is included in DHS' Fiscal Year 2024-25 Final Budget, pending Board approval. Continued funding will be requested in future fiscal years as necessary. There is no net County cost impact associated with the recommendations.

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

County Counsel has reviewed and approved Exhibit I as to form only.

In compliance with Board Policy 6.020 "Chief Information Office Board Letter," the Office of the Chief Information Officer (OCIO) reviewed the IT components of this request and recommends approval of Amendment No. 5. The OCIO determined that the recommended actions do not include any new technology that would necessitate a formal written CIO analysis.

The Agreement includes all Board-required provisions, including the most recent provisions, "Compliance with County's Women in Technology Hiring Initiative" and "Campaign Contribution Prohibition Following Final Decision in Contract Proceeding" and continues to allow for termination for convenience by LA County upon 30 days prior written notice.

The Agreement is not a Proposition A Agreement, as the services provided under the Agreement are highly specialized and cannot currently be provided by LA County staff and, therefore, are not subject to the Living Wage Program (LA County Code Chapter 2.201).

### **CONTRACTING PROCESS**

On June 26, 2024, DHS notified the Board via Attachment A (Sole Source Notice) of its intent to commence negotiations with SNC for the sole source Agreement extension in accordance with the revised Board Policy No. 5.100, Sole Source Contracts. The Sole Source checklist is attached as Attachment B in compliance with this Board policy.

As noted in the Sole Source Notice, the extension of the Agreement will occur in two parts, beginning with this short-term extension maintaining the current pricing terms to prevent any disruption to services. This is to allow for the full impact of the changes to Medi-Cal to be considered in pricing for a longer-term extension. Pricing for the System is based in part on volume of "eConsults." With the sunset of the My Health LA Program, which ended on January 31, 2024, the migration of many of the affected patients to Medi-Cal has changed the landscape and use of the System. DHS anticipates community partner clinics will continue to refer residually uninsured patients and continue to use the System in such cases. As the Medi-Cal transition matures, DHS will continue to monitor changes in volume. Therefore, DHS will return to the Board again, sometime in the next two (2) years, for approval of a longer-term extension. This will allow LA County to determine pricing for the long-term extension when appropriate and with all necessary information.

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

Approval of the recommended actions will ensure the continued provision of the System at DHS, community partner clinics, other LA County departments, and health care organizations.

The Honorable Board of Supervisors  
October 8, 2024  
Page 5

Respectfully submitted,

Reviewed by:

Christina R. Ghaly, M.D.  
Director

Peter Loo  
Chief Information Officer

CRG:jg

Enclosures

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

AGREEMENT FOR WEB-BASED eCONSULT SYSTEM AND RELATED SERVICES  
BETWEEN COUNTY OF LOS ANGELES AND SAFETY NET CONNECT, INC.

Amendment No. 5

THIS AMENDMENT is made and entered into this \_\_\_\_ day of October, 2024,

By and between

COUNTY OF LOS ANGELES  
(hereafter "County")

And

SAFETY NET CONNECT, INC.  
(hereafter "Contractor")

Business Address:

4600 Campus Drive, Suite 101  
Newport Beach, CA 92660

WHEREAS, reference is made to that certain document entitled "Agreement for Web-Based eConsult System and Related Services between County of Los Angeles and Safety Net Connect, Inc.", dated October 29, 2013 and further identified as Agreement No. H-705933, including any amendments and other modifications thereto (cumulatively hereafter referred to as "Agreement"); and

WHEREAS, on October 8, 2024, the Board delegated authority to the Director of Health Services, or designee, to among other delegations, (i) extend the term of the Agreement, (ii) increase the Maximum Contract Sum, which includes new Additional Pool Hours, (iii) add, delete and/or change certain terms and conditions in the Agreement, as mandated under federal or State law or regulation, County policy, the Board and/or Chief Executive Office, and (iv) modify the Statement of Work to reflect County standards and needs, reduce scope, and add/delete contract sites, with all actions subject to review and approval by County Counsel; and

WHEREAS, the current Agreement is slated to expire on October 28, 2024; and

WHEREAS, it is the intent of the parties hereto to: (i) amend the Agreement to extend its term for one year from October 29, 2024 through October 28, 2025, with one (1) additional automatic 1-year period through October 28, 2026, (ii) increase the Maximum Contract Sum by \$2,190,656 (\$995,328 per year for eConsult and \$200,000 in new funds for Additional Pool Hours) for the extension period through October 28, 2026, and (iii) provide for the other changes set forth herein; and

WHEREAS, the Agreement, Paragraph 6.3 (Amendments) provides that such changes may be made in the form of an Amendment which is formally approved and executed by the parties; and

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

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall be effective upon execution.
2. The Agreement, Paragraph 7.0 Term is deleted in its entirety and replaced to read as follows:

“7.0 TERM

7.1 DEFINITION OF TERM

The term of this Agreement shall commence upon the Effective Date and shall remain in full force and effect through October 28, 2025, with one (1) additional one (1) year automatic renewal, such that if the renewal option is exercised by County, the Agreement will expire on October 28, 2026, unless sooner terminated or extended, in whole or in part, as provided in the Agreement.

7.2 NOTICE OF EXPIRATION

Contractor shall notify County when this Agreement is within six (6) months from the expiration of the Term as provided herein above. Upon occurrence of this event, Contractor shall send written notification to County Project Director at the address set forth in Attachment A.1 (County’s Administration) of Exhibit A (Additional Terms and Conditions).”

3. The Agreement, Paragraph 8.2 Maximum Contract Sum is deleted in its entirety and replaced to read as follows:

“8.2 MAXIMUM CONTRACT SUM

8.2.1 The “Maximum Contract Sum” during the period October 29, 2013 through October 28, 2017 under this Agreement, including Pool Hours and all applicable Taxes, is Seven Million, Four Hundred Fifty-Nine Thousand, Four Hundred Eighteen Dollars (\$7,459,418) and is allocated as set forth in Exhibit D-1 (Price and Schedule of Payments).

- 8.2.2 The "Maximum Contract Sum" during the period October 29, 2017 through October 28, 2022 under this Agreement, including Additional Pool Hours and all applicable Taxes, is Five Million, One Hundred Sixty-Seven Thousand, Six Hundred Forty Dollars (\$5,176,640) and is allocated as set forth in Exhibit D-4 - Price and Schedule of Payments.
- 8.2.3 The "Maximum Contract Sum" during the period October 29, 2022 through October 28, 2023 under this Agreement, including Pool Hours and all applicable Taxes, is (i) \$995,328 for the provision of the System and (ii) \$517,664 for Additional Pool Hours, and is allocated as set forth in Exhibit D-4 – Price and Schedule of Payments.
- 8.2.4 The “Maximum Contract Sum” shall be increased by Nine Hundred Ninety-Five Thousand, Three Hundred Twenty-Eight Dollars (\$995,328) for the one-year extension period of October 29, 2023 through October 28, 2024.
- 8.2.5 The “Maximum Contract Sum” during the period October 29, 2024 through October 28, 2025 under this Agreement, including Additional Pool Hours and all applicable Taxes, is (i) Nine Hundred Ninety-Five Thousand, Three Hundred Twenty-Eight Dollars (\$995,328) for the provision of the System, (ii) Two Hundred Thousand Dollars (\$200,000) in new funds for Additional Pool Hours performed during the period of October 29, 2024 through October 28, 2025, and any extension period thereafter, and (iii) Two Hundred Three Thousand, Four Hundred Two Dollars (\$203,402) of unspent Additional Pool Hours is not included in the “Maximum Contract Sum” because these funds are being rolled over from the current term expiring on October 28, 2024, for a new Additional Pool Hours amount of Four Hundred Three Thousand, Four Hundred and Two Dollars (\$403,402) for Additional Work during the extended term and is allocated as set forth in Exhibit D-5 – Price and Schedule of Payments.
- 8.2.6 The “Maximum Contract Sum” shall be increased by Nine Hundred Ninety-Five Thousand, Three Hundred Twenty-Eight Dollars (\$995,328) for the remaining one-year extension period of October 29, 2025 through October 28, 2026 set forth in Paragraph 7.0 Term.
- 8.2.7 The total Maximum Obligation for all services provided during the Agreement term, excluding the funding for the remaining one-year extension period, shall not exceed Seventeen

Million, Three Hundred Thirty-Five Thousand, Thirty-Four Dollars (\$17,335,034).

8.2.8 The Maximum Contract Sum shall be the total monetary amount that can be paid by County to Contractor for supplying all the Tasks, Subtasks, Deliverables, goods, services and other Work provided by Contractor under this Agreement as set forth in Exhibits D-1, D-2, D-3, D-4, and D-5 – Price and Schedule of Payments, but is not a commitment or offer on the part of County to spend such sums allocated under the Maximum Contract Sum for Additional Work. Contractor shall perform and complete all Work required of Contractor by this Agreement during the Agreement term in exchange for the amounts to be paid to Contractor as set forth in this Agreement, but in any event, not in excess of the Maximum Contract Sum.

8.2.9 Contractor acknowledges and agrees that the Maximum Contract Sum is an all-inclusive, not-to-exceed price that cannot be adjusted for any costs or expenses whatsoever of Contractor. Exhibits D-1, D-2, D-3, D-4, and D-5 – Price and Schedule of Payments, includes the full amount of compensation and reimbursement that County will be asked to provide Contractor in order for Contractor to fully perform all of its obligations under this Agreement, as presently understood by the parties, and Contractor shall be able to fully perform all of its obligations under this Agreement with such amount of compensation and reimbursement, subject to any Change Notices or Amendments, if applicable, subject to the Maximum Contract Sum. Contractor understands that County is entering into this Agreement in reliance upon the premise that Contractor shall fully perform all of its obligations under this Agreement without seeking any additional compensation or reimbursement beyond that already provided for in this Agreement, subject to any Change Notices or Amendments, if applicable, subject to the Maximum Contract Sum.

8.2.10 Contractor also acknowledges that the Specifications set forth in the Statement of Work and the System Requirements, are functional Specifications, and that it is Contractor's risk and responsibility to design, achieve, and timely deliver the System."

4. Exhibit A (Additional Terms and Conditions) to the Agreement, Paragraph 7.0 Termination for Improper Consideration is deleted in its entirety and replaced to read as follows:



## **“7.0 Termination for Improper Consideration**

- 7.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract or the making of any determinations with respect to the Contractor’s performance pursuant to the Contract. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
  - 7.2 The Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.
  - 7.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.”
5. Exhibit A (Additional Terms and Conditions) to the Agreement, Paragraph 15.3 Proprietary and Confidential is deleted in its entirety and replaced to read as follows:

### **“15.3 Public Records Act**

- 15.3.1 Any documents submitted by the Contractor; all information obtained in connection with the County’s right to audit and inspect the Contractor’s documents, books, and accounting records pursuant to Exhibit A (Additional Terms and Conditions), Paragraph 40 (Records and Audits) of this Agreement become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 et seq.](#) (Public Records Act) and which are marked “trade secret”, “confidential”, or “proprietary”. The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked,

if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

15.3.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked “trade secret”, “confidential”, or “proprietary”, the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.”

6. Exhibit A (Additional Terms and Conditions) to the Agreement, Paragraph 66 (Covid-19 Vaccinations of County Contractor Personnel) is deleted in its entirety and replaced to read as follows:

**“66. Intentionally Omitted”**

7. Exhibit A (Additional Terms and Conditions) to the Agreement is modified to add Paragraph 67 (Compliance with County’s Women in Technology Hiring Initiative) to read as follows:

**“67. Compliance with County’s Women in Technology Hiring Initiative**

At the direction of the Board, the County has established a “Women in Technology” (WIT) Hiring Initiative focused on recruiting, training, mentoring and preparing all genders, including women, at-risk youth, and underrepresented populations (program participants) for County Information Technology (IT) careers. In support of the subject initiative, IT contractors currently offering certification, training, and/or mentoring programs must make such program(s) available to WIT program participants, if feasible. Contractors must report such programs available to: [WITProgram@isd.lacounty.gov](mailto:WITProgram@isd.lacounty.gov).”

8. Exhibit A (Additional Terms and Conditions) to the Agreement is modified to add Paragraph 68 (Campaign Contribution Prohibition Following Final Decision in Contract Proceeding) to read as follows:

**“68. Campaign Contribution Prohibition Following Final Decision in Contract Proceeding**

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to

comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Agreement as determined in the sole discretion of the County.”

9. The Agreement is modified to add “Exhibit D-5 – Price and Schedule of Payments, Effective October 29, 2024,” attached hereto and referenced herein. All references to Exhibit D in the Agreement shall hereinafter also refer to Exhibit D-1, D-2, D-3, D-4, and D-5.
10. Except for the changes set forth hereinabove, the Agreement shall not be changed in any respect by this Amendment.

/

/

/

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

COUNTY OF LOS ANGELES

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

CONTRACTOR

SAFETY NET CONNECT, INC.

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

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

By: \_\_\_\_\_  
Deputy County Counsel

EXHIBIT D-5  
PRICE AND SCHEDULE OF PAYMENTS  
Effective October 29, 2024

This Exhibit D-5 sets forth the pricing and payment terms for the work to be provided pursuant to the Agreement, including System License / Access Fees, Pool Dollars, and additional Pool Hours for the period October 29, 2017 through October 28, 2026, including an applicable one-year extension set forth in Paragraph 7.0 TERM, of the Agreement.

**I. System License / Access Fee: \$9,167,952**

A. The annual System License / Access Fee for 632 sites is \$995,328 for a total of **\$9,167,952** payable during the five-year period, two optional 1-year extension periods that were exercised, and the two “**additional**” 1-year extension periods from October 29, 2024 through October 28, 2026, unless such fee is adjusted as set forth below. The annual amount of \$995,328 was originally calculated as follows: 432 sites as of Amendment No. 2 x \$192 per site x 12 months. The Parties agree that the number of licensed sites during each contract year did not increase by 101 or more licensed sites, so there is no increase to the System License / Access Fee in Amendment No. 5 in accordance with Section 1.B Fee Adjustments.

B. Fee Adjustments

a. In the event that the number of licensed sites during any given contract year (e.g. October 29, 2017 through October 28, 2018), is revised by 100 sites, up or down, when compared with the number of licensed sites as of October 28 of such year, the System License / Access Fee shall remain the same as set forth in Section I.A. of this Exhibit D-5. The parties shall reconcile the baseline number prior to October 28 of each contract year. The baseline number of licensed sites as of the Amendment No. 5 Effective Date is 632 sites.

b. In the event of an increase of 101 or more sites compared with the total baseline number of sites in a given contract year, the System License / Access fee shall increase by \$192 per such additional site.

c. In the event of a decrease of 101 or more sites compared with the total baseline number of sites in a given contract year, the System License / Access fee shall decrease by \$192 per such deleted site.

C. Covered Services.

The all-inclusive fee covers the following services at no additional cost to County, unless otherwise noted:

a. Unlimited License for all Authorized Users

b. Thirty-five (35) sites for training and re-training per contract year with no rollover of unused site trainings for the following contract year. In

the event that County requires more than 35 sites for such training during a given contract year, then County shall pay Contractor \$500 per additional site training.

- c. Product Support Documentation
- d. Project & Resource Plan
- e. System Documentation
- f. Technical Specification Documentation
- g. Training Materials and Manuals (pursuant to Paragraph 2.2 of Exhibit B, Statement of Work)
- h. Maintenance and Support Services
- i. Hosting Services

**II. Pool Dollars: **\$200,000****

Additional Work performed during the period October 29, 2017 through October 28, 2022, including additional costs set forth in Section I of this Exhibit, is paid out of the total available Pool Dollars. The total aggregate amount that may be paid to Contractor for such Additional Work is capped at the amount of Pool Dollars stated above. County has no obligation to Contractor for any amounts in excess of the total Pool Dollars stated herein. The Pool Dollars is not a commitment or offer on the part of County to spend such amounts for Additional Work.

**III. Additional Pool Hours **\$717,664**  
**(Only \$403,401.19 is available as reflected below)****

The Maximum Contract Sum was increased in Amendment No. 3 by ten percent above the Maximum Contract Sum of the five-year extension period (October 29, 2017 through October 28, 2022), in the amount of \$517,664 to fund additional Pool Hours performed during the period October 29, 2022 through October 28, 2023, and any extension period thereafter. Therefore, any unused funds may have been used for the period of October 29, 2023 through October 28, 2024. However, only \$314,262.81 of the \$517,664 in additional Pool Hours were used during the period through October 28, 2024. Therefore, the remaining amount of \$203,401.19 in additional Pool Hours is being rolled over and new additional Pool Hours in the amount of \$200,000 are being included to fund Additional Work performed during the period of October 29, 2024 through October 28, 2026, and any extension period thereafter. **The new amount of available additional Pool Hours that can be used during October 29, 2024 through October 28, 2026, and any extension period thereafter is \$403,401.19.** Additional Pool Hours, including additional costs set forth in Section I of this Exhibit D-5, will be paid out of the total available additional Pool Hours amount. The total aggregate amount that may be paid to Contractor for such additional Pool Hours is capped at the amount of \$403,401.19. County has no obligation to Contractor for any amounts in excess of the total additional Pool Hours amount stated herein. The additional Pool Hours

amount is not a commitment or offer on the part of County to spend such amounts for additional Pool Hours.

**IV. Maximum Contract Sum (October 29, 2017 - October 28, 2026) \$10,085,616**

(Maximum System License/Access Fees + Pool Dollars + Additional Pool Hours)

The Maximum Contract Sum is the total amount that can be paid by County to Contractor under the payment terms of this Exhibit D-5. In the event that the Maximum Contract Sum is increased above the amount set forth for the five-year extension period, two optional 1-year extension periods that were exercised, and the two “**additional**” automatic 1-year extension periods through October 28, 2026 thereafter, the parties shall execute a formal amendment to this Agreement accordingly as authorized by the Board of Supervisors.

**V. Schedule of Payments**

County shall pay Contractor's invoices on a quarterly basis in arrears.

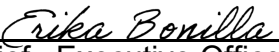
## SOLE SOURCE CHECKLIST

Department Name: \_\_\_\_\_

Agreement No. H-705933  
Safety Net Connect, Inc

- New Sole Source Contract
- Existing Sole Source Contract      Date Sole Source Contract Approved: \_\_\_\_\_

Check (✓)	<b>JUSTIFICATION FOR SOLE SOURCE CONTRACTS</b> Identify applicable justification and provide documentation for each checked item.
➤	Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>
➤	Compliance with applicable statutory and/or regulatory provisions.
➤	Compliance with State and/or federal programmatic requirements.
➤	Services provided by other public or County-related entities.
➤	Services are needed to address an emergent or related time-sensitive need.
➤	The service provider(s) is required under the provisions of a grant or regulatory requirement.
➤	Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
➤	Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
➤	Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/ system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
➤	Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
➤	It is more cost-effective to obtain services by exercising an option under an existing contract.
➤	It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

  
 \_\_\_\_\_  
 Chief Executive Office

\_\_\_\_\_  
Date



**BOARD LETTER/MEMO  
CLUSTER FACT SHEET**

Board Letter

Board Memo

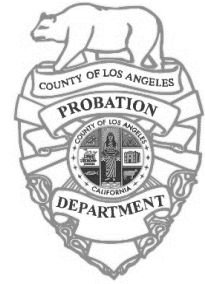
Other

<b>CLUSTER AGENDA REVIEW DATE</b>	9/18/2024	
<b>BOARD MEETING DATE</b>	9/18/2024	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Probation Department (Probation)	
<b>SUBJECT</b>	Intent to Negotiate Sole Source – Kiosk System Software	
<b>PROGRAM</b>	Adult Probation Report-In Program	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	If Yes, please explain why: The vendor provides the current software and is situated with an updated solution that provides the necessary expertise and compatibility with Probation’s existing case management system (CMS), security and functionality.	
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable	
<b>DEADLINES/ TIME CONSTRAINTS</b>	Not Applicable	
<b>COST &amp; FUNDING</b>	Total cost:	Funding source:
	\$ 200,000	Net County Cost
	TERMS (if applicable):	
	Explanation: Funding is included in Probation’s existing operating budget to purchase a Software as a Service (SaaS) solution to upgrade the outdated kiosk system.	
<b>PURPOSE OF REQUEST</b>	The funding will be used for services required to develop a system interface between Probation’s CMS and will support implementation services.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	Catalis supports the current software and provides an updated SaaS solution that has the necessary security and functionality. Catalis can leverage the developers that created the existing system to expedite the delivery of an interface b/n the new solution and Probation’s (CMS). The system will provide similar to existing functionality along with new features to improve the client experience.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	If Yes, please state which one(s) and explain how: This project supports the Care First, Jail Last priority. Probation’s Kiosk Report-In program provides the flexibility of supervising an increased number of clients in the community by allowing them to report without having face to face interaction with a caseworker unless necessary.	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: <ul style="list-style-type: none"> <li>• Randall Pineda – Adult Administrative Services, (562) 940-2100 <a href="mailto:Randall.Pineda@probation.lacounty.gov">Randall.Pineda@probation.lacounty.gov</a></li> <li>• Robert Smythe, Administrative Deputy, (562) 940-2516 <a href="mailto:Robert.Smythe@probation.lacounty.gov">Robert.Smythe@probation.lacounty.gov</a></li> <li>• Vijay Panati, Acting Chief Information Officer, (562) 940-2515 <a href="mailto:Vijay.Panati@probation.lacounty.gov">Vijay.Panati@probation.lacounty.gov</a></li> </ul>	



# COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY – DOWNEY, CALIFORNIA 90242  
(562) 940-2501



**GUILLERMO VIERA ROSA**

Chief Probation Officer

September 18, 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:

## **Advanced Notification of Intent to Negotiate a Sole Source Contract with Catalis to Upgrade the Probation Client Kiosk Report-In System**

### **SUBJECT**

This letter provides advance notification to the Board of Supervisors in accordance with Board Policy 5.100 that the Probation Department (Department) intends to initiate negotiations for a sole source contract (contract) with Catalis to upgrade the Department's current probation client kiosk report-in system (kiosk system). Catalis (formerly known as Automon) is the current kiosk system provider. The Department intends to upgrade the kiosk system to CE Check-In, also offered by Catalis.

### **BACKGROUND**

The Department makes the kiosk system available in field offices to provide select clientele the ability to report to their casework Deputy Probation Officer (DPO) without the need for face-to-face interaction. The kiosk system allows clients to receive messages from their caseworker, update their contact information, and provide information relative to their court ordered conditions of probation. The kiosk system handles approximately 3,500 client engagements each month.

Both the hardware and software upon which the kiosk system operates are outdated. At times client interactions scheduled or attempted cannot be completed on the kiosks due to kiosk system failures. Repair parts are no longer available, and the kiosk software is not compatible with current operating systems. In addition, the software does not align with current security standards for highly sensitive client report-in data.

### **SOLE SOURCE JUSTIFICATION**

Deployment of DPOs to juvenile detention facilities results in the need for the Department to double, from 3,500 to 7,000, the number of adult clients on court ordered community supervision who report through a kiosk rather than face-to-face with a DPO. As noted above, the kiosk system presents significant challenges due to hardware that is minimally serviceable and outdated software.

Catalis' CE Check-in software platform is the only software solution compatible with the kiosk technology platform and includes robust security features. Catalis has a demonstrated record of probation industry solutions including client report-in capabilities such as enabling a client's use of their home computers or cell phones for check-in features such as identity and location verification.

**Alternatives considered:**

- a. Development of a custom application:** Developing a custom application internally will take information technology resources away from critical projects dealing with juvenile and adult operations. In addition, the Department's internal resources do not currently possess the specialized skills required to develop some of the key functions needed as part of the kiosk system including biometric identity verification, enabling the submittal of photo documentation by clients, and enabling messaging between a client and their caseworker. Developing the required skillsets would delay the delivery of an updated kiosk solution, further perpetuating the issues that currently exist.
- b. Manual option, manual processes, paperwork:** Creating a manual process along with developing the required documents, and policies would reduce efficiency. It would require personnel to review the documents and enter the information to the Adult Probation System (APS). This would create a delay in a caseworker being able to respond to issues identified during the report-in process and would defeat the efficiency and client service benefit of the self-report-in engagement.

Integration between information technology systems can be complex, time consuming, and risky. To maximize efficiency, CE Check-In must be able to share important client information in real time with APS. Catalis is well positioned to expeditiously establish a new data exchange mechanism between CE Check-In and APS. Catalis has an established working relationship with the developers that created and implemented the original kiosk system and stands to leverage that relationship to complete the CE Check-In implementation.

In addition, CE Check-In will provide Department personnel a web-based platform to view report-in information in real time and the ability to create statistical reports for individual caseloads, area offices, or for the Department as a whole. Utilizing the unique Catalis solution and expertise reduces the Department's exposure to hardware and software glitches and improves the client engagement experience.

The Honorable Board of Supervisors

September 18, 2024

Page 3 of 3

### **FISCAL IMPACT/FINANCING**

The current kiosk system costs approximately \$101,000 each year to support. The CE Check-In system requires an initial investment of approximately \$200,000, and ongoing annual support and of \$100,000. Sufficient funding is available within the Department's existing appropriation.

### **CONCLUSION**

Pursuant to Board policy, the Department will proceed with sole source negotiations in four weeks, unless otherwise instructed by the Board. If you have questions, please contact me or your staff may contact Robert Smythe, Administrative Deputy, at [robert.smythe@probation.lacounty.gov](mailto:robert.smythe@probation.lacounty.gov) or (562) 940-2517.

Sincerely,

GUILLERMO VIERA ROSA  
Chief Probation Officer

GVR:RS:RP:vp

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

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	9/18/2024		
<b>BOARD MEETING DATE</b>	10/8/2024		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Fire		
<b>SUBJECT</b>	The District is requesting Board approval for 1) the acquisition of critical communication equipment, including the purchase of mobile radios, portable radios, airborne radios and radio upgrade conversion kits, and satellite radios, accessories, and equipment; and 2) an appropriation adjustment to transfer \$9,668,000 from the Information Technology Infrastructure Fund for the acquisition.		
<b>PROGRAM</b>	Critical Communication Equipment		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable		
<b>DEADLINES/ TIME CONSTRAINTS</b>	None		
<b>COST &amp; FUNDING</b>	Total cost:	Funding source:	
	\$9,668,000	Information Technology Infrastructure Fund	
	TERMS (if applicable):		
	Explanation:		
<b>PURPOSE OF REQUEST</b>	Replace outdated communication equipment to maintain operational efficiency and ensure public safety.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The existing legacy IT communication equipment has reached the end of its service life and is now obsolete. Budget constraints have made it challenging to allocate funds for regular IT upgrades as spending is prioritized on firefighting equipment, personnel, and emergency response services, which has left less funding available for IT infrastructure. On 2/13/2024, the IT Investment Board approved \$10,544,000 in one-time funding from the Information Technology Infrastructure Fund for the District to replace critical legacy communications equipment. The \$4,074,000 was approved as one-time funding for aviation radios, satellite equipment, lifeguard radios, call firefighter radios, and dispatch equipment and \$6,470,000 was approved as a loan for mobile radios. The \$9,668,000 of the approved \$10,544,000 is reflected in this Board letter. The remaining \$876,000 will be used at a later date.		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Strategic Plan North Star 3.G. Internal Controls and Processes		
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Marissa Martin-Jensen, ASM II, 323-881-6173 <a href="mailto:Marissa.MartinJensen@firelacounty.gov">Marissa.MartinJensen@firelacounty.gov</a>		



# COUNTY OF LOS ANGELES FIRE DEPARTMENT



## BOARD OF SUPERVISORS

LINDSEY P. HORVATH, CHAIR  
THIRD DISTRICT

HILDA L. SOLIS  
FIRST DISTRICT

HOLLY J. MITCHELL  
SECOND DISTRICT

JANICE HAHN  
FOURTH DISTRICT

KATHRYN BARGER  
FIFTH DISTRICT

ANTHONY C. MARRONE  
FIRE CHIEF  
FORESTER & FIRE WARDEN

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

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

October 8, 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:

### **REQUEST TO AUTHORIZE THE USE OF THE INFORMATION TECHNOLOGY INFRASTRUCTURE FUND FOR THE ACQUISITION OF CRITICAL COMMUNICATION EQUIPMENT AND APPROVAL OF AN APPROPRIATION ADJUSTMENT FOR FISCAL YEAR 2024-25 (ALL DISTRICTS) (4 – VOTES)**

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

### **SUBJECT**

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors (Board) approval for the acquisition of critical communication equipment, which includes the purchase of 600 Motorola APX8500 mobile radios, 100 Motorola APX8000HXE portable radios, 18 Technisonic TDFM-9000 airborne radios and radio upgrade conversion kits, and 121 Icom satellite radios, accessories and equipment for disaster communication response.

The District also requests Board approval of an appropriation adjustment to use \$9,668,000 in one-time funding from the Information Technology Infrastructure Fund for the acquisition.

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

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

1. Approve the District's request and authorize the Internal Services Department (ISD), as the County's Purchasing Agent, to proceed with the acquisition of critical communication equipment.
2. Approve a Fiscal Year 2024-25 Appropriation Adjustment (Enclosure A) in the Information Technology Infrastructure Fund to reallocate \$9,668,000 from Services and Supplies to Other Financing Uses, and increase the Fire Department - Special Services Budget Unit's Services and Supplies and Capital Assets - Equipment appropriations for the purchase.
3. Find that this purchase is exempt from the provisions of the California Environmental Quality Act (CEQA).

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

The District requires the replacement of outdated communication equipment to maintain its operational efficiency and ensure public safety. The existing legacy Information Technology (IT) communication equipment has reached the end of its service life and is now obsolete, posing significant operational risks to effective and swift emergency response time.

This purchase includes the procurement of the following critical communication equipment:

- 600 Motorola APX8500 all-band mobile radios and accessories at a not to exceed cost of \$6,470,000.

The APX8500 all-band mobile radio combines unlimited interoperability, secure Wi-Fi connectivity, and integrated Bluetooth, enabling ease of installation and removal. It can easily interface and utilizes a broadband network to create an in-vehicle ecosystem for offloading data applications in the field, increasing the safety and efficiency of firefighters in and around emergency vehicles.

- 100 Motorola APX8000HXE all-band portable radios and accessories for call (aka "on-call") firefighters at an approximate cost of \$1,313,000.

Call firefighters play a crucial role in supplementing regular firefighting forces during major incidents. These APX8000HXE radios meet the National Fire Protection Agency standards for firefighting and are compatible with the Los Angeles Regional Interoperable Communications System.

- 9 Technisonic TDFM-9000 airborne multiband transceiver radios and 9 radio upgrade conversion kits for District Helicopters at an approximate cost of \$1,578,000.

The District operates ten helicopters that are essential for rapid aerial response. These radios and upgrades will offer improved functionality, enhanced communication capabilities, and adherence to industry standards, ensuring optimal performance for emergency response and firefighting operations.

- 121 Icom satellite radios, accessories and equipment at an approximate cost of \$307,000.

During large-scale disasters, the ability to maintain communication is paramount. Current satellite equipment is outdated and inadequate for such situations. The proposed replacement equipment is essential for maintaining the commitment to reliable emergency response and effective communication during catastrophic events. Upgrading the infrastructure will provide enhanced reliability, extended coverage, and cost savings in the long run. Modernizing legacy technology and enhancing communication infrastructure will proactively address emergencies and maintain business continuity.

### 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**

The Information Technology Infrastructure Fund, governed by the County's Information Technology Investment Board (ITIB), was established to fund Countywide or multi-departmental technology projects that improve the delivery of services to the public; generate operational improvements to one or more departments or programs; and improve interdepartmental or interagency collaboration.

On February 13, 2024, the ITIB approved \$10,544,000 in one-time funding from the Information Technology Infrastructure Fund for the District to replace critical legacy communications equipment. \$4,074,000 was approved as one-time funding for aviation radios, satellite equipment, lifeguard radios, call firefighter radios, and dispatch equipment. \$6,470,000 was approved as a loan for mobile radios.

Approval of the attached appropriation adjustment in the Information Technology Infrastructure Fund will reallocate \$9,668,000 from Services and Supplies to Other Financing Uses, and increase the District's Services and Supplies and Capital Assets - Equipment appropriation for the purchase of aviation radios, satellite equipment, call firefighter radios, and mobile radios. The remaining \$876,000 of funding will be utilized to replace legacy dispatch equipment at a future date.

No new Net County Cost (NCC) will be required.

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

The District is responsible for protecting the County, its citizens, the environment, and property by providing cost-effective fire protection and life safety services. Budget constraints have made it challenging to allocate funds for regular IT upgrades as spending is prioritized



on firefighting equipment, personnel, and emergency response services, which has left less funding available for IT infrastructure. Over time, IT equipment and systems become outdated and may no longer meet operational needs. In addition, the District works closely with other emergency agencies during emergency responses, so ensuring interoperability with other systems is of utmost importance.

The District is seeking a multifaceted solution to address these issues and meet operational and technical requirements. By including the proposed components in the purchase, the need for extensive customizations will be vastly reduced.

This request was reviewed by the IT Investment Board and presented at their November 30, 2023 meeting. The business case for this project was approved and no formal CIO Analysis is required.

### **ENVIRONMENTAL DOCUMENTATION**

This acquisition will 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**

This is a commodity purchase under the statutory authority of the County's Purchasing Agent. The purchase will be requisitioned through and accomplished by the County's Purchasing Agent in accordance with the County's purchasing policies and procedures.

### **IMPACT ON CURRENT SERVICES**

Approval of the recommended actions will greatly enhance the District's ability to protect lives, the environment, and property in a safe, more efficient, and cost-effective manner.

### **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](mailto:Marissa.MartinJensen@fire.lacounty.gov)

Internal Services Department  
Purchasing and Contracts Services  
Attention: Gerald Plummer, Division Manager  
1100 North Eastern Avenue, Suite 102  
Los Angeles, CA 90063

[GPlummer@isd.lacounty.gov](mailto:GPlummer@isd.lacounty.gov)

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

Respectfully submitted,

ANTHONY C. MARRONE, FIRE CHIEF

REVIEWED BY:

PETER LOO  
CHIEF INFORMATION OFFICER

ACM:cs

Enclosure

c: Chief Executive Officer  
Executive Officer, Board of Supervisors  
County Counsel  
Internal Services Department

**STATE/SUPPLEMENTAL BUDGET REQUEST ADJUSTMENT  
FY 2024-25**

10/8/2024

Cluster	FISCAL
Type of Change	BUDGET ADJUSTMENT
Department Impacted	CHIEF EXECUTIVE OFFICER
Program Impacted	INFORMATION TECHNOLOGY
Funding Type	ONE-TIME
Type of Adjustment	REVENUE OFFSET FUNDING
Change in Budgeted Positions	0
Votes	4

**Justification**

This adjustment reflects a shift in appropriation in the Information Technology Infrastructure Fund from Services and Supplies to Other Financing Uses, and increases Fire Department - Special Services Budget Unit's Services and Supplies and Capital Assets - Equipment appropriations for the acquisition of critical communication equipment.

**Sources (Increase Revenue / Decrease Appropriation)**

FUND	DEPT	LVL1	LVL2	DESCRIPTION	CAT	OBJ	DESCRIPTION	AMOUNT
B16	AO	40033		INFORMATION TECHNOLOGY INFRASTRUC		2000	SERVICES & SUPPLIES	9,668,000
DA1	FR	40100	40191	FIRE DEPARTMENT - SPECIAL SERVICES BU	96	9911	OPERATING TRANSFERS IN	9,668,000
								19,336,000

**Uses (Increase Appropriation / Decrease Revenue)**

FUND	DEPT	LVL1	LVL2	DESCRIPTION	CAT	OBJ	DESCRIPTION	AMOUNT
B16	AO	40033		INFORMATION TECHNOLOGY INFRASTRUC		6100	OTHER FINANCING USES	9,668,000
DA1	FR	40100	40191	FIRE DEPARTMENT - SPECIAL SERVICES BU		2000	SERVICES & SUPPLIES	703,000
DA1	FR	40100	40191	FIRE DEPARTMENT - SPECIAL SERVICES BU		6030	CAPITAL ASSETS - EQUIPMENT	8,965,000
								19,336,000

Appropriation	9,668,000
Intrafund Transfers	-
Revenue	9,668,000
Net County Cost	-

**Explanation of change**


This adjustment reflects a shift in appropriation in the Information Technology Infrastructure Fund from Services and Supplies to Other Financing Uses, and increases Fire Department - Special Services Budget Unit's Services and Supplies and Capital Assets - Equipment appropriations for the acquisition of critical communication equipment.


Manager, CEO Approval

## Instructions

- Note:**
1. All data entry must be input in the "INPUT" tab.
  2. You may change the file name of this workbook to a more descriptive name, but **do not** convert from it's current file format of .xlsm.
  3. Macros must be enabled in order to make any of the changes indicated in the **Useful Tips** section below.

**Sources/Uses:** Enter the Financing Source information as it would appear on a Budget Adjustment (i.e. Fund, Level 1 Org, Level 2 Org (if applicable), Account, and Amount). Department Code, Budget Unit Description, and Object Category fields will automatically prepopulate. Transfers In (e.g. 9911) entries should have corresponding Other Financing Uses (6100) entries or vice versa.

**Useful Tips:** Double click on the  button to insert new rows below the active row.

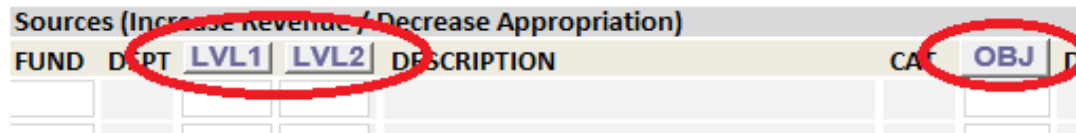
Double click on the  button to delete the active row.

Left click on the LVL1 or LVL2 buttons to add new level 1 or level 2 budget units.

The new level 1 or level 2 unit will be added to the bottom of the drop-down list.

Left click on the OBJ button to add new revenue source or balance sheet accounts.

The new code will be added to the bottom of the drop-down list.



Sources (Increase Revenue / Decrease Appropriation)

FUND	DEPT	LVL1	LVL2	DESCRIPTION	CAT	OBJ	AMOUNT

If you have questions regarding the use of this Excel-based budget adjustment form, please contact Tope Okusanya at (213) 974-1325 or [tokusanya@ceo.lacounty.gov](mailto:tokusanya@ceo.lacounty.gov). All other questions should be directed to your CEO Budget Analyst.

October 08, 2024

COUNTY OF LOS ANGELES

### REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF CHIEF EXECUTIVE OFFICER

**AUDITOR-CONTROLLER:**

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

**ADJUSTMENT REQUESTED AND REASONS THEREFORE**

**FY 2024-25**

**4 - VOTES**

SOURCES		USES		
<b>INFORMATION TECHNOLOGY INFRASTRUCTURE FUND</b> B16-AO-2000-40033 SERVICES & SUPPLIES <b>DECREASE APPROPRIATION</b>		<b>9,668,000</b>	<b>INFORMATION TECHNOLOGY INFRASTRUCTURE FUND</b> B16-AO-6100-40033 OTHER FINANCING USES <b>INCREASE APPROPRIATION</b>	<b>9,668,000</b>
<b>FIRE DEPARTMENT - SPECIAL SERVICES BUDGET UNIT</b> DA1-FR-96-9911-40100-40191 OPERATING TRANSFERS IN <b>INCREASE REVENUE</b>		<b>9,668,000</b>	<b>FIRE DEPARTMENT - SPECIAL SERVICES BUDGET UNIT</b> DA1-FR-2000-40100-40191 SERVICES & SUPPLIES <b>INCREASE APPROPRIATION</b>	<b>703,000</b>
			<b>FIRE DEPARTMENT - SPECIAL SERVICES BUDGET UNIT</b> DA1-FR-6030-40100-40191 CAPITAL ASSETS - EQUIPMENT <b>INCREASE APPROPRIATION</b>	<b>8,965,000</b>
<b>SOURCES TOTAL</b>		<b>\$ 19,336,000</b>	<b>USES TOTAL</b>	<b>\$ 19,336,000</b>

**JUSTIFICATION**

This adjustment reflects a shift in appropriation in the Information Technology Infrastructure Fund from Services and Supplies to Other Financing Uses, and increases Fire Department - Special Services Budget Unit's Services and Supplies and Capital Assets - Equipment appropriations for the acquisition of critical communication equipment.

**AUTHORIZED SIGNATURE**

ALBERT NAVAS, MANAGER, CEO

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR---

ACTION

RECOMMENDATION

APPROVED AS REQUESTED

APPROVED AS REVISED

AUDITOR-CONTROLLER

BY

CHIEF EXECUTIVE OFFICER

BY

B.A. NO.

DATE

DATE