



Board of Supervisors Operations Cluster Agenda Review Meeting

DATE: October 9, 2024

TIME: 2:00 p.m. – 4:00 p.m.

MEETING CHAIR: John Leonard, 3rd Supervisorial District

CEO MEETING FACILITATOR: Thomas Luscombe

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

To participate in 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

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:
NINE-YEAR LEASE
DEPARTMENT OF PUBLIC SOCIAL SERVICES
9188 GLENOAKS BOULEVARD, SUN VALLEY
CEO/RE – Alexandra Nguyen-Rivera, Section Chief, Leasing

- B) Board Letter:
NINE-YEAR LEASE
DEPARTMENT OF MENTAL HEALTH
947 COLE AVENUE, LOS ANGELES
CEO/RE – Alexandra Nguyen-Rivera, Section Chief, Leasing

- C) Board Letter:
ELEVEN-YEAR LEASE
DEPT OF CHILDREN AND FAMILY SERVICES
5757 WILSHIRE BOULEVARD, LOS ANGELES
CEO/RE – Alexandra Nguyen-Rivera, Section Chief, Leasing

- D) Board Letter:
REQUEST APPROVAL TO EXECUTE SOLE SOURCE AMENDMENT
NUMBER FOUR TO CONTRACT NUMBER 20-001 WITH RUNBECK
ELECTION SERVICES, INC. FOR VOTER REGISTRATION SYSTEM
LICENSE AND SUPPORT SERVICES
RRCC/CIO – Jerome Jordan, Assistant RR/CC, Administration and
Aman Bhullar, Assistant RR/CC, Information Technology

- E) Board Letter:
APPROVAL FOR APPROPRIATION ADJUSTMENT TO USE FUNDS FROM
THE COUNTY’S LEGACY SYSTEM MODERNIZATION FUND FOR THE
IMPLEMENTATION OF A CLOUD-BASED CALL CENTER SYSTEM
TTC – Elizabeth Buenrostro Ginsberg, Treasurer and Tax Collector,
Deondria Barajas, Assistant Treasurer and Tax Collector and
Matthew Der, Departmental Chief Information Officer

- F) Board Letter:
ACCEPT \$328.72 MILLION IN FUNDING AWARDED TO INTERNAL SERVICES
DEPARTMENT ENERGY AND ENVIRONMENTAL SERVICES TO IMPLEMENT
AND ADMINISTER THE CALIFORNIA ENERGY COMMISSION SOUTHERN
CALIFORNIA EQUITABLE BUILD DECARBONIZATION PROGRAM FOR
CALENDAR YEARS 2024 THROUGH 2029
ISD – Minh Le, General Manager and Lujana Medina, Division Manager

4. PRESENTATION ITEM(S):

None available.

5. ADJOURNMENT

UPCOMING ITEM(S) FOR OCTOBER 16, 2024:

- A) CEO/CLASS – COUNTYWIDE CLASSIFICATION/COMPENSATION ACTIONS
- B) CEO/BENEFITS – PAID FAMILY LEAVE PILOT PROGRAM
- C) PARKS/CIO – APPROVAL OF SOLE SOURCE AMENDMENT TO THE GRANTS MANAGEMENT SYSTEM AGREEMENT WITH DULLES TECHNOLOGY PARTNERS, INC. FOR CONTINUED MAINTENANCE AND SERVICING
- D) DPH/CIO – ADVANCE NOTIFICATION OF INTENT TO EXTEND A SOLE SOURCE CONTRACT WITH AUTOMATED CASE MANAGEMENT SYSTEMS, INC. FOR DATA MANAGEMENT SERVICES
- E) DCBA – AMENDMENTS TO TITLE 8 - CONSUMER PROTECTION, BUSINESS AND WAGE REGULATIONS DIVISION 3 (HOUSING) TO IMPLEMENT AMENDMENTS TO THE RENT STABILIZATION AND TENANT PROTECTIONS ORDINANCE

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	10/9/2024		
BOARD MEETING DATE	11/6/2024		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input checked="" type="checkbox"/> 5 th		
DEPARTMENT(S)	Department of Public Social Services		
SUBJECT	Nine-year lease renewal for 26,688 SF at 9188 Glenoaks Boulevard, Sun Valley CA 91352		
PROGRAM	Medi-Cal, CalFresh, and General Relief/General Relief Opportunities for Work (GROW)		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	If Yes, please explain why:		
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable		
DEADLINES/ TIME CONSTRAINTS	The existing lease will expire December 11, 2024.		
COST & FUNDING	Total cost:	\$8,904,000	Funding source:
			The rental costs will be funded by 81.11 percent State and Federal funds and 19.89 percent by net County cost (NCC).
	TERMS (if applicable): The estimated maximum first year base rental cost is \$635,000, but with a one-month rent abatement of approximately \$53,000 will equal \$582,000. The estimated total proposed lease cost, including electricity, water, sewer and janitorial costs is \$8,904,000 over the nine-year term. The landlord will be responsible for operating expenses, repair and maintenance to the building. The County is responsible for electric, water, sewer, and janitorial costs.		
Explanation: Sufficient funding to cover the proposed rent for the first year of the proposed lease term is included in the Fiscal Year 2024-25 Rent Expense budget and will be billed back to DPSS. DPSS 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 DPSS.			
PURPOSE OF REQUEST	Approval of the recommended actions will authorize and provide continued use of office space for DPSS.		
BACKGROUND (include internal/external issues that may exist including any related motions)	The County has leased the subject location since March 2007. The proposed lease will provide 9 years of continued use of this location. The existing lease does not expire until December 11, 2024. This lease commences on the later of: (1) first day after mutual execution of the lease, approval by the Board and 30 days after completion of Landlord work and tenant acceptance, or (2) December 12, 2024. The facility adequately meets the office space needs of DPSS.		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:		
DEPARTMENTAL CONTACTS	Alexandra Nguyen-Rivera Section Chief, Leasing CEO Real Estate Division 213-974-4189 arivera@ceo.lacounty.gov		



**Chief
Executive
Office.**

COUNTY OF LOS ANGELES

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

CHIEF EXECUTIVE OFFICER

Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

November 6, 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:

**NINE-YEAR LEASE
DEPARTMENT OF PUBLIC SOCIAL SERVICES
9188 GLENOAKS BOULEVARD, SUN VALLEY
(FIFTH DISTRICT) (3 VOTES)**

SUBJECT

Approval of a proposed nine-year lease to renew an existing lease to provide the Department of Public Social Services (DPSS) continued use of 26,688 square feet of office space and 82 on-site parking spaces to administer Medi-Cal, CalFresh, and General Relief/General Relief Opportunities for Work (GROW) services.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed lease is exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and in the record of the project.
2. Authorize the Chief Executive Officer, or her designee, to execute the proposed lease with Glenoaks Business Park, a California limited partnership (Landlord), for approximately 26,688 square feet of office space and 82 on-site parking spaces located at 9188 Glenoaks Boulevard, Sun Valley (Premises) to be occupied by DPSS. The estimated maximum first year base rental cost is \$635,000, but with a one-month rent abatement of approximately \$53,000 will equal \$582,000. The estimated total proposed lease cost, including electricity, water, sewer, and janitorial costs is \$8,904,000 over the nine-year term. The rental costs will be funded 80.11 percent State and Federal funds and 19.89 percent net County cost (NCC) that is already included in DPSS' existing budget. DPSS will not be requesting additional NCC for this action.

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

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

DPSS has occupied the Premises since March 2007, and the current lease term will expire on December 11, 2024. DPSS administers Medi-Cal, CalFresh, and General Relief/GROW services at the site for the residents of the San Fernando Valley and surrounding areas with approximately 200 – 300 visitors per day. Medi-Cal offers State and Federal funded health care programs and services to low-income individuals and families. CalFresh furnishes food benefits to low-income individuals and families and provides economic benefits to communities. General Relief/GROW provides cash aid to indigent adults, and children in certain special circumstances who are ineligible for Federal or State programs.

There are 123 employees assigned to this location with 119 workstations and approximately 80 percent have direct, in-person interactions with clients. On-site coverage is needed for GROW services to provide job orientation, training, and counseling. Additionally, the GROW program requires frequent direct, in-person interactions to best serve clients. Employees also require access to personal identifiable information, which based on existing regulations, cannot be securely accessed remotely. Supervisors and management must be on-site daily to ensure timely and immediate approvals. DPSS requires sufficient on-site coverage to ensure uninterrupted public service delivery.

The proposed lease will enable DPSS to remain and continue to provide services to the San Fernando Valley and surrounding communities, avoid relocation costs, and interruption of services. The Premises is adequately served by public transportation routes and major highways.

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 proposed lease is also consistent with the Strategic Asset Management Goal – Strengthen connection between service priorities and asset decisions, and Key Objective No. 5 – Fund Highest Priority Needs.

The proposed lease supports the above goals and objective by providing DPSS with an office to continue to provide services to residents located in the San Fernando Valley and surrounding areas.

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

FISCAL IMPACT/FINANCING

The estimated maximum first year base rental cost is \$635,000, but with a one-month rent abatement of approximately \$53,000 will equal \$582,000, which includes parking at no additional cost. The aggregate cost associated with the proposed lease over the entire nine-year term, including electricity, water, sewer, and janitorial costs, is \$8,904,000 as shown in Enclosure B-1. The proposed lease costs will be funded 80.11 percent State and Federal funds and 19.89 percent NCC that is already included in DPSS existing budget. DPSS will not be requesting additional NCC for this action.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

- Upon commencement of the proposed lease, the annual rental rate will increase from \$23.16 per square foot, per year to \$23.76 per square foot, per year. Base rent is subject to annual increases based on the fixed annual increases of 3 percent.
- The Landlord has agreed to one month of rent abatement.
- The Landlord, at Landlord's sole cost and expense, will complete certain improvements to the property to refresh the Premises, as specified in the proposed lease.
- The Landlord is responsible for the operating and maintenance cost of the building, and the County is responsible for electric, water, sewer, and janitorial costs.
- There are 82 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.
- The proposed lease includes a nine-year initial term with no options to extend.
- The County has the right to terminate the proposed lease early any time after 84 months, with 120 days' written notice.
- Holdover at the proposed lease expiration is permitted on the same lease terms and conditions except the monthly base rent during the holdover period will be at the base rent at the time of the lease expiration.
- The County shall have the Right of First Offer to lease any space that becomes available at 11060 or 11062 Randall Street, Sun Valley, located on the same parcel as the proposed Premises.
- The proposed lease will be effective upon the later to occur of (i) first day of the month following approval by the Board and full execution of the proposed lease, but the term and rent will commence thirty (30) days upon completion of TIs by the Landlord and acceptance of Premises by County or (ii) December 12, 2024.

The Chief Executive Office conducted a market search of available office space for lease but was unable to identify any sites that could accommodate this requirement more economically. Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$42.60 and \$49.20 per square foot, per year. The base annual rental rate of \$23.76 per square foot, per year for the proposed lease represents a rate that is below the market range for the area. Further, relocation to a new building would require costly new TIs and disrupt services. We recommend the proposed Premises as the most suitable to meet the County's space requirements.

Co-working office space is not suitable for this requirement due to the nature of services provided by DPSS at this location.

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 Los Angeles has been sent in accordance with Government Code Section 25351.

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

carry out the work of the county government.

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

ENVIRONMENTAL DOCUMENTATION

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

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

Respectfully submitted,

FESIA A. DAVENPORT
Chief Executive Officer

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

Enclosures

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

The Honorable Board of Supervisors
November 6, 2024
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Public Social Services

**DEPARTMENT OF PUBLIC SOCIAL SERVICES
9188 GLENOAKS BOULEVARD, SUN VALLEY**

Asset Management Principles Compliance Form¹

1. <u>Occupancy</u>		Yes	No	N/A
A	Does lease consolidate administrative functions? ²			X
B	Does lease co-locate with other functions to better serve clients? ² This is a Medi-Cal, CalFresh, GROW office serving the San Fernando surrounding communities.		X	
C	Does this lease centralize business support functions? ²			X
D	Does this lease meet the guideline of 200 sq. ft of space per person? ² Based on 123 employees space provides for 217 sq. ft. per person due to waiting area, lobby, and interview rooms.		X	
E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? ² Based on 82 spaces, parking is 3.08 space/1,000 RSF		X	
F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location? ²	X		
2. <u>Capital</u>				
A.	Is it a substantial net County cost (NCC) program?		X	
B	Is this a long-term County program?	X		
C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?		X	
D	If no, are there any suitable County-owned facilities available?		X	
E	If yes, why is lease being recommended over occupancy in County-owned space?			X
F	Is Building Description Report attached as Enclosure C?	X		
G	Was build-to-suit or capital project considered? ² This is an existing facility and a build to suit or capital project was not considered for this type of program		X	
3. <u>Portfolio Management</u>				
A	Did department use CEO Space Request Evaluation (SRE)?	X		
B	Was the space need justified?	X		
C	If a renewal lease, was co-location with other County departments considered?	X		
D	Why was this program not co-located with other County departments?			
	1. ____ The program clientele requires a "stand alone" facility.			
	2. <u>X</u> No suitable County occupied properties in project area.			
	3. <u>X</u> No County-owned facilities available for the project.			
	4. ____ Could not get City clearance or approval.			
	5. ____ The Program is being co-located.			
E	Is lease a full-service lease? ² County is responsible for electric, water, sewer, and janitorial.		X	
F	Has growth projection been considered in space request?	X		
G	¹ Has the Dept. of Public Works completed seismic review/approval?	X		
¹ As adopted by the Board of Supervisors 11/17/98				
² If not, why not?				

OVERVIEW OF THE PROPOSED BUDGETED LEASE COSTS

9188 Glenoaks Boulevard, Sun Valley
 Department of Public and Social Services

Basic Lease Assumptions

Leased Area (sq.ft.)	26,688	
Parking Spaces	82	
	Monthly	Annual
Rent (per sq. ft.)	\$1.98	\$23.76
Term (Months)	108	
Annual Rent Adjustment	3%	

	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year	6 th Year	7 th Year	8 th Year	9 th Year	Total 9 Year Rental Costs
Annual Base Rent Costs	\$635,000	\$655,000	\$675,000	\$696,000	\$717,000	\$739,000	\$762,000	\$785,000	\$809,000	\$6,473,000
Rent Abatement⁽¹⁾	(\$53,000)									(\$53,000)
Annual Lease Cost Paid to Landlord	\$582,000	\$655,000	\$675,000	\$696,000	\$717,000	\$739,000	\$762,000	\$785,000	\$809,000	\$6,420,000
Electricity Costs⁽²⁾	\$84,000	\$84,000	\$84,000	\$84,000	\$84,000	\$84,000	\$84,000	\$84,000	\$84,000	\$756,000
Water and Sewer Costs⁽²⁾	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000	\$153,000
Janitorial Costs⁽²⁾	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$1,575,000
Total Annual Lease Costs	\$858,000	\$931,000	\$951,000	\$972,000	\$993,000	\$1,015,000	\$1,038,000	\$1,061,000	\$1,085,000	\$8,904,000

Footnotes

⁽¹⁾ Tenant shall have one month of Rent Abatement.

⁽²⁾ County is responsible for costs. The costs shown above is based upon usage from June 2023 to June 2024. All costs are an estimation and subject to change.

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

COMPARISON OF THE PROPOSED LEASE TO EXISTING LEASE

	Existing Lease: 9188 Glenoaks Blvd., Sun Valley	Proposed Lease: 9188 Glenoaks Blvd., Sun Valley	Change
Area (Square Feet) ⁽¹⁾	24,780 sq. ft.	26,688 sq. ft.	+1,908 sq. ft.
Term (years)	10 years plus two, five-year options to renew.	9 years	-1 year and no options to renew.
Annual Base Rent ⁽²⁾ (Base rent includes <u>82</u> parking spaces)	\$573,000	\$635,000	+ \$62,000
Total Annual Lease Costs to LL ⁽²⁾	\$573,000	\$582,000	+\$9,000
Rental rate adjustment	Fixed 2.5 percent increases	Fixed 3 percent increases	Fixed 3 percent increases

(1) Increase due to remeasurement of building.

(2) For first year only. Includes one month rent abatement in the first year.

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

DEPARTMENT OF PUBLIC SOCIAL SERVICES

**SPACE SEARCH – 3 MILE RADIUS FROM
9188 GLENOAKS BOULEVARD, SUN VALLEY**

LACO	Name	Address	Ownership Type	Gross SQFT	Vacant
F309	PW Flood - Hansen Yard Office	11950 Branford St., Sun Valley, CA 91352	Owned	2,236	No

FACILITY LOCATION POLICY ANALYSIS

Proposed lease: Lease for the Department of Public and Social Services – 9188 Glenoaks Boulevard, Sun Valley – Fifth District.

A. Establish Service Function Category – Medi-Cal, CalFresh, and General Relief/General Relief Opportunities for Work (GROW) services

B. Determination of the Service Area – The proposed lease will allow DPSS to continue services located within the San Fernando Valley area.

C. Apply Location Selection Criteria to Service Area Data

- Need for proximity to service area and population: Community need for services in the San Fernando Valley.
- Need for proximity to existing County facilities: N/A
- Need for proximity to Los Angeles Civic Center: N/A
- Economic Development Potential: N/A
- Proximity to public transportation: The location is adequately served by local transit services, i.e., the METRO Bus station on Tuxford and Glenoaks.
- Availability of affordable housing for County employees: The surrounding area provides for affordable housing and rental opportunities.
- Use of historic buildings: N/A
- Availability and compatibility of existing buildings: There are no alternative existing County buildings available to meet all of DPSS' needs.
- Compatibility with local land use plans: The City of Los Angeles has been notified of the proposed County use which is consistent with its use and zoning for office space at this location.
- Estimated acquisition/construction and ongoing operational costs: The aggregate cost associated with the proposed lease over the entire term is \$8,904,000.

D. Analyze results and identify location alternatives

Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$42.60 and \$49.20 per square foot, per year. The base annual rental rate of \$23.76 per square foot, per year for the proposed lease represents a rate that is below the market range for the area.

Further, relocation to a new building would require costly new TIs and disrupt services. We recommend the proposed Premises as the most suitable to meet the County's space requirements.

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

The proposed lease will provide adequate and efficient office space for 123 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
GLENOAKS BUSINESS PARK – Landlord**

**9188 GLENOAKS BOULEVARD,
SUN VALLEY, CALIFORNIA**

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EXHIBITS

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

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is entered into as of the _____ day of _____, 20__ between GLENOAKS BUSINESS PARK, a California limited partnership ("Landlord"), and COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant" or "County").

Landlord and Tenant agree:

1. BASIC LEASE INFORMATION

1.1 Terms

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

(a) Landlord's Address for Notices:	Mr. John J.W. Fallon III Glenoaks Business Park 11044 Randall Street Sun Valley, CA 91352 Email: JJWF3@Braincloud.com
(b) Tenant's Address for Notices:	County of Los Angeles Chief Executive Office - Real Estate Division 320 West Temple Street, 7th Floor Los Angeles, CA 90012 Attention: Director of Real Estate With a copy to: County of Los Angeles Office of the County Counsel 648 Kenneth Hahn Hall of Administration 500 West Temple Street, Suite 648 Los Angeles, CA 90012-2713 Attention: Property Division
(c) Premises:	Approximately 26,688 rentable square feet, in the Building (defined below), as shown on <u>Exhibit A</u> attached hereto.

(d) Building:	The Building located at 9188 Glenoaks Boulevard, Sun Valley, California, which is currently assessed by the County Assessor as APN 2408-003-041 (collectively, the "Property");
(e) Term:	Nine (9) years, commencing upon the later to occur of either: (i) the first day of the month immediately following thirty (30) days after substantial completion of Landlord's Work and the Tenant's Acceptance of the Premises (as defined Section 4.1), or (ii) December 12, 2024, as defined in Section 4.1 (the "Commencement Date"), and terminating at midnight on the day before the ninth (9th) annual anniversary of the Commencement Date (the "Termination Date"), subject to earlier termination by Tenant as provided herein. The phrase "Term of this Lease" or "the Term hereof" as used in this Lease, or words of similar import, shall refer to the initial Term of this Lease together with any additional Extension Term for which an option has been validly exercised.
(f) Estimated Commencement Date:	December 12, 2024
(g) Irrevocable Offer Expiration Date: (see Section 33)	November 6, 2024
(h) Base Rent:	\$1.98 per rentable square foot per month (i.e., \$52,842.24 per month or \$634,106.88 per year. Tenant shall have one (1) month of rental abatement in the first (1 st) year of the Term.
(i) Early Termination (see Section 4.4)	On or after the 84th month following the Commencement Date of the Lease upon one hundred twenty (120) days' notice.
(j) Rentable Square Feet in the Premises:	26,688 rentable square feet
(k) Initial Departmental Use:	General office use and, for any other lawful use, subject to Section 6.
(l) Parking Spaces:	82 unreserved spaces
(m) Tenant's Hours of Operation:	6 a.m. to 8 p.m. Monday through Friday, and 9 a.m. to 2 p.m. on Saturdays

(n) Asbestos Report:	A report dated May 1, 2020, prepared by A-Tech Consulting, Inc. a licensed California Asbestos contractor.
(o) Seismic Report	A report dated February 6, 2006, prepared by the Department of Public Works.
(p) Disabled Access Survey	A report dated April 11, 2024, prepared by CAS-p Experts LLC.

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

2.1 Lease of Premises

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

2.2 Measurement of Premises

Tenant shall have the right at any time during the Term of this Lease to field-measure and verify the exact footage of the Premises and/or the Building. All measurements shall be taken in accordance with the methods of measuring rentable area as described in the Standard Method for Measuring Floor Area in Office Buildings, ANSI/BOMA Z65.1-2017 as promulgated by the Building Owners and Management Association ("BOMA") International, except that no penthouse mechanical room space shall be included in the measurement. Should this measurement be less than the square footage stated above, then Tenant shall have the right to adjust such square footage and reduce the Base Rent in Section 1.1 accomplished by the mutual execution of an amendment to this Lease. Landlord acknowledges the space has been marketed at the above-indicated rental amount and in the event of subsequent physical measurements, Landlord agrees there will be no increase made to the Base Rent if the measured square footage exceeds the amount represented by Landlord.

3. **COMMON AREAS**

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

4. **COMMENCEMENT AND EXPIRATION DATES**

4.1 Term

The term of this Lease shall commence upon the Commencement Date and terminate on the Termination Date. Within thirty (30) days of determining the Commencement Date, Landlord and Tenant shall acknowledge in writing the Commencement Date by executing a Commencement Date Memorandum and Confirmation of Lease Terms in the form attached hereto as Exhibit B. The term "Tenant's Acceptance of the Premises" as used in this Lease shall mean the date upon which the Tenant Improvements and the Premises are Substantially Complete, Tenant has inspected the Premises, and Tenant has accepted the Tenant Improvements and the Premises in writing. The terms "Substantial Completion" or "Substantially Complete" as used in this Lease shall mean compliance with all of the following:

- (a) The shell and core of the Building are complete and in compliance with all applicable laws and codes, and all of the building systems are operational to the extent necessary to service the Premises;
- (b) Landlord has sufficiently completed all the work required to be performed by Landlord in accordance with this Lease and Landlord's Work Letter (if any), including the installation of modular furniture systems, if so required (except minor punch list items which Landlord shall thereafter promptly complete), such that Tenant can conduct normal business operations from the Premises;
- (c) Landlord has obtained a certificate of occupancy for the Building, or a temporary certificate of occupancy for that portion of the Building that includes all of the Premises, or its equivalent;
- (d) Tenant has been provided with the number of parking privileges and spaces to which it is entitled under this Lease; and
- (e) If Landlord is responsible for the installation of telecommunications systems, then such systems shall be completely operational.

4.2 Intentionally Omitted

4.3 Intentionally Omitted

4.4 Early Termination

Tenant shall have the right to terminate this Lease at any time after the Early Termination date specified in Section 1.1, by giving Landlord not less than one hundred twenty (120) days prior written notice, executed by Tenant's Chief Executive Officer or his/her designee.

4.5 Lease Expiration Notice

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

5. RENT

5.1 Base Rent

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

5.2 Method of Payment and Required Information

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

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

determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

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

5.3 Annual Base Rent Adjustments.

From and after the 1st anniversary of the Commencement Date (the "Adjustment Date") and on every anniversary of the Adjustment Date thereafter, Base Rent shall be adjusted as follows:

Term (Months)	Monthly Base Rent
1-12	\$52,842.24
13-24	\$54,427.51
25-36	\$56,060.33
37-48	\$57,742.14
49-60	\$59,474.41
61-72	\$61,258.64
73-84	\$63,096.40
85-96	\$64,989.29
97-108	\$66,938.97

5.4 Rent Abatement

Monthly Base Rent for the first month of the Lease Term after the Commencement Date shall be one hundred percent (100%) abated.

6. USES

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

7. HOLDOVER

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

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

8. COMPLIANCE WITH LAW

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

9. DAMAGE OR DESTRUCTION

9.1 Damage

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises may be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days, then Landlord shall promptly, at Landlord's expense, repair such damage, and this Lease shall continue in full force and effect. If all or any portion of the Premises shall be made unusable by fire or other casualty, Landlord shall immediately secure the area to prevent injury to persons and/or vandalism to the improvements. Landlord shall promptly, but in any event within thirty (30) days, cause an architect or general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required to substantially complete the repair and restoration of the Premises and make the Premises leasable again using standard working methods. The failure to do so shall be a material default hereunder. Base Rent shall abate to the extent that the Premises are unusable by Tenant.

9.2 Tenant Termination Right

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

9.3 Damage In Last Year

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

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

9.4 Default By Landlord

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

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

10. REPAIRS AND MAINTENANCE

10.1 Landlord Representations

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

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

(c) CASp Inspection:

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

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

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

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

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

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

10.2 Landlord Obligations

- (a) Landlord shall keep and maintain the Property in good condition and repair and promptly make repairs to and perform maintenance upon and replace as needed:
 - i. the structural elements of the Building, including without limitation, all permanent exterior and interior walls, floors and ceilings, foundations, roof, concealed plumbing, stairways, concealed electrical systems and intra-building telephone network cables;
 - ii. mechanical (including HVAC), electrical, plumbing and fire/life systems serving the Building;
 - iii. the Common Areas;
 - iv. exterior windows of the Building; and
 - v. elevators serving the Building.
- (b) Landlord, at its sole cost and expense, shall also perform all maintenance and repairs to the Premises, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted. Landlord's repair obligations include, without limitation, repairs to, or replacements of:
 - i. the floor covering (if such floor covering is carpeting it shall be replaced as needed);
 - ii. interior partitions;
 - iii. doors, door frames and hardware;
 - iv. the interior side of demising walls (which shall be repainted as needed);
 - v. emergency exit signage and battery replacement;
 - vi. HVAC equipment dedicated to the mechanical rooms housing Tenant's computer servers and related equipment; and
 - viii. Light fixtures, bulbs, tubes and ballasts.

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

10.3 Tenant Obligations

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

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

10.4 Tenant's Right to Repair

- (a) If Tenant provides written notice (or oral notice in the event of an emergency, such as damage or destruction to or of any portion of the Building structure and/or the Building systems, and/or anything that could cause material disruption to Tenant's business) to Landlord of an event or circumstance which requires the action of Landlord with respect to repair and/or maintenance, and if Landlord fails to provide such action within a reasonable period of time given the circumstances after the giving of such notice, but in any event not later than five (5) days after the giving of such notice, then Tenant may proceed to take the required action (provided, however, that no such notice shall be required in the event of an emergency which threatens life or where there is imminent danger to property or a possibility that a failure to take immediate action could cause a material disruption in Tenant's normal and customary business activities). Tenant shall have access to the Building to the extent necessary to perform the work contemplated by this provision. If such action was required under the terms of this Lease to have been taken by Landlord and was not taken by Landlord within such period (unless such notice was not required as provided above), and Tenant took such required action, then Tenant shall be entitled to prompt reimbursement by Landlord of Tenant's reasonable costs and expenses in having taken such action plus interest thereon at ten percent (10%) per annum. If not reimbursed by Landlord within ten (10) days after written notice, then Tenant shall be entitled to deduct from Base Rent payable by Tenant under this Lease the amount set forth in its invoice for such work. The remedies provided in this Section are in addition to the remedies provided in Section 15.
- (b) Notwithstanding any provisions of this Lease to the contrary, Tenant, acting through the Chief Executive Office, may request that Landlord perform, supply and administer repairs, maintenance, building services and/or alterations that are the responsibility of the Tenant, not to exceed \$5,000, as part of a separate purchase order issued by the County on Tenant's

behalf. Any improvements by Landlord shall be subject to compliance with County Internal Services Department Purchasing Policy and Procedure No. A-0300, effective November 22, 2016, delivered to Landlord and incorporated by reference herein. This Section shall not apply to Tenant Improvements, as defined in Section 24.

11. SERVICES AND UTILITIES

11.1 Services

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

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

(b) Electricity

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

(c) Elevators

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

(d) Water

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

(e) Intentionally Omitted

(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.

(g) Pest Control

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

11.2 Utilities

Landlord shall furnish the above services and utilities to the Premises which utilities have been separately metered by the Landlord and shall be paid for by the Tenant.

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

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

14. TENANT DEFAULT

14.1 Default

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

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

14.2 Termination

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

14.3 No Effect on Indemnity

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

15. LANDLORD DEFAULT

15.1 Remedies

In addition to the provisions for Landlord's default provided by Sections 9.4, 10.4, 19, 21.2 and 32.3, Landlord shall be in default ("Landlord Default") in the performance of any obligation required to be performed by Landlord under this Lease if Landlord has failed to perform such obligation within thirty (30) days after the giving of written notice with respect thereto by Tenant (which notice shall be, if appropriate, the same notice given under Section 10.4); provided, however, that if the nature of the Landlord Default is such that the same cannot reasonably be cured within such thirty (30) day period, Landlord shall not be deemed to be in Landlord Default if Landlord shall within such period commence such cure and thereafter diligently prosecute the same to completion. If the Landlord Default is of such a nature that it materially and substantially interferes with Tenant's occupancy and use of the Premises and if such Landlord Default is not cured within the foregoing cure period, then Tenant shall have the right, at its option, with or without further notice or demand of any kind to Landlord or any other person, to any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein:

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

15.2 Waiver

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

15.3 Emergency

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

16. **ASSIGNMENT AND SUBLETTING**

16.1 Assignment and Subletting

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

16.2 Sale

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

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

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

- (c) A W-9 form for new owner.

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

17. ALTERATIONS AND ADDITIONS

17.1 Landlord Consent

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

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

17.2 End of Term

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

18. CONDEMNATION

18.1 Controlling Terms

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

18.2 Total Taking

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

18.3 Partial Taking

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

18.4 Restoration

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

18.5 Award

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

18.6 Waiver of Statute

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

19. INDEMNIFICATION

19.1 Landlord's Indemnity

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

19.2 Tenant's Indemnity

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

20. INSURANCE

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

20.1 Waiver

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

20.2 General Insurance Provisions – Landlord Requirements

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

(a) Evidence of Coverage and Notice to Tenant

- i. Certificate(s) of insurance coverage ("Certificate") satisfactory to Tenant, and a copy of an Additional Insured endorsement confirming that Tenant and its Agents (defined below) has been given insured status under the Landlord's General Liability policy, shall be delivered to Tenant at the address shown below and provided prior to the start day of this Lease.
- ii. Renewal Certificates shall be provided to Tenant not less than 10 days prior to Landlord's policy expiration dates. The Tenant

reserves the right to obtain complete, certified copies of any required Landlord insurance policies at any time.

- iii. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Lease by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Landlord identified in this Lease. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding twenty-five thousand (\$25,000.00) dollars and list any Tenant-required endorsement forms.
- iv. Neither the Tenant's failure to obtain, nor the Tenant's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Landlord, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- v. Certificates and copies of any required endorsements, and/or notices of cancellation shall be delivered to:

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

Landlord and Tenant also shall promptly notify the other party of any third-party claim or suit filed against either Landlord and Tenant 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, and failure of Landlord to reinstate Required Insurance within thirty (30) days of notice of cancellation, may constitute a material breach of the Lease, in the sole discretion of the Tenant, upon which the Tenant may suspend or terminate this Lease.

(d) Failure to Maintain Insurance

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

(e) Insurer Financial Ratings

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

(f) Landlord's Insurance Shall Be Primary

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

(g) Waiver of Subrogation

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

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

Landlord's policies shall not obligate the Tenant to pay any portion of any Landlord deductible or SIR. The Tenant retains the right to require Landlord to reduce or eliminate policy deductibles and SIRs as respects the Tenant, or to provide a bond guaranteeing Landlord's payment of all

deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

(i) Claims Made Coverage

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

(j) Application of Excess Liability Coverage

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

(k) Separation of Insureds

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

(l) Tenant Review and Approval of Insurance Requirements

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

20.3 Insurance Coverage Types And Limits

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

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

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

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

20.4 Landlord Requirements

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

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

General Aggregate:	\$ 5 million
Products/Completed Operations Aggregate:	\$ 2 million
Personal and Advertising Injury:	\$ 1 million
Each Occurrence:	\$ 1 million

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

- i. Provide coverage for Landlord'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. No tandem parking shall be required or allowed, and Tenant shall be entitled to full in/out privileges at all times. Tenant's parking rights shall be subject to reasonable parking rules and regulations adopted by Landlord from time to time, provided that such procedures shall be uniformly applied to all tenants. Tenant acknowledges that all unreserved parking spaces are not for the exclusive use of Tenant, rather, all such parking spaces are to be used on a non-exclusive, first-come, first-served basis by Tenant and other tenants, occupants, licensees, invitees and permittees of the Building.

21.2 Remedies

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

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

22. ENVIRONMENTAL MATTERS

22.1 Hazardous Materials

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

22.2 Landlord Indemnity

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

or other required plans, as such action is required by local or state laws or any governmental agency. Landlord shall promptly deliver to Tenant a copy of any notice received from any governmental agency during the Term of this Lease concerning the presence of Hazardous Materials in the Building or the Premises. Landlord's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Lease. A default by Landlord under this Section shall constitute a material default under this Lease.

23. ESTOPPEL CERTIFICATES

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

24. TENANT IMPROVEMENTS

Prior to the Commencement Date, Landlord at its sole cost and expense, shall construct the following Tenant Improvements:

- (a) Replace carpeting on 3rd floor to VCT to match 2nd floor.
- (b) Repaint 3rd floor with colors specified by Tenant.
- (c) Install shade fixtures in the atrium area.
- (d) Install a fence along the sidewalk on Glenoaks to prevent people from vandalizing or loitering on the steps from the parking area emergency exits

25. LIENS

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

26. SUBORDINATION AND MORTGAGES

26.1 Subordination and Non-Disturbance

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

26.2 Existing Deeds of Trust

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

26.3 Notice of Default

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

27. SURRENDER OF POSSESSION

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

28. SIGNAGE

Tenant shall be permitted to install at the Premises reasonably appropriate signs that conform with any and all applicable laws and ordinances. Such exterior building signage or parking signage in the Common Area shall be subject to the prior written consent of the Landlord which consent shall not be unreasonably withheld, conditioned, or delayed.

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 other than CBRE who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease other than as disclosed to the other in writing 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. CBRE shall receive from Landlord, within ten days after the execution of this Lease, an amount as set forth in a separate written agreement between Landlord and CBRE, a copy of which has been delivered by Landlord to Tenant prior to the execution of this Lease. Landlord and Tenant understand and acknowledge that CBRE represents both parties in this real estate transaction.

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.
- (c) Each assignee or transferee under the Security Agreement shall certify and agree in writing that such assignee or transferee has read and is familiar with the requirements of Sections 5950-5955 of California Government Code, which prohibits the offer or sale of any security constituting a fractional interest in this Lease or any portion thereof, without the prior written consent of the Tenant. Notwithstanding the foregoing, the Tenant hereby acknowledges and agrees that Landlord shall have the right to encumber the Property with CMBS (commercial mortgage backed securities) financing or other traditional real estate financing. However, Landlord may not encumber the Property through any type of bond financing vehicle, including but not limited to certificate of participation financing.
- (d) Violation by Landlord of the provisions of Section 5951 of the California Government Code will constitute a material breach of this Lease, upon which the Tenant may impose damages in an amount equal to the greater of \$500,000 or 10% of the aggregate principal portion of all rental payments payable by the Tenant during the entire Term of this Lease, it being expressly agreed that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages

sustained by reason of any such violation, because from the circumstances and nature of the violation it would be impracticable and extremely difficult to fix actual damages. In addition, the Tenant may exercise or pursue any other right or remedy it may have under this Lease or applicable law.

- (e) Landlord shall give Tenant written notice and a copy of each and every assignment, transfer, hypothecation or encumbrance of Landlord's interest in this Lease and any instrument relating thereto (including, but not limited to, instruments providing for the payment of Base Rent directly to an assignee or transferee) at least thirty (30) days prior to the effective date thereof.
- (f) Landlord shall not furnish any information concerning Tenant or the subject matter of this Lease (including, but not limited to, offering memoranda, financial statements, economic and demographic information, and legal opinions rendered by the office of counsel for the Tenant) to any person or entity, except with Tenant's prior written consent. Landlord shall indemnify, defend and hold Tenant and its officers, agents and employees harmless from and against all claims and liability alleged to arise from the inaccuracy or incompleteness of any information furnished by Landlord in violation of this Section 32.3.
- (g) The provisions of this Section 32.3 shall be binding upon and applicable to the parties hereto and their respective successors and assigns. Whenever in this Section Landlord is referred to, such reference shall be deemed to include Landlord's successors or assigns, and all covenants and agreements by or on behalf of Landlord herein shall bind and apply to Landlord's successors and assigns, whether so expressed or not.

32.4 Smoking in County Facilities.

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

33. IRREVOCABLE OFFER

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

34. RIGHT OF FIRST OFFER TO LEASE ADDITIONAL PREMISES.

(a) Provided that no material Default has occurred and is continuing under the Lease, if at any time prior to the last twelve (12) months of the Term, Landlord intends to offer leasable space located at 11060 or 11062 Randall Street (the "Additional Premises") for lease to third parties or to accept an offer of a third party to lease the Additional Premises, Landlord shall first give written notice to Tenant of the rental rate and other material terms upon which Landlord is willing to lease the Additional Premises ("Landlord's Lease

Notice"). Landlord's Lease Notice shall constitute an offer to lease the Additional Premises to Tenant at the rental rate and upon the terms and conditions contained in Landlord's Lease Notice and shall state the anticipated date of availability of the Additional Premises. Tenant shall have ninety (90) business days after receipt of Landlord's Lease Notice to accept such offer. Tenant shall accept such offer, if at all, only by delivery to Landlord of Tenant's irrevocable written commitment to lease the Additional Premises at the rental rate and upon the terms and conditions contained in Landlord's Lease Notice (the "Expansion Commitment").

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

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

(d) Time is of the essence with respect to the exercise by Tenant of its rights granted hereunder. In the event Tenant fails to deliver to Landlord Tenant's Expansion Commitment within the ninety (90) business day period prescribed above, all rights of Tenant to lease the Additional Premises shall terminate and Landlord shall have no further obligation to notify Tenant of any proposed leasing of the Additional Premises, and Landlord shall thereafter have the unconditional right to lease the Additional Premises to third parties or to accept offers from third parties to lease the Additional Premises without further obligation to Tenant. The rights granted to Tenant under this Section 34 shall not apply to any sales or similar transfers of the Additional Premises.

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

LANDLORD:

GLENOAKS BUSINESS PARK,
a California limited partnership

By:  _____
Signed by:
59D9508844624C3...
John J.W. Fallon III
General Partner

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT
Chief Executive Officer

By: _____
John T. Cooke
Assistant Chief Executive Officer

ATTEST:

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

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel


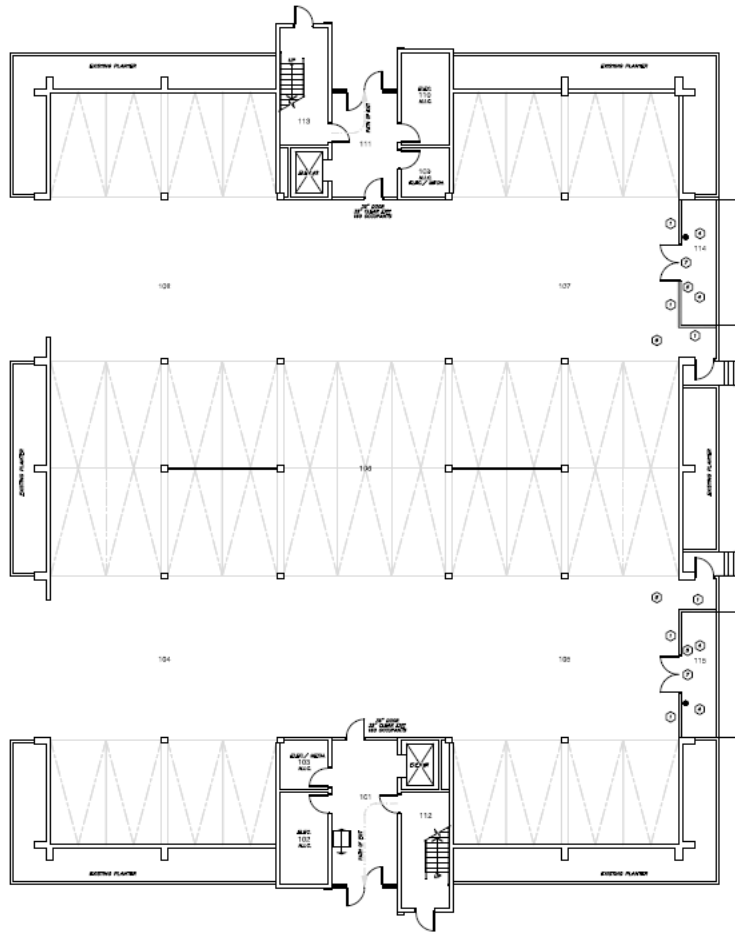
By:  _____
Roberto Saldana
2024.09.17
14:10:02 -07'00'
Senior Deputy

EXHIBIT A

SITE PLAN OF PREMISES – GROUND FLOOR



Department of Social Services

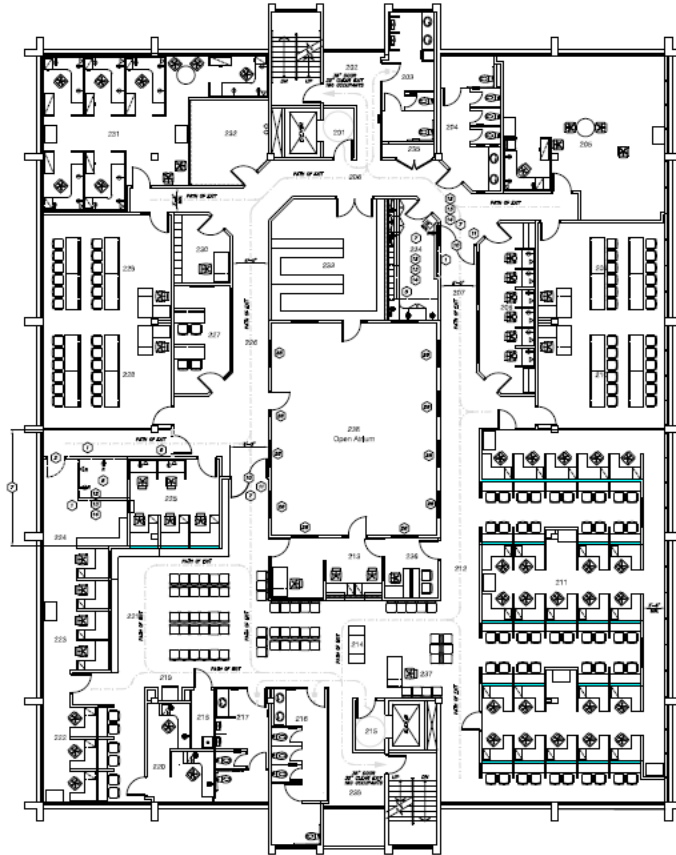
Ground Floor - Design Development Plan


1/8" = 1'-0"



EXHIBIT A

SITE PLAN OF PREMISES – SECOND FLOOR



General Requirements 
Department of Social Services

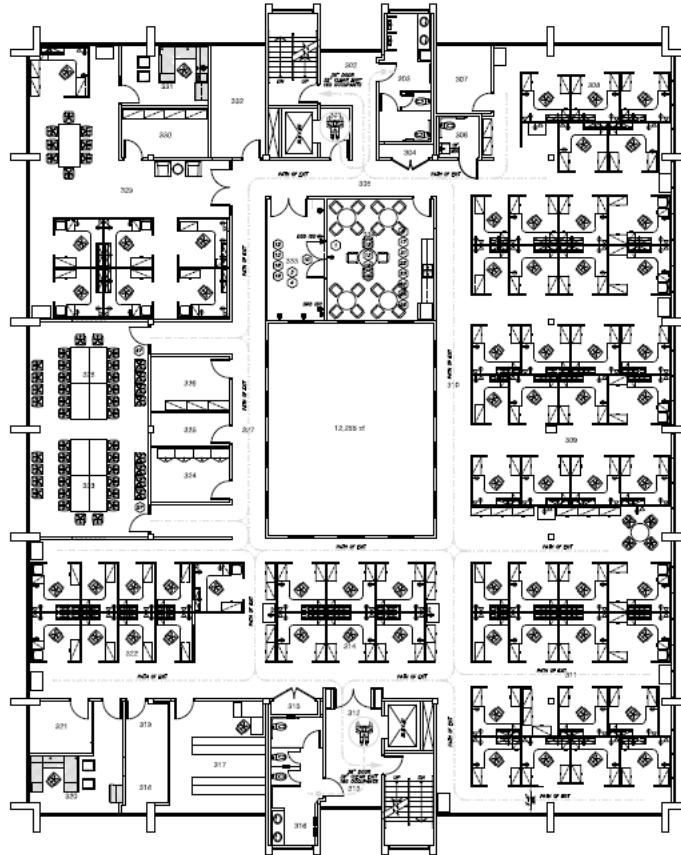
Second Floor Design Development Plan

1/8" = 1'-0"



EXHIBIT A

SITE PLAN OF PREMISES – THIRD FLOOR



General Requirements
Department of Social Services
Third Floor Design Development Plan

1/8" = 1'-0"



EXHIBIT B

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

Reference is made to that certain Lease Agreement ("Lease") dated _____, 20__, between County of Los Angeles, a body corporate and politic ("Tenant"), and Glenoaks Business Park, a California limited partnership ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the building located at 9188 Glenoaks Boulevard, Sun Valley, California ("Premises"),

Landlord and Tenant hereby acknowledge as follow:

- 1) Landlord delivered possession of the Premises to Tenant in a Substantially Complete condition on _____ ("Possession Date");
- 2) Tenant has accepted possession of the Premises and now occupies the same;
- 3) The Lease commenced on _____ ("Commencement Date");
- 4) The Premises contain 26,688 rentable square feet of space; and

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

From and after the 1st anniversary of the Commencement Date (the "Adjustment Date") and on every anniversary of the Adjustment Date thereafter, Base Rent shall be adjusted as follows:

Term (Months)	Monthly Base Rent
1-12	\$52,842.24
13-24	\$54,427.51
25-36	\$56,060.33
37-48	\$57,742.14
49-60	\$59,474.41
61-72	\$61,258.64
73-84	\$63,096.40
85-96	\$64,989.29
97-108	\$66,938.97

Monthly Base Rent for the first month of the Lease Term after the Commencement Date shall be abated by one hundred percent (100%).

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

Tenant:

COUNTY OF LOS ANGELES,
a body corporate and politic

Landlord:

GLENOAKS BUSINESS PARK,
a California limited partnership

By: _____
Joyce Chang
Senior Manager

By: _____
John J.W. Fallon III
General Partner

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-Friday)

1. Bulb and tube replacements, as required.
2. Exterior Graffiti expunged as needed within two working days after notice by Tenant

B. QUARTERLY

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

C. SEMI-ANNUALLY

4. Windows washed as required outside but not less frequently than once annually.

D. AS NEEDED

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

E. GENERAL

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

EXHIBIT E

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

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

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

)
)
)
)
)
)
)
)
)
)
)

Space above for Recorder's Use

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

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

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

Factual Background

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

Agreement

Therefore, the parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

To Lender: _____

To Borrower: _____

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

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

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

By: _____
Name: _____
Title: _____

BORROWER: [*Insert name of Landlord*]

By: _____
Name: _____
Title: _____

LENDER: [*Insert name of Lender*],

By: _____
Name: _____
Title: _____

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

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

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

personally appeared _____,
Name of Signer(s)

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

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

WITNESS my hand and official seal.

Signature (Seal)

EXHIBIT F

TENANT ESTOPPEL CERTIFICATE

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

Attn: _____

Re: Date of Certificate: _____

 Lease Dated: _____

 Current Landlord: _____

 Located at: _____

 Premises: _____

 Commencement Date of Term: _____

 Expiration Date: _____

 Current Rent: _____

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

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

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

 (b) The current Rent is set forth above.

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

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

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

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

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

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

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

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

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

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

COUNTY OF LOS ANGELES,
a body corporate and politic

By: _____
Name: _____
Title: _____

EXHIBIT G

COMMUNITY BUSINESS ENTERPRISE FORM

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

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

1. Firm Name: _____

2. Address: _____

3. Contact Person/Telephone Number: _____

4. Total number of employees in the firm: _____

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

II. PERCENTAGE OF MINORITY/WOMEN OWNERSHIP IN FIRM

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

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

EXHIBIT H

MEMORANDUM OF LEASE

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

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

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

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") is made and entered into by and between Glenoaks Business Park, a California limited partnership (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 December 12, 2024, and ending on a date nine (9) 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:

GLENOAKS BUSINESS PARK,
a California limited partnership

By: _____
John J.W. Fallon III
General Partner

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT
Chief Executive Officer

By: _____
John T. Cooke
Assistant Chief Executive Officer

ATTEST:

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

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Senior Deputy

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

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

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

personally appeared _____,
Name of Signer(s)

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

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

WITNESS my hand and official seal.

Signature (Seal)

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	10/9/2024	
BOARD MEETING DATE	11/6/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input checked="" type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	DEPARTMENT OF MENTAL HEALTH	
SUBJECT	Nine-year lease for 6,500 square feet of office space and 13 on-site parking spaces at 947 Cole Ave, Los Angeles, CA 90038, and 22 off-site parking spaces at 959 Seward St, Los Angeles	
PROGRAM	Hollywood Full-Service Partnership (HSFP)/ American Indian Counseling Center (AICC)	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: \$4,359,000	Funding source: Funded by Mental Health Services Act and other State and Federal funds
	TERMS (if applicable): The proposed lease amendment will have an annual first year cost of \$435,000, which includes parking costs of \$48,000, where the landlord will be responsible for all operating expenses, including utilities, janitorial, repair and maintenance to the building.	
	Explanation: DMH 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 DMH.	
PURPOSE OF REQUEST	Approval of the recommended actions will authorize use of office space for DMH.	
BACKGROUND (include internal/external issues that may exist including any related motions)	Lease has been in holdover since February 29, 2024, with no holdover fee, while terms of lease were being negotiated.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Alexandra Nguyen-Rivera Section Chief, Leasing CEO Real Estate Division 213-974-4189 arivera@ceo.lacounty.gov	



Chief Executive Office.

COUNTY OF LOS ANGELES

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

CHIEF EXECUTIVE OFFICER

Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

November 6, 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:

**NINE-YEAR LEASE
DEPARTMENT OF MENTAL HEALTH
947 COLE AVENUE, LOS ANGELES
(THIRD DISTRICT) (3 VOTES)**

SUBJECT

Approval of a proposed nine-year lease to renew an existing lease to provide the Department of Mental Health (DMH) continued use of 6,500 square feet of office space, 13 on-site parking spaces, and 22 off-site parking spaces at 959 Seward Street, Los Angeles for Hollywood Full-Service Partnership (HFSP) and American Indian Counseling Center (AICC).

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed lease is exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and in the record of the project.
2. Authorize the Chief Executive Officer, or her designee, to execute the proposed lease with Tomy E. Drissi as Trustee of The Tomy E. Drissi Trust Dated January 26, 2016 (Landlord), for approximately 6,500 square feet of office space, 13 on-site parking spaces located at 947 Cole Avenue, Los Angeles (Premises) and 22 off-site parking spaces at 959 Seward Street, Los Angeles to be occupied by DMH. The estimated maximum first year base rental cost is \$387,000. The estimated total proposed lease cost, including parking, is \$4,359,000 over the nine-year term. The rental costs will be funded by the Mental Health Services Act and other State

and Federal funds that are already included in DMH's existing budget. DMH will not be requesting additional net County cost for this action.

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

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

DMH has occupied the proposed Premises since September 2009, and has been in holdover without additional fees since its lease expired on February 29, 2024. DMH uses this space for its HSFP and AICC which share the space to provide direct outpatient mental health services, crisis intervention, and wellness services for clients in the Hollywood and surrounding areas.

AICC is a countywide program but will remain at the proposed Premises until their relocation space at 10330 Pioneer Boulevard, Santa Fe Springs, previously adopted by the Board on June 25, 2024, is ready for occupancy. The premises at 10330 Pioneer Boulevard is currently undergoing the build-out process and the estimated completion of construction is anticipated to be winter 2025. The space vacated by AICC will allow DMH to expand the services provided in the Hollywood area.

On average, clients are at the clinic anywhere between 30 minutes to one hour each visit, depending on the types of services being rendered. Currently, the programs assist approximately 10 clients per day. Although there are no immediate plans for extensive teleworking, DMH has already modified workflow for some tasks to be completed remotely. However, employees are not able to have a set schedule for telework due to HFSP and AICC providing outpatient and intense hands-on client services.

The Premises houses 27 employees with 36 workstations. DMH recently reconfigured the Premises to add small workstations in existing open areas and conference rooms in anticipation of hiring additional employees. The proposed lease will enable DMH HFSP to remain in the current premises and continue providing services to clients within Service Area 4, which includes Hollywood and surrounding areas, which has a high concentration of clients experiencing serious mental health issues and is near public transportation such as Metro Bus Lines and Metro B Line Station.

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 proposed lease is also consistent with the Strategic Asset Management Goal – Strengthen connection between service priorities and asset decisions, and Key Objective No. 4. – Guide Strategic Decision Making.

The proposed lease supports the above goals and objective by providing DMH's HFSP and AICC with adequate space in the appropriate service area.

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

FISCAL IMPACT/FINANCING

The estimated maximum first year base rental cost is \$387,000, which includes 13 on-site parking spaces and four off-site at 959 Seward Street, Los Angeles, at no additional cost. The total first year annual lease costs will also include an additional parking cost of \$48,000 for an additional 18 offsite parking spaces at 959 Seward St, Los Angeles. The aggregate cost associated with the proposed lease over the entire term, including parking, is \$4,359,000 as shown on Enclosure B-1. The proposed lease costs will be fully funded by the Mental Health Services Act and other State and Federal funds that are already included in DMH's existing budget. DMH will not be requesting additional net County cost for this action.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

- Upon commencement of the proposed lease, the annual rental rate will increase from \$53.28 per square foot, per year to \$59.40 per square foot, per year. Base rent is subject to annual increases based on the Consumer Price Index capped at 3 percent per annum.
- The Landlord, at its sole cost, will replace certain improvements to refresh the proposed Premises.
- The Landlord is responsible for all operating and maintenance costs of the building including all utilities and janitorial costs. The County has no responsibility for any operating and maintenance costs.

- There are 13 on-site parking spaces and four off-site parking spaces, at 959 Seward Street, Los Angeles included in the base rent at no additional cost and 18 off-site parking spaces at 959 Seward St. for \$3,960 per month (\$220 per space per month).
- A comparison of the existing lease and the proposed lease terms is shown in Enclosure B-2.
- The County has the right to terminate the proposed lease early any time after 72 months, with 90 days' notice.
- Holdover at the proposed lease expiration is permitted on the same lease terms and conditions except the monthly base rent during the holdover period will be at the base rent at the time of the lease expiration.
- The proposed lease will be effective upon approval by the Board and full execution of the proposed lease, but the term and new rent will commence on the first day of the month following full execution of the lease by both parties.

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 \$57.60 and \$69 per square foot, per year. The base annual rental rate of \$59.40 per square foot, per year for the proposed lease represents a rate that is below the market range for the area. Further, relocation to a new building would require costly new tenant improvements and disrupt services. We recommend the proposed Premises as the most suitable to meet the County's space requirements.

Co-working office space is not suitable for this requirement due to the nature of services provided by DMH at this location.

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 Los Angeles 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 Honorable Board of Supervisors
November 6, 2024
Page 5

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

ENVIRONMENTAL DOCUMENTATION

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

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

Respectfully submitted,

FESIA A. DAVENPORT
Chief Executive Officer

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

Enclosures

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

DEPARTMENT OF MENTAL HEALTH
947 COLE AVENUE
Asset Management Principles Compliance Form¹

1.	<u>Occupancy</u>	Yes	No	N/A
A	Does lease consolidate administrative functions? ²			X
B	Does lease co-locate with other functions to better serve clients? ²		X	
C	Does this lease centralize business support functions? ²		X	
D	Does this lease meet the guideline of 200 sq. ft of space per person? ² Based on 27 employees, space is 241 SF/person due to clinic rooms and waiting room.		X	
E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? ² Based on 35 space, parking ratio is 5/1,000 SF required for employees and clients		X	
F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location? ²	X		
2.	<u>Capital</u>			
A.	Is it a substantial net County cost (NCC) program?		X	
B	Is this a long-term County program?	X		
C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?		X	
D	If no, are there any suitable County-owned facilities available?		X	
E	If yes, why is lease being recommended over occupancy in County-owned space?			X
F	Is Building Description Report attached as Enclosure C?			X
G	Was build-to-suit or capital project considered? ²			X
3.	<u>Portfolio Management</u>			
A	Did department use CEO Space Request Evaluation (SRE)?	X		
B	Was the space need justified?	X		
C	If a renewal lease, was co-location with other County departments considered?		X	
D	Why was this program not co-located with other County departments?			
	1. ____ The program clientele requires a "stand alone" facility.			
	2. <u> X </u> No suitable County occupied properties in project area.			
	3. <u> X </u> No County-owned facilities available for the project.			
	4. ____ Could not get City clearance or approval.			
	5. ____ The Program is being co-located.			
E	Is lease a full-service lease? ²	X		
F	Has growth projection been considered in space request?	X		
G	¹ Has the Dept. of Public Works completed seismic review/approval?	X		
¹ As adopted by the Board of Supervisors 11/17/98				
² If not, why not?				

OVERVIEW OF THE PROPOSED BUDGETED LEASE COSTS

947 Cole Ave, Los Angeles, CA 90038
 DEPARTMENT OF MENTAL HEALTH

Basic Lease Assumptions

Leased Area (sq.ft.)	6,500	Cost Per Space	Monthly Cost
Parking Spaces (13 Onsite & 4 Offsite at 959 Steward)	17	\$0.00	\$0.00
Additional Parking Spaces (Offsite at 959 Steward)	18	\$220.00	\$3,960.00
	Monthly	Annual	
Rent (per sq. ft.)	\$4.95	\$59.40	
Term (Months)	108		
Annual Rent Adjustment ⁽¹⁾	3%		

	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year	6 th Year	7 th Year	8 th Year	9 th Year	Total 5 Year Rental Costs
Annual Base Rent Costs ⁽¹⁾	\$387,000	\$398,000	\$410,000	\$422,000	\$435,000	\$448,000	\$462,000	\$475,000	\$490,000	\$3,927,000
Parking ⁽²⁾	\$48,000	\$48,000	\$48,000	\$48,000	\$48,000	\$48,000	\$48,000	\$48,000	\$48,000	\$432,000
Total Annual Lease Costs	\$435,000	\$446,000	\$458,000	\$470,000	\$483,000	\$496,000	\$510,000	\$523,000	\$538,000	\$4,359,000

Footnotes

⁽¹⁾ Base Rent subject to Consumer Price Index (CPI) increases with a cap of 3 percent per annum.

⁽²⁾ Parking cost for the 18 additional spaces is subject to increases set by a third party parking operator.

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

COMPARISON OF THE PROPOSED LEASE TO EXISTING LEASE

	Existing Lease: 947 Cole Ave, Los Angeles	Proposed Lease 947 Cole Ave, Los Angeles	Change
Area (Square Feet)	6,500 sq.ft.	6,500 sq.ft.	No change
Term (years)	8 years	9 years	+ 1 year
Annual Base Rent* (Base rent includes <u>17</u> parking spaces)	\$347,000	\$387,000	+\$40,000
Annual Parking Cost* (18 additional spaces)	\$48,000 Paid under a separate license agreement	\$48,000 Parking costs incorporated into proposed lease	No change fiscally. Parking costs now incorporated into lease and not pursuant to a separate agreement.
Janitorial/Utility/Maintenance Costs	Landlord is responsible for operating expenses.	Landlord is responsible for operating expenses.	No change
Total Annual Lease Costs payable to Landlord*	\$395,000	\$435,000	+\$40,000
Rental rate adjustment	Annual fixed adjustments at three percent	Annual CPI adjustments capped at 3 percent with no minimum.	Annual CPI capped at three percent per year

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

DEPARTMENT OF MENTAL HEALTH

SPACE SEARCH – 3 MILE RADIUS FROM 947 COLE AVENUE

LACO	Name	Address	Ownership	GrossSQFT	Vacant
11696	Pit 91 Viewing Station	5801 Wilshire Blvd, Los Angeles, CA 90036	Owned	9,182	No
11698	Modular Trailer 1	5801 Wilshire Blvd, Los Angeles, CA 90036	Owned	161	No
11699	Degreaser Room	5801 Wilshire Blvd, Los Angeles, CA 90036	Owned	377	No
11700	Modular Trailer 2	5801 Wilshire Blvd, Los Angeles, CA 90036	Owned	140	No
F684	PW Flood - Nichols Canyon Debris Basin Office	1945 Nichols Canyon Rd, Los Angeles, CA 90046	Owned	160	No
4944	Hollywood Bowl - Concession Office	2301 N Highland Ave, Los Angeles, CA 90068	Owned	844	No
A137	Public Defender - Hollywood Office	6464 Sunset Blvd, Los Angeles, CA 90028	Leased	6,000	No

FACILITY LOCATION POLICY ANALYSIS

Proposed lease: Lease for the Department of Mental Health – 947 Cole Avenue – Third District.

A. Establish Service Function Category – DMH’s Hollywood Full-Service Partnership and American Indian Counseling Center

B. Determination of the Service Area – Service Area 4 which includes Hollywood and surrounding areas due to concentration of clients and proximity to the Hollywood Main Clinic.

C. Apply Location Selection Criteria to Service Area Data

- Need for proximity to service area and population: Yes, services provided in SA4 which includes Hollywood and surrounding areas.
- Need for proximity to existing County facilities: N/A
- Need for proximity to Los Angeles Civic Center: N/A
- Economic Development Potential: N/A
- Proximity to public transportation: The location is adequately served by local transit services, i.e. Metro bus lines and Metro B Line station.
- Availability of affordable housing for County employees: The surrounding area provides for affordable housing and rental opportunities.
- Use of historic buildings: N/A
- Availability and compatibility of existing buildings: There are no alternative existing County buildings available to meet DMH’s needs.
- Compatibility with local land use plans: The City of Los Angeles has been notified of the proposed County use which is consistent with its use and zoning for office space at this location.
- Estimated acquisition/construction and ongoing operational costs: The aggregate cost associated with the proposed lease over the entire term is \$4,359,000.

D. Analyze results and identify location alternatives

Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$57 and \$69 per square foot, per year. The base annual rental rate of \$59.40 per square foot, per year for the proposed lease represents a rate that is within the market range for the area.

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

The proposed lease will provide adequate and efficient office space for 27 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

**TOMY E. DRISSI AS TRUSTEE OF
THE TOMY E. DRISSI TRUST DATED JANUARY 26, 2016 – Landlord**

947 COLE AVE

SUITE 2

LOS ANGELES, CALIFORNIA



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EXHIBITS

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



COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is entered into as of the _____ day of _____, 2024 between TOMY E. DRISSI AS TRUSTEE OF THE TOMY E. DRISSI TRUST DATED JANUARY 26, 2016 ("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>Tomy E. Drissi as Trustee of The Tomy E. Drissi Trust Dated January 26, 2016 425 South Rossmore Avenue Los Angeles, CA 90020 Email: tomy@drissi.com</p> <p><u>With Copy to:</u></p> <p>Alan M. Bergman Esq 17631 Ventura Boulevard, Suite 175 Encino, California 91316 Email: abergmanlaw41@gmail.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 6,500 rentable square feet, designated as Suite 2, in the Building (defined below), as shown on <u>Exhibit A</u> attached hereto.
(d) Building:	The Building located at 947 Cole Ave, Los Angeles, California, which is currently assessed by the County Assessor as APN 5533-021-037 (collectively, the "Property").
(e) Term:	Nine (9) years, commencing on the first day of the month following approval of this Lease by the Board of Supervisors and full execution of the Lease by both parties, as defined in Section 4.1 (the "Commencement Date"), and terminating at midnight on the day before the 9th annual anniversary of the Commencement Date (the "Termination Date"), subject to earlier termination by Tenant as provided herein. The phrase "Term of this Lease" or "the Term hereof" as used in this Lease, or words of similar import, shall refer to the initial Term of this Lease together with any additional Extension Term for which an option has been validly exercised.
(f) Estimated Commencement Date:	December 1, 2024
(g) Irrevocable Offer Expiration Date: (see Section 33)	August 29, 2024
(h) Base Rent:	\$4.95 per rentable square foot per month (i.e., \$32,175.00 per month or \$386,100.00 per year)
(i) Early Termination (see Section 4.4)	Any time after the 72nd month following the Commencement Date of the Lease, upon ninety (90) days' notice.
(j) Rentable Square Feet in the Premises:	6,500 rentable square feet
(k) Initial Departmental Use:	General office use, subject to Section 6.
(l) Parking Spaces:	17 Parking Spaces at no cost to Tenant, to include: (i) 13 on-site parking spaces; and

	<p>(ii) 4 off-site parking spaces located at 959 Seward.</p> <p>Landlord shall use commercially reasonable efforts to provide Tenant up to 18 supplemental off-site parking spaces ("Supplemental Parking Spaces") to be located at 959 Seward for an initial cost of \$220.00 per space per month. Tenant shall be responsible any increase costs set by parking operator with regards to the 18 Supplemental Parking Spaces.</p>
(m) Tenant's Hours of Operation:	6 a.m. to 8 p.m. Monday through Friday, and 9 a.m. to 2 p.m. on Saturdays
(n) Asbestos Report:	A report dated <u>Jan. 11, 2022</u> prepared by <u>Andersen Integrated</u> , a licensed California Asbestos contractor.
(o) Seismic Report	A report dated September 23, 2008, prepared by the Department of Public Works.
(p) Disabled Access Survey	A report dated <u>September 5, 2024</u> prepared by <u>Jose Barajas (CASp Inspector)</u>

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

2.1 Lease of Premises

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

2.2 Measurement of Premises

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

3. COMMON AREAS

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

4. COMMENCEMENT AND EXPIRATION DATES

4.1 Term

The Term of this Lease shall be as stated in Section 1.1.

4.2 Intentionally Omitted

4.3 Intentionally Omitted

4.4 Early Termination

Tenant shall have the right to terminate this Lease at any time after the Early Termination date specified in Section 1.1, by giving Landlord not less than ninety (90) days prior written notice, executed by Tenant's Chief Executive Officer or his/her designee.

4.5 Expiration Notice

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



5. RENT

5.1 Base Rent

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

5.2 Base Rent Adjustments

(a) CPI. From and after the 13th month anniversary of the Commencement Date, on the first day of the first full calendar month thereafter (the "Adjustment Date") and on every anniversary of the Adjustment Date thereafter, Base Rent shall be adjusted by applying the CPI Formula set forth below. The "Base Index" shall be the Index published for the month the Lease commences.

(b) CPI Formula. The Index means the Consumer Price Index for all Urban Consumers for the Los Angeles-Long Beach-Anaheim area, all items, published by the United States Department of Labor, Bureau of Labor Statistics (1982-84=100). The "CPI Formula" means Base Rent for the first full month after the Commencement Date multiplied by a fraction, the numerator being the Index published for the month immediately preceding the month in which the adjustment is to be effective (the "New Index"), and the denominator being the Base Index. If the Index is changed so that the Index differs from that used as of the Commencement Date of the Lease, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the Term of this Lease, such other governmental Index or computation with which it is replaced shall be used to obtain substantially the same results as would be obtained if the Index had not been discontinued or revised.

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

New Index

Base Index x Base Rent at the Commencement Date = Adjusted Base Rent



(d) Limitations on CPI Adjustment. In no event shall the monthly Base Rent adjustment based upon the CPI Formula result in an increase greater than three percent (3%) per year of the Base Rent payable in the month preceding the applicable adjustment. In no event shall the Base Rent be adjusted by the CPI Formula to result in a lower monthly Base Rent than was payable during the previous year of the Lease.

5.3 Method of Payment and Required Information

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

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

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

6. USES

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

7. HOLDOVER

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

8. COMPLIANCE WITH LAW

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

9. DAMAGE OR DESTRUCTION

9.1 Damage

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

9.2 Tenant Termination Right

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

9.3 Damage In Last Year

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

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

9.4 Default By Landlord

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

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

10. REPAIRS AND MAINTENANCE

10.1 Landlord Representations

- (a) Landlord represents, as to its actual knowledge, to Tenant that, as of the date hereof and on the Commencement Date:
 - i. The Premises, the Building, and all Common Areas (including electrical, heating, ventilating, and air conditioning ("HVAC"), mechanical, plumbing, gas and fire/life safety systems in the Building and similar building service systems) comply with all current laws, codes, and ordinances, including but not limited to the Americans With Disabilities Act, and are in good working order and condition;
 - ii. The Building and the Premises comply with all covenants, conditions, restrictions and insurance underwriter's requirements.
 - iii. The Premises, the Building and the Common Areas are free of the presence of Hazardous Materials (as hereinafter defined); and
 - iv. Landlord has not received any notice from any governmental agency that the Building or the Premises are in violation of any law or regulation.
- (b) Landlord represents, based upon a professional inspection of the Premises and the Building and the Asbestos Report (as defined in Section 1.1) that the Premises and the Building contain no asbestos containing materials (other than as may be reflected in the Asbestos Report). Landlord shall, prior to Tenant's occupancy, abate, at Landlord's sole cost and expense, all asbestos-containing materials to the extent required by law and provide Tenant with an updated report from a licensed California Asbestos

contractor to that effect. Notwithstanding anything to the contrary contained within this Section 10.1(b) and considering Tenants current possession of the Premises under its existing Lease, prior to any obligation arising as to the obligations of Landlord herein, it shall be first determined if the presence of such Asbestos was the result of any action or installation by the Tenant during its Tenancy. In such event the obligation of removal shall be that of the Tenant.

(c) CASp Inspection:

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

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

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

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

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

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

10.2 Landlord Obligations

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

- viii. Light fixtures, bulbs, tubes and ballasts.
- (c) Landlord shall, to the best of its ability, provide all reports, maintenance records, or other documentation as may be requested from time to time.

10.3 Tenant Obligations

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

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

10.4 Tenant's Right to Repair

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



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

11. SERVICES AND UTILITIES

11.1 Services

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

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

(b) Electricity

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

(c) Elevators

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

(d) Water

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

(e) Janitorial

Landlord, at its sole cost and expense, shall provide janitorial service five (5) nights per week, generally consistent with that furnished in comparable

office buildings in the County of Los Angeles, but not less than the services set forth in the specifications set forth in Exhibit D attached hereto.

(f) Access

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

(g) Pest Control

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

11.2 Utilities

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

12. TAXES

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

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

13. LANDLORD ACCESS

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

14. TENANT DEFAULT

14.1 Default

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

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

14.2 Termination

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

14.3 No Effect on Indemnity

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

15. LANDLORD DEFAULT

15.1 Remedies

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



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

15.2 Waiver

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

15.3 Emergency

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

16. ASSIGNMENT AND SUBLETTING

16.1 Assignment and Subletting

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

16.2 Sale

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

Upon any sale or transfer of the Property by Landlord, Landlord shall provide thirty (30) days prior written notice of said sale of 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 the 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 one hundred twenty (120) days after Landlord so notifies Tenant, then this Lease shall continue in effect. In such an event, all obligations of Tenant under

this Lease shall remain in effect, except that Base Rent shall be equitably abated or reduced during the period from the Date of Taking until the completion of such restoration.

18.5 Award

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

18.6 Waiver of Statute

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

19. INDEMNIFICATION

19.1 Landlord's Indemnity

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

19.2 Tenant's Indemnity

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

20. INSURANCE

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

20.1 Waiver

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

20.2 General Insurance Provisions – Landlord Requirements

Without limiting the Landlord's indemnification of Tenant and during the term of this Lease, and until all 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 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. 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.

(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 Tenant may, after notice and right to cure on the part of the Landlord, withhold payments due to Landlord, and/or suspend or terminate this Lease. County, at its sole discretion, may obtain damages from Landlord resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Landlord, deduct the premium cost from sums due to Landlord or pursue Landlord reimbursement.

(e) Insurer Financial Ratings

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

(f) Landlord's Insurance Shall Be Primary

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



(g) Waiver of Subrogation

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

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

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

(i) Claims Made Coverage

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

(j) Application of Excess Liability Coverage

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

(k) Separation of Insureds

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

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

Tenant, at its sole option, may satisfy all or any part of this insurance requirement through use of a program of self-insurance (self-funding of its liabilities). Certificate evidencing coverage or letter evidencing self-funding



will be provided to Landlord after execution of this Lease at Landlord's request. In addition, Tenant agrees that it shall either self-insure or carry casualty loss and property damage insurance for loss, if any, to its personal property, including all furniture, fixtures, and equipment. In addition, it is understood and agreed that the Landlord shall be named or treated as an additional insured as to Tenant's liability coverage.

20.4 Landlord Requirements

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

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

General Aggregate:	\$ 4 million
Products/Completed Operations Aggregate:	\$ 2 million
Personal and Advertising Injury:	\$ 2 million
Each Occurrence:	\$ 2 million

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

- i. Provide casualty coverage for Landlord's property and any tenant improvements and betterments, (other than Tenants furniture, fixtures and equipment) 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 flood and ordinance or law coverage.
- ii. Be written for the full replacement cost of the Property, with a deductible no greater than \$250,000 or 5% of the Property value, whichever is less. Insurance proceeds shall be payable to the Landlord and Tenant, as their interests may appear.

21. PARKING

21.1 Tenant's Rights

Tenant shall have the right to the number of exclusive reserved parking spaces and unreserved parking spaces set forth in Section 1.1, without charge, for the Term of this Lease. Tenant shall be always entitled to full in/out privileges. Tenant's parking rights shall be subject to reasonable parking rules and regulations adopted by Landlord from time to time, provided that such procedures shall be uniformly applied to all tenants. Tenant acknowledges that all unreserved parking spaces are not for the exclusive use of Tenant, rather, all such parking spaces are to be used on a non-exclusive, first-come, first-served basis by Tenant and other tenants, occupants, licensees, invitees and permittees of the Building. Landlord, at its sole expense, shall provide Tenant with at least one (1) parking access card or key fob for each reserved or unreserved parking space set forth in Section 1.1, if applicable.

21.2 Remedies

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

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

22. ENVIRONMENTAL MATTERS

22.1 Hazardous Materials

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

22.2 Landlord Indemnity

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

23. ESTOPPEL CERTIFICATES

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

24. TENANT IMPROVEMENTS

Within one hundred and twenty (120) days following the Commencement Date, Landlord shall construct and complete the following Tenant Improvements at Landlord's sole cost and expense:

- Replace air vent covers.
- Replace LVT floors where necessary (kitchen, copy room)
- Repair and paint parking area pavement.
- Replace carpet with new carpet or a blend of carpet/LVT (wood) flooring throughout the premises per County specifications.
- Paint the iron fence in the front of the building, as a Landlord courtesy.
- Trim bushes near trash bins and tall trees hitting the electric wires as a Landlord courtesy.
- Replace the countertop for the kitchen, as a Landlord courtesy.

25. LIENS

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

26. SUBORDINATION AND MORTGAGES

26.1 Subordination and Non-Disturbance

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

26.2 Existing Deeds of Trust

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

26.3 Notice of Default

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

27. SURRENDER OF POSSESSION

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

28. SIGNAGE

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

29. QUIET ENJOYMENT

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



30. GENERAL

30.1 Headings

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

30.2 Successors and Assigns

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

30.3 Brokers

Landlord 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 as disclosed to the other in writing 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. Notwithstanding, the above, Landlord and Tenant warrants that it has dealt with only the following real estate broker(s), agent(s), and/or finder(s) in connection with this Lease: Nicole Mihalka, Managing Director, Jones Lang LaSalle Brokerage, Inc. ("Tenant's Broker"). Any commission due and payable hereunder shall be governed by a separate agreement between Tenant's Broker and Landlord.

30.4 Entire Agreement

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

30.5 Severability

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

30.6 Notices

The parties shall give all notices in writing by (i) personal delivery, (ii) national-recognized, next-day courier service, or (iii) first-class registered or certified mail, postage prepaid, to the Landlord's Address for Notice and Tenant's Address for Notice as set forth in Section 1.1. Without limiting the generality of the foregoing, Landlord's notices to Tenant shall not be effective if they are delivered to the Premises or to another address that is not set forth in Section 1.1(b) hereof. Any



notice given under this Lease shall be deemed effective upon the date of delivery (whether accepted or refused), which, for certified mail and courier service, shall be established by U.S. Post Office return receipt or the courier's proof of delivery, respectively.

30.7 Governing Law and Venue

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

30.8 Waivers

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

30.9 Time of Essence

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

30.10 Consent

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

30.11 Community Business Enterprises

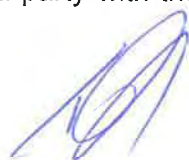
Landlord shall complete and deliver to Tenant concurrently with the execution hereof a Community Business Enterprises form set forth as Exhibit G attached hereto.

30.12 Memorandum of Lease

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

30.13 Counterparts; Electronic Signatures

This Lease and any other documents necessary for the consummation of the transaction contemplated by this Lease may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such



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

31. AUTHORITY

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

32. ACKNOWLEDGEMENT BY LANDLORD

Landlord acknowledges that it is aware of the following provisions:



32.1 Consideration of GAIN Program Participants

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

32.2 Solicitation of Consideration

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

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

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

32.3 Landlord Assignment

- (a) Landlord may assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof (including the right to receive rental payments but excluding its duties and obligations hereunder), and Landlord may execute any and all instruments providing for the payment of Base Rent directly to an assignee or transferee, but only if the conditions set forth in this Section are met.
- (b) Any document or agreement purporting to assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease, or any portion thereof, as security for the Landlord's obligation to repay any monetary obligation, is hereinafter referred to as a "Security Agreement." Any Security Agreement which is executed without full compliance with the requirements of this Section shall be void.
- (c) Each assignee or transferee under the Security Agreement shall certify and agree in writing that such assignee or transferee has read and is familiar with the requirements of Sections 5950-5955 of California Government Code, which prohibits the offer or sale of any security constituting a fractional interest in this Lease or any portion thereof, without the prior written consent of the Tenant. Notwithstanding the foregoing, the Tenant hereby acknowledges and agrees that Landlord shall have the right to encumber the Property with CMBS (commercial mortgage -backed

securities) financing or other traditional real estate financing. However, Landlord may not encumber the Property through any type of bond financing vehicle, including but not limited to certificate of participation financing.

- (d) Violation by Landlord of the provisions of Section 5951 of the California Government Code will constitute a material breach of this Lease, upon which the Tenant may impose damages in an amount equal to the greater of \$500,000 or 10% of the aggregate principal portion of all rental payments payable by the Tenant during the entire Term of this Lease, it being expressly agreed that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and nature of the violation it would be impracticable and extremely difficult to fix actual damages. In addition, the Tenant may exercise or pursue any other right or remedy it may have under this Lease or applicable law.
- (e) Landlord shall give Tenant written notice and a copy of every assignment, transfer, hypothecation or encumbrance of Landlord's interest in this Lease and any instrument relating thereto (including, but not limited to, instruments providing for the payment of Base Rent directly to an assignee or transferee) at least thirty (30) days prior to the effective date thereof.
- (f) Landlord shall not furnish any information concerning Tenant or the subject matter of this Lease (including, but not limited to, offering memoranda, financial statements, economic and demographic information, and legal opinions rendered by the office of counsel for the Tenant) to any person or entity, except with Tenant's prior written consent. Landlord shall indemnify, defend, and hold Tenant and its officers, agents and employees harmless from and against all claims and liability alleged to arise from the inaccuracy or incompleteness of any information furnished by Landlord in violation of this Section 32.3.
- (g) The provisions of this Section 32.3 shall be binding upon and applicable to the parties hereto and their respective successors and assigns. Whenever in this Section Landlord is referred to, such reference shall be deemed to include Landlord's successors or assigns, and all covenants and agreements by or on behalf of Landlord herein shall bind and apply to Landlord's successors and assigns, whether so expressed or not.

32.4 Smoking in County Facilities.

The Surgeon General of the United States has concluded that passive smoke exposure is the third leading cause of preventable death in the United States. The United States Environmental Protection Agency has found second-hand smoke to be a known carcinogen. It is recognized that the County has a responsibility to establish, maintain and promote a healthful and safe working environment and to reduce health and safety risks of its employees and the public at large. Tobacco smoke is a hazard to the health of County employees and the general public and represents an annoyance which should be regulated and banned in all county facilities to the end that air quality in all such facilities be improved for the



preservation and improvement of the health of all County employees and the public. Therefore, to the greatest extent possible, the rights and comfort of all employees shall be respected. Reasonable effort shall be made to provide smokers a place to smoke in areas open to the sky or otherwise located outside County facilities and, except as provided under Los Angeles County, California - Code of Ordinances Chapter 2.126 ("LAMC 2.126"), all portions of County-owned facilities and all portions of facilities leased by or from the County, which areas are not open to the sky, shall be designated as "no smoking" areas. Smoking, including the use of electronic smoking devices, shall be prohibited in the following areas of County facilities: (1) Within 50 feet of any operable entry or exit door or operable window of any County building and within 25 feet of any access ramp or handicap path; (2) Within any County parking lot, parking structure, or parking garage, whether enclosed or open to the sky; or (3) Within any driving range and eating area, including outdoor eating areas, of any County golf course. International no-smoking signs and other appropriate signs which designate no-smoking areas shall be clearly, sufficiently and conspicuously posted in every room, building or other place so covered by LAMC 2.126. The manner of such posting, including the wording, size, color and place of posting, whether on the walls, doors, tables, counters, stands or elsewhere, shall be at the discretion of the building proprietor so long as clarity, sufficiency and conspicuousness are apparent in communicating the intent. (Los Angeles County, California - Code of Ordinances Chapter 2.126.)

33. IRREVOCABLE OFFER

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

34. RIGHT OF FIRST OFFER TO LEASE ADDITIONAL PREMISES.

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

(b) If Tenant delivers to Landlord the Expansion Commitment within such ninety

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

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


(d) Time is of the essence with respect to the exercise by Tenant of its rights granted hereunder. In the event Tenant fails to deliver to Landlord Tenant's Expansion Commitment within the ninety (90) business day period prescribed above, all rights of Tenant to lease the Additional Premises shall terminate and Landlord shall have no further obligation to notify Tenant of any proposed leasing of the Additional Premises, and Landlord shall thereafter have the unconditional right to lease the Additional Premises to third parties or to accept offers from third parties to lease the Additional Premises without further obligation to Tenant. The rights granted to Tenant under this Section 34 shall not apply to any sales or similar transfers of the Additional Premises.



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

LANDLORD:

TOMY E. DRISSI AS TRUSTEE OF THE TOMY E. DRISSI TRUST DATED JANUARY 26, 2016

By: 
Name: TOMY E. DRISSI
Its: TRUSTEE

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT
Chief Executive Officer

By: _____
John T. Cooke
Assistant Chief Executive Officer

ATTEST:

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

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: 
Senior Deputy



EXHIBIT A
FLOOR PLAN OF PREMISES

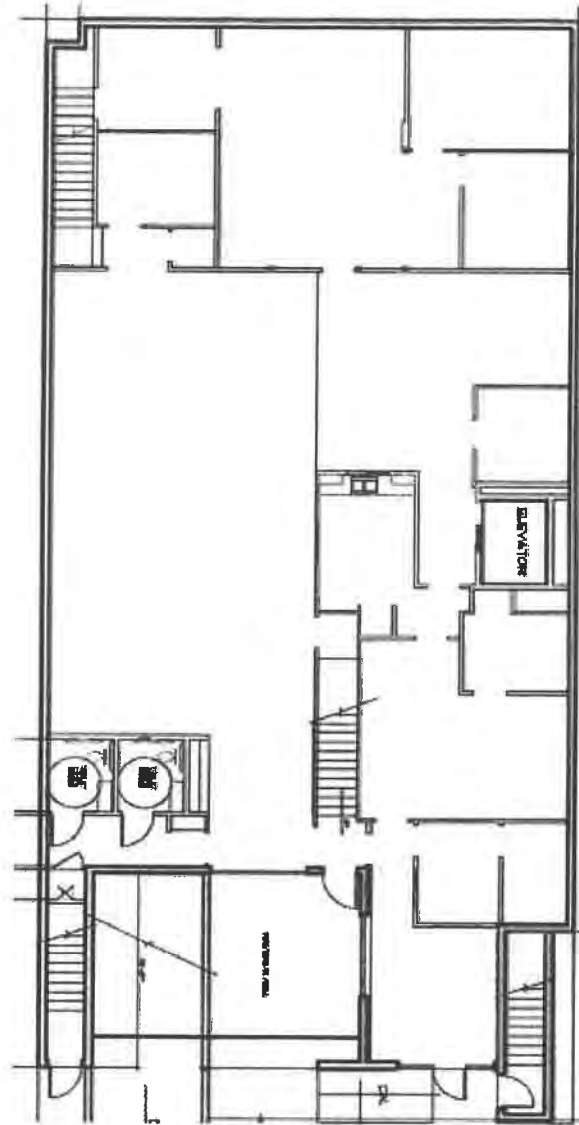


EXHIBIT B

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

Reference is made to that certain Lease Agreement ("Lease") dated _____, 2024, between County of Los Angeles, a body corporate and politic ("Tenant"), and TOMY E. DRISSI AS TRUSTEE OF THE TOMY E. DRISSI TRUST DATED JANUARY 26, 2016 ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the building located at 947 Cole Ave, Los Angeles, CA 90038 ("Premises"),

Landlord and Tenant hereby acknowledge as follow:

- 4) Landlord delivered possession of the Premises to Tenant in a Substantially Complete condition on _____ ("Possession Date");
- 5) Tenant has accepted possession of the Premises and now occupies the same;
- 6) The Lease commenced on _____ ("Commencement Date");
- 7) The Premises contain _____ rentable square feet of space; and
- 8) For clarification and the purpose of calculating future rental rate adjustments:
 - 1) Base Rent per month is _____.
 - 2) The Base Index month is _____.
 - 3) The Base Index is _____.
 - 4) The first New Index month is _____.



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

Tenant:

Landlord:

COUNTY OF LOS ANGELES,
a body corporate and politic

a _____

By: _____
Name _____
Its _____

By: _____
Name _____
Its _____



EXHIBIT C

HEATING, VENTILATION AND AIR CONDITIONING

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



EXHIBIT D

CLEANING AND MAINTENANCE SCHEDULE

A. DAILY (Monday through Friday)

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

B. WEEKLY

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

C. MONTHLY

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



21. Carpet professionally spot cleaned as required to remove stains, by request only for Landlord's evaluation.
22. HVAC chiller water checked for bacteria, water conditioned as necessary, by request only for Landlord's evaluation.

D. QUARTERLY

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

E. SEMI-ANNUALLY

27. Windows washed as required inside and outside but not less frequently than twice annually.
28. Painted wall and door surfaces washed and stains removed.
29. Walls treated with vinyl covering washed and stains removed.
30. Intentionally Omitted.

F. ANNUALLY

31. Intentionally Omitted.
32. Bathroom and any other ceramic tile surfaces professionally cleaned using a hand scrub process. All grout and porous surfaces resealed, if necessary, 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 and the Landlord.



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. The initial tenant improvements, except for the painting of the walls within the Premises, completed prior to Tenant's occupancy or as a condition to the renewal of the Lease shall not constitute an Occurrence for the purpose of determining the frequency of this work.

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

H. GENERAL

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



EXHIBIT E

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

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

)
)
)
)
)
)
)

Space above for Recorder's Use

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

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

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

Factual Background

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

Agreement

Therefore, the parties agree as follows:

[Handwritten signature]

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

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

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

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

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

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

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

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

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

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



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

To Lender: _____

To Borrower: _____

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

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



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

By: _____
Name: _____
Title: _____

BORROWER: *[Insert name of Landlord]*

By: _____
Name: _____
Title: _____

LENDER: *[Insert name of Lender],*

By: _____
Name: _____
Title: _____



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

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

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

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

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

WITNESS my hand and official seal.

Signature (Seal)

EXHIBIT F

TENANT ESTOPPEL CERTIFICATE

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

Attn: _____

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

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

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

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

(b) The current Rent is set forth above.

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

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

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

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

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

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

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

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

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

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

COUNTY OF LOS ANGELES,
a body corporate and politic

By: _____
Name: _____
Title: _____



EXHIBIT G

COMMUNITY BUSINESS ENTERPRISE FORM

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

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

1. Firm Name: _____

2. Address: _____

3. Contact Person/Telephone Number: _____

4. Total number of employees in the firm: _____

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

II. PERCENTAGE OF MINORITY/WOMEN OWNERSHIP IN FIRM

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

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



EXHIBIT H

MEMORANDUM OF LEASE

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

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

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

MEMORANDUM OF LEASE

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

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

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



Dated: _____, 20__.

LANDLORD:

By: _____
Its: _____

By: _____
Its: _____

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT
Chief Executive Officer

By: _____
John T. Cooke
Assistant Chief Executive Officer

ATTEST:

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

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Senior Deputy



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

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

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

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

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

WITNESS my hand and official seal.

Signature (Seal)



BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	10/9/2024	
BOARD MEETING DATE	11/19/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input checked="" type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Department of Children and Family Services (DCFS)	
SUBJECT	11-year lease renewal and expansion for 43,798 square feet with 204 on-site parking spaces at 5757 Wilshire Blvd, Los Angeles.	
PROGRAM	West LA Regional Office	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: \$32,607,000	Funding source: The rental costs will be funded by 45 percent State and Federal funds and 55 percent by net County cost (NCC)
	TERMS (if applicable): The proposed lease will have an annual first year cost of \$1,685,000, but with a six-month rent abatement of \$843,000, will equal \$842,000, which includes 204 parking spaces, where the landlord will be responsible for all operating expenses, including utilities, janitorial, repair and maintenance to the building.	
	Explanation: DCFS has sufficient funding in its Fiscal Year 2024-25 Operating Budget to cover the proposed rent for the first year The TIs for the proposed lease are expected to be completed in Fiscal Year 2025-26. Future funding for the costs associated with the proposed lease will be addressed through the annual budget process for DCFS	
PURPOSE OF REQUEST	Approval of the recommended action will authorize and provide use of office space for the West LA Regional Office.	
BACKGROUND (include internal/external issues that may exist including any related motions)	Lease has been in holdover since February 14, 2024, with no holdover fee, while terms of the lease were being negotiated.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Alexandra Nguyen-Rivera Section Chief, Leasing CEO Real Estate Division 213-974-4189 arivera@ceo.lacounty.gov	



**Chief
Executive
Office.**

COUNTY OF LOS ANGELES

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

CHIEF EXECUTIVE OFFICER

Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

November 19, 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:

**ELEVEN-YEAR LEASE
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
5757 WILSHIRE BOULEVARD, LOS ANGELES
(SECOND DISTRICT) (3 VOTES)**

SUBJECT

Approval of a proposed 11-year lease to renew an existing lease, and to expand into additional space, to provide the Department of Children and Family Services (DCFS) use of 43,798 square feet of office space and 204 on-site parking spaces for the West Los Angeles Regional Office (WLARO).

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed lease is exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and in the record of the project.
2. Authorize the Chief Executive Officer, or her designee, to execute the proposed lease with 5757 Wilshire LLC (Landlord), for approximately 43,798 square feet of office space and 204 on-site parking spaces located at 5757 Wilshire Blvd Suites 200 and 204, Los Angeles (Premises) to be occupied by DCFS. This proposes a lease for a term of more than ten years, to wit, for a term of 11 years. The estimated maximum first year base rental cost is \$1,685,000, but with a six-month rent abatement of approximately \$843,000, will equal \$842,000. The estimated total proposed lease cost, including rent abatement, tenant improvement costs, low-voltage costs, and electric costs is \$32,607,000 over the 11-year term. The rental costs will be funded by 45 percent State and Federal funds, and 55 percent by net

County cost (NCC) that is already included in DCFS' existing budget. DCFS will not be requesting additional NCC for this action.

3. Authorize the Chief Executive Officer, or her designee, to reimburse the Landlord up to \$1,032,000 for the County's Tenant Improvement (TI) contribution, if paid in a lump sum or \$1,309,000 if amortized over seven years at 7 percent interest per annum.
4. Authorize the Director of DCFS to contract with and direct the Internal Services Department (ISD), in coordination with the Chief Executive Officer, or her designee, for the acquisition and installation of telephone, data, and low-voltage systems and vendor installation (Low-Voltage Items) at a total cost not to exceed \$3,604,000 if paid in a lump sum or \$4,385,000 if amortized over five years at 8 percent interest per annum. The cost for the Low-Voltage Items is in addition to the rental costs and the County's TI contribution payable to the Landlord.
5. Authorize and direct the Chief Executive Officer, or her designee, to execute any other ancillary documentation necessary to effectuate the proposed lease, and to take actions necessary and appropriate to implement the proposed lease, including, without limitation, exercising any early termination rights.
6. Authorize and direct the Chief Executive Officer, or her designee, to take actions necessary and appropriate to implement the terms of the proposed lease, including, without limitation, exercising any options to extend at fair market value.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

DCFS has occupied approximately 35,548 square feet of the proposed Premises since February 2009, and has been in holdover without additional fees since expiration of the lease on February 16, 2024. DCFS is proposing to expand into space adjacent to the existing space to occupy an additional 8,250 square feet of office space for a combined 43,798 square feet.

DCFS will use the entire proposed Premises for WLARO, which is one of the regional offices in the County that provides comprehensive full services and direct support to children and families in crisis within the child protection system along with providing a family friendly area where foster care children can visit with their parents and siblings in a safe and supervised setting. Services provided also include emergency response, family maintenance and reunification, permanent placement, and children's social workers. The smaller programs working in collaboration at this location with the WLARO include the Child and Family Team, Department of Mental Health/DCFS collaboration, for improving mental health care and permanency outcomes for foster children, Coordinated Services Action Team staff, Department of Public Social Services Linkages and contracted education liaisons.

The proposed additional space will allow DCFS to house additional employees due to a recent zip code realignment which resulted in relocating employees from the office located at 1933 South Broadway, Los Angeles. The proposed additional space will also provide needed additional storage for social workers to store belongings of former and current foster care youth, tangible goods readily available for emergency needs by foster care families, and program supplies.

DCFS has implemented telework where possible. The proposed Premises will have 228 employees, with 184 being housed in the existing space and 44 employees housed in the proposed additional space. This includes 19 positions that have implemented telework. There will be 212 workstations at the proposed Premises, of which 44 workstations are being allocated for the proposed additional space. Three of these workstations are used for hoteling employees. On-site coverage is needed for services such as client interviews and supervised visitations. Children's social workers must be present daily. Additionally, DCFS requires secured space to access and maintain confidential files, which may not be removed from the office.

The proposed Premises meets the space needs for the program by providing sufficient and conveniently located office space, where children in the foster care system can visit with their parents and siblings in a safe and supervised setting. The proposed Premises also provides sufficient parking for staff and is adequately served by 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 proposed lease is also consistent with the Strategic Asset Management Goal – Strengthen connection between service priorities and asset decisions, and Key Objective No. 5 – Fund Highest Priority Needs.

The proposed lease supports the above goals and objective by providing DCFS with adequate space for their WLARO which provides services to children and their families in the surrounding areas.

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

FISCAL IMPACT/FINANCING

The estimated maximum first year base rental cost is \$1,685,000, but with a six-month rent abatement of approximately \$843,000, will equal \$842,000, which includes parking at no additional cost. The aggregate cost associated with the proposed lease over the entire term, including electric costs, TI costs, and Low-Voltage Items is \$32,607,000 as shown in Enclosure B-1. The proposed lease costs will be fully funded by 45 percent State and Federal funds and 55 percent by NCC that is already included in DCFS' existing budget. DCFS will not be requesting additional NCC for this action.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

- Upon commencement of the proposed lease, the annual rental rate will decrease from \$70.24 per square foot, per year to \$47.40 per square foot, per year. Base rent is subject to annual increases based on the Consumer Price Index (CPI), but with a minimum of 3 percent per annum and a maximum of 4 percent per annum.
- The Landlord has agreed to six months of rent abatement for the current existing space and five months of rent abatement for the proposed additional space.
- The Landlord, at its sole cost, will complete certain improvements to refresh the proposed Premises.
- Total TI costs are expected to be approximately \$1,444,000. The Landlord will provide \$412,500 (\$50 per square foot) base TI allowance.
- The County will reimburse the Landlord up to \$1,032,000 (\$125 per square foot) as the County's lump sum TI contribution. If the Landlord advances the County's TI contribution, this amount will be amortized over seven years with interest at 7 percent for a fully amortized amount not to exceed \$1,309,000.
- The County will pay \$3,604,000 for the lump sum cost of the Low-Voltage Items. If DCFS elects to pay in installments, this amount will be amortized over five years with interest at 8 percent for a fully amortized amount not to exceed \$4,385,000.

- The Landlord is responsible for all operating and maintenance costs of the building and all utilities and janitorial costs. The County has no responsibility for any operating and maintenance costs.
- There are 204 on-site parking spaces included in the base rent at no additional cost.
- The County is responsible for after hours heating, ventilation, and air-conditioning usage currently at \$125 per hour (Monday-Friday 6pm-11pm), \$150 per hour (Monday-Friday 11pm-6am), \$130 per hour (Saturday 2pm-6pm), \$160 per hour (Saturday after 6pm), and \$250 per hour (Sundays and holidays).
- A comparison of the existing lease and the proposed lease terms is shown in Enclosure B-2.
- The proposed lease is for an 11-year initial term with an option to extend the lease for an additional five years with 180 days' notice, at fair market rent. If all options are exercised, the total term of the proposed lease would be 16 years.
- The County has the right to terminate the proposed lease early any time after 84 months, with 270 days' prior written notice.
- Holdover at the proposed lease expiration is permitted on the same lease terms and conditions. The monthly base rent during the holdover period will remain the same, subject to the regular annual increases.
- 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 the first day of the month following full execution of the lease by both parties.

The Chief Executive Office conducted a market search of available office space for lease, but was unable to identify any sites that could accommodate this requirement more economically. Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$43.80 and \$54 per square foot, per year. The base annual rental rate of \$47.40 per square foot, per year for the proposed lease represents a rate that is within the market range for the area. Further, relocation to a new building would require costly new TIs and disrupt services. We recommend the proposed Premises as the most suitable to meet the County's space requirements.

Co-working office space is not suitable for this requirement due to the nature of services provided by DCFS at this location.

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 Los Angeles has been sent in accordance with Government Code Section 25351.

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

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

ENVIRONMENTAL DOCUMENTATION

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

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

The Honorable Board of Supervisors
November 19, 2024
Page 7

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

Respectfully submitted,

FESIA A. DAVENPORT
Chief Executive Officer

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

Enclosures

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

DEPARTMENT OF CHILDREN AND FAMILY SERVICES
5757 WILSHIRE BOULEVARD
Asset Management Principles Compliance Form¹

1.	<u>Occupancy</u>		Yes	No	N/A
A	Does lease consolidate administrative functions? ²				X
B	Does lease co-locate with other functions to better serve clients? ²				X
C	Does this lease centralize business support functions? ²				X
D	Does this lease meet the guideline of 200 sq. ft of space per person? ² Based on 228 employees, space is 193 SF/person due to private client meeting rooms and waiting room.			X	
E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? ² Based on 204 spaces, parking ratio is 5/1,000 SF required for employees and clients			X	
F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location? ²		X		
2.	<u>Capital</u>				
A.	Is it a substantial net County cost (NCC) program? 55 percent NCC		X		
B	Is this a long-term County program?		X		
C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?			X	
D	If no, are there any suitable County-owned facilities available?			X	
E	If yes, why is lease being recommended over occupancy in County-owned space?				N/A
F	Is Building Description Report attached as Enclosure C?				N/A
G	Was build-to-suit or capital project considered? ²				N/A
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?				N/A
D	Why was this program not co-located with other County departments?				
	1. ____ The program clientele requires a "stand alone" facility.				
	2. ____ No suitable County occupied properties in project area.				
	3. <u>X</u> No County-owned facilities available for the project.				
	4. ____ Could not get City clearance or approval.				
	5. ____ The Program is being co-located.				
E	Is lease a full-service lease? ²		X		
F	Has growth projection been considered in space request?		X		
G	¹ Has the Dept. of Public Works completed seismic review/approval?		X		
¹ As adopted by the Board of Supervisors 11/17/98					
² If not, why not?					

OVERVIEW OF THE PROPOSED BUDGETED LEASE COSTS

5757 WILSHIRE BOULEVARD
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

Basic Lease Assumptions

Leased Area (sq.ft.) - Existing Premises	35,548
Leased Area (sq.ft.) - Expansion Premises	8,250
Total Leased Area (sq.ft.)	43,798

	Monthly	Annual
Base Rent	\$3.95	\$47.40

Rent Abatement (Months) - Existing Premises	6
Rent Abatement (Months) - Expansion Premises	5
Term	132
Annual Rent Adjustments	4.00%

Parking	# of Spaces
	204

Tenant Improvement Costs (Reimbursable)	Annual		
	Lump Sum	Interest Rate (IR)	Amortized Cost @ IR, 7 Yrs. Difference
	\$1,031,250	7.00%	\$1,307,403 \$276,153

Low Voltage Costs (TESMA Labor & Materials) for Expansion Premises	Annual		
	Lump Sum	Interest Rate (IR)	Amortized Cost @ IR, 5 Yrs. Difference
	\$3,604,000	8.00%	\$4,384,568 \$780,568

	1 st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year	8th Year	9th Year	10th Year	11th Year	Total 10 Years Rental Costs
Annual Base Rent Costs for Existing Premises	\$1,685,000	\$1,753,000	\$1,824,000	\$1,897,000	\$1,973,000	\$2,052,000	\$2,135,000	\$2,221,000	\$2,310,000	\$2,403,000	\$2,500,000	\$22,753,000
Annual Base Rent Costs for Expansion Premises	\$0	\$407,000	\$424,000	\$441,000	\$459,000	\$478,000	\$498,000	\$518,000	\$539,000	\$561,000	\$584,000	\$4,909,000
Total Annual Base Rent Costs	\$1,685,000	\$2,160,000	\$2,248,000	\$2,338,000	\$2,432,000	\$2,530,000	\$2,633,000	\$2,739,000	\$2,849,000	\$2,964,000	\$3,084,000	\$27,662,000
Rent Abatement ⁽¹⁾	(\$843,000)	(\$170,000)										(\$1,013,000)
Rent Paid to Landlord	\$842,000	\$1,990,000	\$2,248,000	\$2,338,000	\$2,432,000	\$2,530,000	\$2,633,000	\$2,739,000	\$2,849,000	\$2,964,000	\$3,084,000	\$26,649,000
Utility Reimbursement - Electric ⁽²⁾	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	\$264,000
TI Allowance (Reimbursable)		\$187,000	\$187,000	\$187,000	\$187,000	\$187,000	\$187,000	\$187,000				\$1,309,000
Total Costs Paid to Landlord	\$866,000	\$2,201,000	\$2,459,000	\$2,549,000	\$2,643,000	\$2,741,000	\$2,844,000	\$2,950,000	\$2,873,000	\$2,988,000	\$3,108,000	\$28,222,000
Low Voltage Costs	\$877,000	\$877,000	\$877,000	\$877,000	\$877,000							\$4,385,000
Total Annual Lease Costs	\$1,743,000	\$3,078,000	\$3,336,000	\$3,426,000	\$3,520,000	\$2,741,000	\$2,844,000	\$2,950,000	\$2,873,000	\$2,988,000	\$3,108,000	\$32,607,000

⁽¹⁾ In Year 1, Tenant shall have six months of Rent Abatement for existing premises. In Year 2, Tenant shall have five months of Rent Abatement for Expansion premises

COMPARISON OF THE PROPOSED LEASE TO EXISTING LEASE

	Existing Lease: 5757 Wilshire Blvd, Los Angeles	Proposed Lease: 5757 Wilshire Blvd, Los Angeles	Change
Area (Square Feet)	35,548 sq.ft.	43,798 sq.ft.	+ 8,250 sq.ft.
Term (years)	15 years	11 years plus five-year option to renew	- 4 years but with five-year option to renew.
Annual Base Rent ⁽¹⁾	\$2,497,000	\$1,685,000 which does not include 6 months of rent abatement	- \$812,000 annually
Electric Costs	\$24,000	\$24,000	No change
Total Annual Lease Costs payable to Landlord ⁽¹⁾	\$2,497,000	\$1,685,000 but with 6 months of rent abatement, rent paid will be \$842,000	-\$1,655,000 annually
Rental rate adjustment	Annual Fixed Four percent increases	Annual CPI adjustments capped at four percent with a three percent minimum.	Annual CPI capped at four percent per year with a three percent minimum.

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

- (1) Year 1 does not include base rent for the expansion premises. The estimated commencement for the expansion premises is in Year 2 of proposed lease.

DEPARTMENT OF CHILDREN AND FAMILY SERVICES

SPACE SEARCH – 5 MILE RADIUS FROM 5757 WILSHIRE BOULEVARD

LACO	Property Name	Address	Ownership	Gross SQFT	Vacant
P0000020	3609 S 10th Ave Suite 100 - DMH	3609 S 10th Ave, Los Angeles, CA 90018	Leased	35,667	No
10108	Vermont Corridor - Site 1	510 S Vermont Ave, Los Angeles, CA 90020	Revenue- Leaseback	39,747	No
A369	DCFS - Headquarters Annex	501 Shatto Pl, Los Angeles, CA 90020	Leased	34,855	No
P0000009	5419 W Sunset Blvd	5419 W Sunset Blvd, Los Angeles, CA 90027	Leased	41,040	No
X317	DCSS - Le Sage Complex 4 Story Building	3175 W 6th St., Los Angeles, CA 90020	Owned	26,115	No
X317	DCSS - Le Sage Complex 4 Story Building	3175 W 6th St., Los Angeles, CA 90020	Owned	26,115	No

FACILITY LOCATION POLICY ANALYSIS

Proposed lease: Lease for the Department of Children and Family Services – 5757 Wilshire Boulevard, Los Angeles – Second District.

A. Establish Service Function Category – DCFS West LA Regional Office

B. Determination of the Service Area – The proposed lease will allow DCFS to continue services located within the West LA region.

C. Apply Location Selection Criteria to Service Area Data

- Need for proximity to service area and population: Yes, services provided in the West LA region.
- Need for proximity to existing County facilities: N/A
- Need for proximity to Los Angeles Civic Center: N/A
- Economic Development Potential: N/A
- Proximity to public transportation: The location is adequately served by local transit services, i.e., LADOT Fairfax line and Metro bus line 20.
- Availability of affordable housing for County employees: The surrounding area provides for affordable housing and rental opportunities.
- Use of historic buildings: N/A
- Availability and compatibility of existing buildings: There are no alternative existing County buildings available to meet DCFS' needs.
- Compatibility with local land use plans: The City of Los Angeles has been notified of the proposed County use which is consistent with its use and zoning for office space at this location.
- Estimated acquisition/construction and ongoing operational costs: The aggregate cost associated with the proposed lease over the entire term is \$32,607,000.

D. Analyze results and identify location alternatives

Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$43.80 and \$54 per square foot, per year. The base annual rental rate of \$47.40 per square foot, per year for the proposed lease represents a rate that is within the market range for the area.

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

The proposed lease will provide adequate and efficient office space for 228 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

5757 WILSHIRE LLC - Landlord

5757 WILSHIRE BLVD

SUITE 200 AND 204

LOS ANGELES, CALIFORNIA 90036

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EXHIBITS

- Exhibit A – Floor Plan of the Premises
- Exhibit B – Commencement Date Memorandum and Confirmation of Lease Terms
- Exhibit C – Heating, Ventilation, and Air Conditioning Standards
- Exhibit D – Cleaning and Maintenance Schedule
- Exhibit E – Subordination, Non-disturbance and Attornment Agreement
- Exhibit F – Tenant Estoppel Certificate
- Exhibit G – Community Business Enterprises Form
- Exhibit H – Memorandum of Lease Terms
- Exhibit I – 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 _____, 2024 ("Effective Date"), between 5757 WILSHIRE LLC, a Delaware limited liability company ("Landlord"), and COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant" or "County").

Landlord and Tenant agree:

1. BASIC LEASE INFORMATION

1.1 Terms

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

(a) Landlord's Address for Notices:	5757 Wilshire Blvd Suite 380 Los Angeles, California 90036 Attention: Property Manager Email: anson.kong@sagafraplaza.com
(b) Tenant's Address for Notices:	County of Los Angeles Chief Executive Office - Real Estate Division 320 West Temple Street, 7th Floor Los Angeles, CA 90012 Attention: Director of Real Estate With a copy to: County of Los Angeles Office of the County Counsel 648 Kenneth Hahn Hall of Administration 500 West Temple Street, Suite 648 Los Angeles, CA 90012-2713 Attention: Property Division
(c) Premises:	Suite 200, consisting of approximately 35,548 rentable square feet (the "Initial Premises"), and Suite 204, consisting of approximately 8,250 rentable square feet (the "Expansion Premises"), for a total of 43,798 rentable square feet (collectively, the Initial Premises and Expansion Premises shall be known as the

	"Premises"), in the Building (defined below), as shown on <u>Exhibit A</u> attached hereto.
(d) Building:	The Building located at 5757 Wilshire Blvd, Los Angeles, California, which is currently assessed by the County Assessor as APN 5508-015-009 (the "Property");
(e) Term:	The Term shall commence on the first day of the first calendar month following approval of this Lease by the Tenant's Board of Supervisors and full execution of this Lease by Landlord and Tenant the "Commencement Date") and terminating at midnight on the day before the eleventh (11th) annual anniversary of the Commencement Date (the "Termination Date"), subject to earlier termination by Tenant as provided herein. The phrase "Term of this Lease" or "the Term hereof" as used in this Lease, or words of similar import, shall refer to the Term of this Lease together with any additional Extension Term for which an option has been validly exercised.
(f) Estimated Commencement Date for the Expansion Premises:	December 1, 2025.
(g) Irrevocable Offer Expiration Date: (see Section 33)	November 19, 2024
(h) Base Rent:	Subject to Section 5, \$3.95 per rentable square foot per month.
(i) Early Termination (see Section 4.5)	One time right to terminate the Lease effective as of the last day of the 84th month (i) following the Commencement Date of the Lease for the Expansion Premises, or, (ii) if the Commencement Date of the Lease for the Expansion Premises never occurs, then following the Commencement Date of the Lease ("Early Termination Date"). Such right may only be exercised by Tenant upon 270 days' prior written notice to Landlord.

(j) Rentable Square Feet in the Premises:	Initial Premises: 35,548 rentable square feet (Suite 200) Expansion Premises: 8,250 rentable square feet (Suite 204) Total Premises: 43,798 rentable square feet
(k) Initial Departmental Use:	Subject to Section 6, Department of Children and Family Services.
(l) Parking Spaces:	204 unreserved parking spaces at no additional cost to the Tenant in the areas designated for unreserved parking within the parking structure. Visitor parking shall be at a charge to all visitors and guests with the Building rate being established by Landlord and subject to change.
(m) Tenant's Hours of Operation:	9 a.m. to 6 p.m. Monday through Friday, and 9 a.m. to 1 p.m. on Saturdays, except New Years Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day and such other holidays as are generally recognized by the County of Los Angeles.
(n) Asbestos Report:	A report dated _____ 20__ prepared by Ellis Environmental Management, Inc, a licensed California Asbestos contractor.
(o) Seismic Report	A report dated March 19, 2008, prepared by the Department of Public Works.
(p) Disabled Access Survey	A report dated _____, 20__ prepared by [_____].

1.2 Defined Terms Relating to Landlord's Work Letter

(a) Landlord's TI Allowance:	\$412,500.00 (\$50 per rentable square foot of the Expansion Premises)
(b) Tenant's TI Contribution:	\$1,031,250.00 (\$125 per rentable square foot of the Expansion Premises), consistent with Work Letter Section 6.3 and Work Letter Section 8.
(c) Tenant's TI Contribution Amortization Rate and	Fixed seven percent (7%) per annum

	Change Authorization Amortization Rate:	
(d)	Estimated Monthly Payments Attributable to Total TI Costs in Excess of Landlord's TI Allowance	\$15,564.33 per month which is based upon the Tenant's TI Contribution (the "Estimated Monthly Payments").
(e)	Tenant's Work Letter Representative:	Tina Hovsepian, or an assigned staff person of the Chief Executive Office, Real Estate Division
(f)	Landlord's Work Letter Representative:	An assigned person on behalf of 5757 Wilshire LLC
(g)	Landlord's Address for Work Letter Notices:	5757 Wilshire Blvd, Suite 380, Los Angeles, California 90036
(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
1.3	<u>Exhibits to Lease</u>	Exhibit A - Floor Plan of Premises Exhibit B - Commencement Date Memorandum and Confirmation of Lease Terms Exhibit C - HVAC Standards Exhibit D - Cleaning and Maintenance Schedule Exhibit E - Subordination, Non-Disturbance and Attornment Agreement Exhibit F - Tenant Estoppel Certificate Exhibit G - Community Business Enterprises Form Exhibit H - Memorandum of Lease Exhibit I - Landlord's Work Letter

2. PREMISES

2.1 Lease of Premises

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

2.2 Measurement of Premises

Landlord and Tenant hereby stipulate that the Premises contains the number of square feet specified in Section 1.1(j) above and shall not be subject to remeasurement by either party during the initial Lease Term.

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

As of the day on which Landlord delivers possession of the Expansion Premises to Tenant in the condition required under this Lease (such day being referred to herein as the "Expansion Commencement Date"), the Expansion Premises are added to the Initial Premises and shall constitute part of the Premises under the Lease for all purposes, except as otherwise expressly provided herein. For purposes of determining the Expansion Commencement Date, the Expansion Premises shall be deemed to be in the condition required under this Lease if they comply in all material respects with the condition required under Section 4.2, subject only to "punch list" items which do not materially interfere with Tenant's ability to occupy and use the Expansion Premises for the normal operation of Tenant's business. To the extent any such "punch list" items exist on the Expansion Commencement Date, Landlord shall proceed with reasonable diligence to complete the repair or correction of such "punch list" items as promptly as practicable after the Expansion Commencement Date. The present expectation of the parties is that the estimated Expansion Commencement Date for the Expansion Premises will occur on or about the date found in Section 1.1(f). During the period from the Effective Date until the Expansion Commencement Date, Landlord agrees to provide Tenant with periodic updates regarding the progress of delivery of the Expansion Premises and the anticipated Expansion Commencement Date, as reasonably requested in writing by Tenant from time to time.

4.2 Tenant's Acceptance of the Expansion Premises

Tenant already occupies the Initial Premises and is familiar with their condition. Subject to and without limiting the specific Landlord obligations expressly provided in this Lease, Tenant accepts the Initial Premises in their existing as-is condition and acknowledges that Landlord has no obligation to perform or pay for any improvements or renovations to Initial Premises and that neither Landlord nor any Landlord agent has made any representations or warranties as to the condition or utility of the Initial Premises or the Property. The term "**Tenant's Acceptance of the Expansion Premises**" as used in this Lease shall mean the date upon which the Tenant Improvements and the Expansion Premises are Substantially Complete, Tenant has inspected the Expansion Premises, and Tenant has accepted the Tenant Improvements and the Expansion Premises in writing (which acceptance Tenant shall provide if Substantial Completion has occurred). The terms "**Substantial Completion**" or "Substantially Complete" as used in this Lease shall mean compliance with all of the following with respect to the Expansion Premises:

- (a) The shell and core of the Building are complete and in compliance with all applicable laws and codes, and all of the building systems are operational to the extent necessary to service the Expansion Premises;
- (b) Landlord has sufficiently completed all the work required to be performed by Landlord in accordance with this Lease and Landlord's Work Letter (if any), including the installation of modular furniture systems, if so required (except minor punch list items which Landlord shall thereafter promptly complete), such that Tenant can conduct normal business operations from the Expansion Premises;
- (c) Landlord has obtained a certificate of occupancy for the Building, or a temporary certificate of occupancy for that portion of the Building that includes all of the Expansion Premises, or its equivalent;
- (d) Tenant has been provided with the number of parking privileges and spaces to which it is entitled under this Lease.

4.3 Termination Right

If the Commencement Date for the Expansion Premises has not occurred within one hundred eighty (180) days after the Estimated Commencement Date, subject to Tenant Delays and Force Majeure Delays, as provided in Landlord's Work Letter executed concurrently herewith and attached hereto as Exhibit I and incorporated herein by reference, then Tenant may thereafter, at any time before the Commencement Date occurs, terminate this Lease with respect to the Expansion Premises effective upon the giving of written notice to Landlord, and the parties shall have no further rights or obligations to one another hereunder.

4.4 Early Entry

Tenant shall be entitled to enter the Expansion Premises not less than thirty (30) days prior to the Commencement Date for the Expansion Premises for the purpose

of installing Tenant's furniture, fixtures, and equipment in the Expansion Premises. Landlord and Tenant shall coordinate such access with the general contractor performing the Tenant Improvements and Tenant shall comply with Landlord's reasonable access and scheduling requirements in connection therewith. Tenant shall not unreasonably interfere with Landlord's construction of the Tenant Improvements pursuant to the Landlord's Work Letter attached hereto, and any such interference shall be considered a Tenant Delay thereunder. Such early entry shall be subject to all provisions hereof, but shall not advance the Termination Date, and Tenant shall not pay Base Rent nor any other charges for the Expansion Premises during such early entry period.

4.5 Early Termination

Tenant shall have the one-time right to terminate this Lease effective on the Early Termination Date specified in Section 1.1(i), by giving Landlord not less than two hundred seventy (270) days prior written notice, executed by Tenant's Chief Executive Officer or his/her designee.

4.6 Lease Expiration Notice

No later than twelve (12) months, nor earlier than eighteen (18) months, prior to the expiration of the Lease Term, Landlord shall provide a written notice to Tenant notifying Tenant of the Termination Date. Landlord will use commercially reasonable efforts to timely provide such notice, but Landlord's failure to do so shall not create a Landlord Default under this Lease.

5. RENT

5.1 Base Rent

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

Notwithstanding the foregoing or any language to the contrary found within this Lease, prior to Expansion Commencement Date, Tenant shall have no obligation to pay Base Rent for the Expansion Premises. Effective as of the Expansion Commencement Date, the Base Rent payable by Tenant pursuant to Section 1.1(h) of the Lease for the Premises shall be the combined Base Rent payable by Tenant for the Initial Premises and Expansion Premises. Notwithstanding the

foregoing, if the Expansion Commencement Date does not occur by the date found in Section 1.1(f), then Base Rent for the Expansion Premises shall be delayed until the Expansion Commencement Date occurs. However, if the Expansion Commencement Date does not occur within 180 days (as extended for Tenant Delays and Force Majeure Delays) after the Estimated Commencement Date for the Expansion Premises, then Tenant shall have the right, but not the obligation, to terminate this Lease as to the Expansion Premises (and thereby to terminate any and all obligations of Tenant with respect to the Expansion Premises) and amend the Lease to solely include the Initial Premises; if Tenant terminates the Lease pursuant to this paragraph, then the Termination Date shall be automatically amended so that it is midnight on the day before the tenth (11th) annual anniversary of the Commencement Date for the Initial Premises.

5.2 Base Rent Adjustments

(a) CPI. From and after the first anniversary of the Commencement Date for the Initial Premises, on the first day of the first full calendar month thereafter (the "Adjustment Date") and on every anniversary of the Adjustment Date thereafter, Base Rent for the entire Premises (only including the Expansion Premises after the Expansion Commencement Date) shall be adjusted by applying the CPI Formula set forth below. The "Base Index" shall be the Index published for the month the Lease commences.

(b) CPI Formula. The "Index" means the Consumer Price Index for all Urban Consumers for the Los Angeles-Long Beach-Anaheim area, all items, published by the United States Department of Labor, Bureau of Labor Statistics (1982-84=100). The "CPI Formula" means Base Rent for the first full month after the Commencement Date multiplied by a fraction, the numerator being the Index published for the month immediately preceding the month in which the adjustment is to be effective (the "New Index"), and the denominator being the Base Index. If the Index is changed so that the Index differs from that used as of the Commencement Date of the Lease, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the Term of this Lease, such other governmental Index or computation with which it is replaced shall be used in order to obtain substantially the same results as would be obtained if the Index had not been discontinued or revised.

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

$$\frac{\text{New Index}}{\text{Base Index}} \times \text{Base Rent at the Commencement Date} = \text{Adjusted Base Rent}$$

(d) Limitations on CPI Adjustment. In no event shall the monthly Base Rent adjustment based upon the CPI Formula result in an increase greater than four percent (4%) per year of the Base Rent payable in the month preceding the applicable adjustment. In no event shall the Base Rent be adjusted by the CPI Formula to result in a lower monthly Base Rent than three percent (3%) of the Base Rent during the previous year of the Lease.

5.3 Base Rent Abatement

Provided Tenant shall faithfully perform all of the terms and conditions this Lease, the Base Rent for months 1-6 immediately after the Commencement Date shall be abated. For the months 1-5 immediately after the Expansion Commencement Date, a portion of Base Rent shall be abated by a sum equal to then applicable per rentable square foot sum multiplied by 8,250 rentable square feet (Suite 204) (i.e., the Expansion Premises) for each month of the 5-month period.

6. USES

Landlord agrees that the demised Premises, together with all appurtenances thereto, shall be used by the Tenant for the government department set forth in Section 1.1, any other County Department the County designates, any other governmental purposes, or other lawful purposes that do not materially adversely interfere with other uses in the Building, during Tenant's Hours of Operation, after Tenant's Hours of Operation, and on weekends and holidays Notwithstanding the foregoing, Landlord shall have reasonable grounds for withholding consent as follows: any use (including any other County of Los Angeles user group) that is not compatible with the use conducted by the Department of Children and Family Services in terms of use of Common Areas, use of utilities, amount of visitor traffic, level of security risk to the security of the Building and its occupants and the professional nature of the user (e.g., Landlord shall have the right to reject uses involving medical services, homeless services, welfare services, or criminal rehabilitation or detention services).

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 sixty (60) days written notice from Landlord or thirty (30) days written notice from Tenant's Chief Executive Officer or his/her designee at the last monthly Base Rent payable under this Lease (as such Base Rent may be adjusted from time to time in accordance with this Lease), plus any other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease.

8. COMPLIANCE WITH LAW

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

9. DAMAGE OR DESTRUCTION

9.1 Damage

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises may be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days and Landlord receives insurance proceeds in an amount sufficient to complete such restoration, then Landlord shall promptly, at Landlord's expense, repair such damage, and this Lease shall continue in full force and effect. If either (i) it is estimated that more than one hundred eighty (180) days is necessary to complete such restoration or (ii) insurance proceeds received by Landlord are not sufficient to complete such restoration, then Landlord shall have the right to terminate this Lease upon delivery of written notice to Tenant. 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, within ten (10) days if reasonably feasible in the circumstances but in any event within thirty (30) 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. Tenant waives the provisions of California Civil Code Sections 1932(2) and 1933(4) with respect to any partial or total destruction of the Premises.

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 are estimated to not be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days for any reason, then Tenant may terminate this Lease by giving Landlord written notice within ten days after Tenant's receipt of written notice from Landlord or its agents specifying such estimated 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 and Landlord do 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 with reasonable diligence to completion (other than due to force majeure delays or Tenant Delays), then Tenant may, at its sole reasonable election:

- (a) Declare a default hereunder if such failure continues for 30 days after Tenant's notice of such failure, or
- (b) Perform or cause to be performed the restoration work in accordance with this Lease and deduct the cost thereof, plus interest thereon at ten percent (10%) per annum, from the next installment(s) of Base Rent due as a charge against the Landlord.

10. REPAIRS AND MAINTENANCE

10.1 Landlord Representations

- (a) Landlord represents to Tenant that, as of the date of Tenant's Acceptance of the Expansion Premises:
 - i. The Premises, the Building, and all Common Areas (including electrical, heating, ventilating, and air conditioning ("HVAC"), mechanical, plumbing, gas and fire/life safety systems in the Building and similar building service systems) comply with all current laws, codes, and ordinances in effect and applicable thereto, including but not limited to the Americans With Disabilities Act to the extent required for Tenant to legally occupy the Expansion Premises, and are in good working order and condition;
 - ii. The Building and the Premises comply with all covenants, conditions, restrictions and insurance underwriter's requirements;
 - iii. To the actual knowledge of Landlord, the Premises are free of the presence of Hazardous Materials (as hereinafter defined) (other than as may be reflected in the Asbestos Report);
 - 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 identified in the Asbestos Report to the extent required by law and provide Tenant with an updated report from a licensed California Asbestos contractor to that effect.

(c) CASp Inspection:

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

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

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

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

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

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

10.2 Landlord Obligations

- (a) Landlord shall keep and maintain the Property in good condition and repair and promptly make repairs to and perform maintenance upon and replace as needed:
 - i. the structural elements of the Building, including without limitation, all permanent exterior and interior walls, floors and ceilings, foundations, roof, concealed plumbing, stairways, concealed electrical systems and intra-building telephone conduits;
 - ii. mechanical (including HVAC), electrical, plumbing and fire/life systems serving the Building, subject to Tenant Obligations found in section 10.3;
 - iii. the Common Areas;
 - iv. exterior windows of the Building; and
 - v. elevators serving the Building.
- (b) Landlord, at its sole cost and expense, shall also perform all maintenance and repairs to the structural portions of the Premises, and shall keep the structural portions of the Premises in good condition and repair, reasonable wear and tear excepted. Landlord's repair obligations shall also include, replacements of:
 - (i) light, bulbs, tubes and ballasts.
- (c) Landlord shall use commercially reasonable efforts without incurring material expense to provide all then existing reports, maintenance records, or other documentation as may be requested from time to time.
- (d) Subject to Section 10.4(c), Landlord shall also make any other repairs that Tenant requests to be made.

10.3 Tenant Obligations

Without limiting Landlord's repair and maintenance obligations, Tenant shall, at Tenant's sole expense, be responsible for (i) maintaining the Premises in good repair and working order (other than reasonable wear and tear), (ii) the cost of

repairing any area of the Property damaged by Tenant or by Tenant's agents, employees, invitees or visitors, and (iii) the repair of low voltage electronic, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Tenant. Tenant shall also be responsible for maintaining Tenant's cabling from the minimum point of entry ("MPOE") to the Premises, 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 ten (10) days after the giving of such notice, and if such failure continues for an additional five (5) business days, 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 thirty (30) 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) If Landlord 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 the Property or the operations of the Property or other Property occupants) to Tenant of an event or circumstance which requires the action of Tenant with respect to repair and/or maintenance,

and if Tenant 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 ten (10) days after the giving of such notice, and if such failure continues for an additional five (5) business days, then Landlord 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 to the Property or the normal business operations of the Property or other Property occupants). Landlord shall have access to the Premises 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 Tenant and was not taken by Tenant within such period (unless such notice was not required as provided above), and Landlord took such required action, then Landlord shall be entitled to prompt reimbursement by Tenant of Landlord's reasonable costs and expenses in having taken such action plus interest thereon at ten percent (10%) per annum. If not reimbursed by Tenant within thirty (30) days after written notice, then Landlord shall be entitled to payment from Tenant as Rent hereunder of 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 14.

- (c) Notwithstanding any provisions of this Lease to the contrary, Tenant, acting through the County's Chief Executive Office, may request that the Landlord perform, supply and administer any repairs, maintenance, building services and/or alterations that are the responsibility of the Tenant, not to exceed \$5,000, as part of a separate purchase order issued by the County on Tenant's behalf. Any such work performed by Landlord for Tenant in the Premises 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. In addition, Landlord shall furnish HVAC at all times (i.e., twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year) to the mechanical rooms housing Tenant's computer servers and related equipment; provided that Tenant shall pay Landlord for all electricity used in connection therewith

(pursuant to a separate meter installed at Tenant's cost or previously installed).

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

(1) Landlord shall provide the After Hours HVAC if Tenant gives Landlord advance notice of its need for such service no later than 3:00 p.m. on Monday through Friday (except holidays referred to above) that Tenant requires the services, and no later than 5:00 p.m. on the last business day preceding the weekend or holiday that Tenant requires the service, or in any case as applicable in accordance with the reasonable procedures and timing guidelines of the Building manager. In addition and notwithstanding the foregoing, Tenant may contact the Building manager or on-site Building engineer in accordance with the reasonable procedures and timing guidelines of the Building manager to order After Hours HVAC, and Landlord shall, to the extent reasonably practicable, provide After Hours HVAC service as requested by Tenant, even if Tenant failed to give notice within the time periods specified above.

(2) Landlord will provide the After Hours HVAC at "Actual Cost", defined herein as the actual costs incurred by Landlord in providing any particular service (including Landlord's reasonable estimate of related administrative cost for the cost of such service (to the extent not duplicative of costs included in Operating Costs) and applicable depreciation related to the increased utilization of equipment used in providing the service). There shall be no start-up charges and minimum usage for After Hours HVAC service. The foregoing direct charges shall be payable by Tenant as Additional Rent. The current hourly rate per floor for After Hours HVAC currently is: \$125 (Monday-Friday 6pm-11pm), \$150 (Monday-Friday 11pm-6am), \$130 (Saturday 2pm-6pm), \$160 (Saturday after 6pm), and \$250 (Sundays and holidays); which rate(s) Landlord and Tenant acknowledge is appropriate in accordance with the foregoing. Landlord shall be entitled to increase such charge from time to time, upon at least thirty (30) days prior written notice to Tenant, but only to reflect increases in the cost of labor, electricity, water and water treatment in connection therewith.

(b) Electricity

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

(c) Elevators

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

(d) Water

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

(e) Janitorial

Landlord, at its sole cost and expense, shall provide janitorial service five (5) nights per week, generally consistent with that furnished in comparable office buildings in the County of Los Angeles, but not less than the services set forth in the specifications or otherwise 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 force majeure and to Tenant's compliance with such reasonable security measures as shall from time to time be in effect for the Building. Landlord shall provide access cards to all Tenant employees for entry to the parking garage at Landlord's sole cost and expense.

(g) Pest Control

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

11.2 Utilities

Landlord agrees to pay, at its sole cost, when due, all public utility company 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 for the use of 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, except as otherwise provided in this Lease (including without limitation pursuant to Section 11.1(a)). In the event Landlord fails or refuses to pay any or all of such charges when due, Tenant may give Landlord ten (10) calendar days prior written notice

and thereafter pay directly such charges and deduct the payments from the next installments of rent due as a charge against the Landlord.

12. TAXES

Landlord, at its sole cost and expense, shall pay, prior to delinquency, all real property taxes, assessments and special assessments ("Real Property Taxes") 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 Real Property Taxes when due, Tenant may, at its sole discretion, give Landlord thirty (30) calendar days prior written notice and thereafter pay such Real Property Taxes and deduct the payments from the next installments of rent due as a charge against the Landlord.

Notwithstanding the foregoing, Tenant shall pay prior to delinquency all taxes assessed against or levied upon the furniture, trade fixtures, furnishings, equipment and all other personal property of Tenant located in the Premises.

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 or 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. If Landlord elects to terminate this Lease, Landlord shall be entitled to recover from Tenant the aggregate of all amounts permitted by law, including but not limited to:

(i) the worth at the time of award of the amount of any unpaid rent which had been earned at the time of such termination; plus

(ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

(iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the Lease Term after the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

(iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, specifically including but not limited to, brokerage commissions and advertising expenses incurred, expenses of remodeling the Premises or any portion thereof for a new tenant, whether for the same or a different use, and any special concessions made to obtain a new tenant; and

(v) at Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law.

The term "rent" as used in this Section 14.2 shall be deemed to be and to mean all sums of every nature required to be paid by Tenant pursuant to the terms of this Lease, whether to Landlord or to others. As used in items (i) and (ii), above, the "worth at the time of award" shall be computed by allowing interest at the rate of ten percent (10%) per annum, but in no case greater than the maximum amount of such interest permitted by law. As used in item (iii), above, the "worth at the time of award" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

Landlord's re-entry to perform acts of maintenance or preservation of or in connection with efforts to relet the Premises or any portion thereof, or the appointment of a receiver upon Landlord's initiative to protect Landlord's interest under this Lease shall not terminate Tenant's right to possession of the Premises or any portion thereof and, until Landlord does elect to terminate this Lease, this Lease shall continue in full force and effect and Landlord may enforce all of Landlord's rights and remedies hereunder including, without limitation, the remedy described in California Civil Code Section 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has the right to sublet or assign, subject only to reasonable limitations).

Accordingly, if Landlord does not elect to terminate this Lease on account of any default by Tenant, Landlord may, from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease, including the right to recover all rent as it becomes due. In addition thereto, Landlord shall have such other rights or remedies as may be provided by law.

14.3 No Effect on Indemnity

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

15. LANDLORD DEFAULT

15.1 Remedies

In addition to the provisions for Landlord's default provided by Sections 9.4, 10.4, 19, 21.2 and 32.3, Landlord shall be in default ("Landlord Default") in the performance of any obligation required to be performed by Landlord under this Lease if Landlord has failed to perform such obligation within thirty (30) days after the giving of written notice with respect thereto by Tenant (which notice shall be, if appropriate, the same notice given under Section 10.4); provided, however, that if the nature of the Landlord Default is such that the same cannot reasonably be cured within such thirty (30) day period, Landlord shall not be deemed to be in Landlord Default if Landlord shall within such period commence such cure and thereafter diligently prosecute the same to completion. If the Landlord Default is of such a nature that it materially and substantially interferes with Tenant's occupancy and use of the Premises and if such Landlord Default is not cured within the foregoing cure period, then Tenant shall have the right, at its option, with or without further notice or demand of any kind to Landlord or any other person, to any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein:

- (a) to remedy such default or breach (subject to Section 19, as applicable) and, deduct the costs thereof (including but not limited to attorney' fees) plus interest at the rate of ten percent (10%) per annum from the installments of Base Rent next falling due;
- (b) to pursue the remedy of specific performance;
- (c) to seek money damages for loss arising from Landlord's failure to discharge its obligations under this Lease or offset such damages against Base Rent next coming due; and/or
- (d) to terminate this Lease.

15.2 Waiver

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

15.3 Emergency

Notwithstanding the foregoing cure period, Tenant may cure any default (subject to Section 19, as applicable) 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 (subject to Section 19, as applicable) and deduct the cost of said work from the Base Rent next due

16. **ASSIGNMENT AND SUBLETTING**

16.1 Assignment and Subletting

Tenant may not assign, mortgage, encumber or otherwise transfer any interest in this Lease or sublet the whole or any part of the Premises (in each case, a "Transfer") without first obtaining Landlord's prior consent, which shall not be unreasonably withheld; provided, however, that no such assignment, subletting or other transfer shall relieve Tenant of any liability under this Lease unless Landlord has given its written consent thereto. Any approved assignee or subtenant shall use the Premises only for the purposes permitted by this Lease. It shall be a condition to Landlord's consent to any Transfer that (i) upon Landlord's consent to any Transfer, Tenant shall pay and continue to pay fifty percent (50%) of any "Transfer Premium" (defined below), received by Tenant from the proposed subtenant or assignee (collectively, "Transferee"). "Transfer Premium" shall mean all rent, additional rent or other consideration payable by a Transferee in connection with a Transfer in excess of the rent and Additional Rent payable by Tenant under this Lease during the term of the Transfer and if such Transfer is less than all of the Premises, the Transfer Premium shall be calculated on a rentable square foot basis. "Transfer Premium" shall also include, but not be limited to, key money, bonus money or other cash consideration paid by a transferee to Tenant in connection with such Transfer, and any payment in excess of fair market value for services rendered by Tenant to the Transferee and any payment in excess of fair market value for assets, fixtures, inventory, equipment, or furniture transferred by Tenant to the Transferee in connection with such Transfer.

Notwithstanding anything to the contrary contained in this Section 16, Landlord shall have the option, by giving written notice to Tenant within thirty (30) days after Landlord's receipt of a request for consent to a proposed Transfer, to terminate this Lease as to the portion of the Premises that is the subject of the Transfer. If this Lease is so terminated with respect to less than the entire Premises, the Base Rent shall be prorated based on the number of rentable square feet retained by Tenant as compared to the total number of rentable square feet contained in the original Premises, and this Lease as so amended shall continue thereafter in full force and effect, and upon the request of either party, the parties shall execute written confirmation of the same.

In no event shall the consent by Landlord to an assignment or subletting be construed as relieving Tenant, any assignee, or sublessee from obtaining the express written consent of Landlord to any further assignment or subletting.

16.2 Sale

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

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

- (a) A letter from the Landlord confirming that the Property was transferred to the new owner, along with written evidence of the transfer of the Property (e.g., a recorded deed or comparable reasonable written evidence).
- (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.

All Alterations must be performed in compliance with applicable laws and building codes and pursuant to a valid building permit, if required. Tenant's construction plans and contractor shall be subject to the prior written approval of Landlord, which shall not be unreasonably withheld.

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 or Building, whether by legal proceedings or otherwise, by a Condemnor (as defined below) or a voluntary sale or transfer by Landlord to any Condemnor either under threat of a Condemnor's exercise of such power or while legal proceedings are pending for the exercise of such power. "Condemnor" shall mean any public or quasi-public authority, or private corporation or individual, having the power of Condemnation.

18.2 Total Taking

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

18.3 Partial Taking

If any portion, but not all, of the Premises or the Common Areas is taken by Condemnation, this Lease shall remain in effect, except that Tenant may elect to terminate this Lease if, in Tenant's reasonable judgment, the remaining portion of the Premises (including the space available for parking) is rendered unsuitable for Tenant's continued use of the Premises. If Tenant elects to so terminate this Lease, Tenant must exercise its right to terminate by giving notice to Landlord within thirty (30) days after the date that the nature and the extent of the Condemnation have been determined (the "Determination Date"), which notice

shall set forth the date of termination. Such termination date shall not be earlier than thirty (30) days nor later than ninety (90) days after Tenant has notified Landlord of its election to terminate; except that this Lease shall terminate on the Date of Taking if the Date of Taking falls on a date before the termination date designated by Tenant. If Tenant does not so notify Landlord within thirty (30) days after the Determination Date, all obligations of Tenant under this Lease shall remain in effect, except that Base Rent shall be equitably abated in proportion to the degree to which Tenant's use of the Premises and the Common Areas is impaired by such Condemnation.

18.4 Restoration

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

18.5 Award

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

18.6 Waiver of Statute

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

19. INDEMNIFICATION

19.1 Landlord's Indemnity

The Landlord shall indemnify, defend and hold harmless the Tenant from and against any and all liability, loss, injury or damage including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with the Landlord's repair, maintenance and other acts and omissions arising from and/or relating to the Landlord's ownership of the Premises. Landlord shall not be responsible for loss, damage, liability or expense resulting from injuries or damages incurred by third parties to the extent caused by the negligence or willful misconduct of Tenant, or its officers, contractors, licensees, agents, employees or invitees.

19.2 Tenant's Indemnity

The Tenant shall indemnify, defend and hold harmless the Landlord, from and against any and all liability, loss, injury or damage, including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees) arising from or connected with the Tenant's repair, maintenance and other acts and omissions arising from and/or relating to the Tenant's use of the Premises. Tenant shall not be responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the negligence or willful misconduct of Landlord, or its officers, contractors, licensees, agents, employees or invitees.

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) or a reasonably comparable equivalent.

20.2 General Insurance Provisions – Landlord Requirements

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

(a) Evidence of Coverage and Notice to Tenant

- i. Certificate(s) of insurance coverage ("Certificate") satisfactory to Tenant, and a copy of an Additional Insured endorsement confirming that Tenant and its Agents (defined below) has been given additional insured status under the Landlord's General Liability policy, shall be delivered to Tenant at the address shown below and provided prior to the Commencement Date of this Lease.
- ii. With regard to Renewal Certificates, Landlord's insurer will endeavor to provide them to Tenant 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, as may be applicable, 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 covered by such policy and 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 covered by such policy and 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 to the extent of the terms thereof, 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'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; if Landlord's insurance carrier does not agree to contain that provision in the policies or to provide such notices to Tenant, then Landlord shall be required under this Lease to provide Tenant with all such notices. 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 (if such breach continues for 10 days after Landlord's receipt of written notice from Tenant describing such breach) 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 (if such breach continues for 10 days after Landlord's receipt of written notice from Tenant describing such breach) County may withhold payments due to Landlord, and/or suspend or terminate this Lease. County, at its sole discretion, may obtain damages from Landlord resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Landlord, deduct the premium cost from sums due to Landlord or pursue Landlord reimbursement.

(e) Insurer Financial Ratings

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

(f) Landlord's Insurance Shall Be Primary

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

(g) Waiver of Subrogation

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

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

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

(i) Claims Made Coverage

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

(j) Application of Excess Liability Coverage

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

(k) Separation of Insureds

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

(l) Tenant Review and Approval of Insurance Requirements

The Tenant reserves the right to review and adjust the Required Insurance provisions, conditioned upon Tenant's determination of changes in risk exposures, so long as the same is reasonable and is consistent with insurance coverage carried by landlords of comparable type, size and quality office building projects in the immediate Miracle Mile market area.

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:	\$ 5 million
Products/Completed Operations Aggregate:	\$ 1 million
Personal and Advertising Injury:	\$ 1 million

Each Occurrence: \$ 1 million

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

20.4 Landlord Requirements

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

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

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

- (b) Commercial Property Insurance. Such insurance shall:
 - i. Provide coverage for 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. No tandem parking shall be required or allowed, and Tenant shall be entitled to full in/out privileges at all times. Tenant's parking rights shall be subject to reasonable parking rules and regulations adopted by Landlord from time to time, provided that such procedures shall be uniformly applied to all tenants. Tenant acknowledges that all unreserved parking spaces are not for the exclusive use of Tenant, rather, all such parking spaces are to be used on a non-exclusive, first-come, first-served basis by Tenant and other tenants, occupants, licensees, invitees and permittees of the Building. Landlord, at its sole expense, shall provide Tenant with at least one (1) parking access card or key fob for each unreserved parking space set forth in Section 1.1.

Tenant shall have the right to purchase visitor validations at Landlord's posted rates.

21.2 Remedies

Landlord acknowledges that it is a material term of this Lease that Tenant receives all of the parking spaces to which it is entitled under this Lease for the entire Term of this Lease and that it would be impracticable and extremely difficult to fix the actual damages for a breach of such provisions. It is therefore agreed that if, for any reason whatsoever, a material number of the parking spaces required above are not available to Tenant for five (5) consecutive days after Tenant delivers notice thereof to Landlord (in addition to the rights given to Tenant under Section 14 and Sections 9 and 17 in the event of casualty or condemnation), then Tenant may:

- (a) in the event that Tenant's parking spaces required above are not available for such five (5) consecutive day period because Landlord is instead providing such spaces to other Building tenants to Tenant's detriment, then Tenant may deliver an additional notice to Landlord specifying the same that Tenant intends to terminate this Lease if such condition is not cured within thirty (30) days after Landlord's receipt of such notice (and referencing this Section 21.2), and the Lease shall terminate at the end of such thirty (30) day period unless such conditions are cured within such period or unless Tenant nullifies such termination in writing within such period, or
- (b) then Tenant may deliver an additional notice to Landlord specifying the same that Tenant intends to deduct rent in accordance with this Section 21.2 if such condition is not cured within ten (10) business days after Landlord's receipt of such notice (and referencing this Section 21.2), and if such conditions remain in effect without cure by Landlord within such period, then Tenant may deduct from the Base Rent thereafter accruing hereunder an amount each month equal to the Base Rent times the percentage of parking spaces not so provided times the number 1.5, but such deduction from Base Rent shall be not less than ten percent (10%) nor more than one hundred percent (100%) of the Base Rent.

The foregoing remedies shall not apply to temporary unavailability of parking spaces due to periodic cleaning, restriping, resurfacing or maintenance of the parking facility, required repairs, reconfiguration, renovations or painting, or temporary closures required by order of governmental authorities or to comply with applicable laws, and shall not apply to the extent that Landlord provides substitute parking spaces in lieu thereof located within a quarter-mile walking distance.

22. ENVIRONMENTAL MATTERS

22.1 Hazardous Materials

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

22.2 Landlord Indemnity

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

this Lease. A default by Landlord under this Section shall constitute a material default under this Lease.

23. ESTOPPEL CERTIFICATES

Tenant shall, within 30 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

Prior to the Expansion Commencement Date, Landlord shall construct the Tenant Improvements for the Initial Premises and Expansion Premises in the manner set forth in Landlord's Work Letter executed by Landlord and Tenant concurrently herewith.

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 and shall indemnify Landlord for all liability and cost arising from any such lien. 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 if elsewhere expressly included herein.

26.2 Existing Deeds of Trust

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

26.3 Notice of Default

If any mortgagee or beneficiary under a deed of trust affecting the Property gives written notice of its name and address to Tenant by registered mail (or if Landlord provides Tenant with the same), Tenant agrees to use its best efforts (but without

liability for failure to do so) to give such mortgagee or beneficiary a copy of any notice of default that Tenant serves upon Landlord which could permit Tenant to terminate this Lease, along with an additional ten days within which to cure such default.

27. SURRENDER OF POSSESSION

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

28. SIGNAGE

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

29. QUIET ENJOYMENT

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

30. GENERAL

30.1 Headings

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

30.2 Successors and Assigns

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

30.3 Brokers

Landlord warrants that it has dealt with only the following real estate broker(s), agent(s), and/or finder(s) in connection with this letter or the transaction contemplated by this letter: Jones Lang LaSalle Brokerage Inc. in cooperation with Jones Lang LaSalle Americas, Inc. Tenant warrants that it has not dealt with any real estate broker(s), agent(s), and/or finder(s) in connection with this letter or the transaction contemplated by this letter. Landlord will pay Jones Lang LaSalle

Brokerage Inc. in cooperation with Jones Lang LaSalle Americas, Inc., a commission pursuant to a separate agreement.

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, provided that, as a condition to such recording, Tenant shall at such time as this Lease or any terms of the Memorandum terminate or are otherwise inapplicable to any portion of the Property, Tenant shall, at Landlord's request, promptly execute a commercially reasonable quitclaim or release in recordable form supplied by Landlord, and Tenant hereby authorizes Landlord, in such circumstance, to record the quitclaim or release.

30.13 Counterparts; Electronic Signatures

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

Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

31. AUTHORITY

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

32. ACKNOWLEDGEMENT BY LANDLORD

Landlord acknowledges that it is aware of the following provisions:

32.1 Consideration of GAIN Program Participants

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

32.2 Solicitation of Consideration

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

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

Landlord hereby represents and warrants that it has not knowingly provided, and will not knowingly 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 as to 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) Violation by Landlord of the provisions of Section 5951 of the California Government Code will constitute a material breach of this Lease, upon which the Tenant may impose damages in an amount equal to the greater of \$500,000 or 10% of the aggregate principal portion of all rental payments payable by the Tenant during the entire Term of this Lease, it being expressly agreed that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances

and nature of the violation it would be impracticable and extremely difficult to fix actual damages. In addition, the Tenant may exercise or pursue any other right or remedy it may have under this Lease or applicable law.

- (e) Landlord shall give Tenant written notice and a copy of each and every assignment, transfer, hypothecation or encumbrance of Landlord's interest in this Lease and any instrument relating thereto (including, but not limited to, instruments providing for the payment of Base Rent directly to an assignee or transferee at least thirty (30) days prior to the effective date thereof.
- (f) Except as required by law or legal process or as may already be publicly known, 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, excluding the partners, members, managers, lenders, potential purchasers or lenders, accountants, attorneys, brokers and advisors of Landlord and its affiliates and managers, except with Tenant's prior written consent. Landlord shall indemnify, defend and hold Tenant and its officers, agents and employees harmless from and against all claims and liability alleged to arise from the inaccuracy or incompleteness of any information furnished by Landlord in violation of this Section 32.3.
- (g) The provisions of this Section 32.3 shall be binding upon and applicable to the parties hereto and their respective successors and assigns. Whenever in this Section Landlord is referred to, such reference shall be deemed to include Landlord's successors or assigns, and all covenants and agreements by or on behalf of Landlord herein shall bind and apply to Landlord's successors and assigns, whether so expressed or not.

32.4 Smoking in County Facilities.

The Surgeon General of the United States has concluded that passive smoke exposure is the third leading cause of preventable death in the United States. The United States Environmental Protection Agency has found second-hand smoke to be a known carcinogen. It is recognized that the County has a responsibility to establish, maintain and promote a healthful and safe working environment and to reduce health and safety risks of its employees and the public at large. Tobacco smoke is a hazard to the health of County employees and the general public and represents an annoyance which should be regulated and banned in all county facilities to the end that air quality in all such facilities be improved for the preservation and improvement of the health of all County employees and the public. Therefore, to the greatest extent possible, the rights and comfort of all employees shall be respected. Reasonable effort shall be made to provide smokers a place to smoke in areas open to the sky or otherwise located outside County facilities and, except as provided under Los Angeles County, California - Code of Ordinances Chapter 2.126 ("LAMC 2.126"), all portions of County-owned facilities and all portions of facilities leased by or from the County, which areas are not open to the sky, shall be designated as "no smoking" areas. Smoking, including the use of electronic smoking devices, shall be prohibited in the following

areas of County facilities: (1) Within 50 feet of any operable entry or exit door or operable window of any County building and within 25 feet of any access ramp or handicap path; (2) Within any County parking lot, parking structure, or parking garage, whether enclosed or open to the sky; or (3) Within any driving range and eating area, including outdoor eating areas, of any County golf course. International no-smoking signs and other appropriate signs which designate no-smoking areas shall be clearly, sufficiently and conspicuously posted in every room, building or other place so covered by LAMC 2.126. The manner of such posting, including the wording, size, color and place of posting, whether on the walls, doors, tables, counters, stands or elsewhere, shall be at the discretion of the building proprietor so long as clarity, sufficiency and conspicuousness are apparent in communicating the intent. (Los Angeles County, California - Code of Ordinances Chapter 2.126.)

33. IRREVOCABLE OFFER

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

34. OPTION TO EXTEND

- (a) Option Terms. Provided that no material Default has occurred and is continuing under the Lease at the time the option is exercised or upon the commencement date of the prospective Extension Term, Tenant shall have one (1) option to renew this Lease for an additional period of sixty (60) months (the "Extension Term").
- (b) Exercise of Option. Tenant must exercise its option to extend this Lease by giving Landlord written notice of its intention to do so (its "Notice of Intent") no later than one hundred eighty (180) days, nor earlier than three hundred sixty-five (365) days, prior to the end of the initial Term. If Tenant fails to give such written notice to Landlord, Landlord will promptly provide written notice to Tenant that the Term shall not be extended unless Tenant responds within ten (10) business days in writing electing to exercise its respective renewal option, and Tenant shall be granted an additional period of ten (10) business days after receipt of such written notice from Landlord, in which to give Landlord its written notice of its election to exercise such renewal option or election not to exercise such renewal option. Failure by Landlord to provide such ten (10) business day written notice to Tenant that the Term shall not be extended unless Tenant responds within ten (10) business days in writing electing to exercise its respective renewal option or Tenant's failure to notify Landlord of its election to exercise such renewal option, after receipt of the ten (10) business day notice, and without any further notice, act, or agreement, shall mean that this Lease will terminate as of the then-applicable expiration date, and neither Landlord nor Tenant will have any further obligation or liability under this Lease arising or

continuing from and after such expiration date, subject, however, to the provisions that expressly survive termination of this Lease. Terms and Conditions of the Extension Term. The Extension Term shall be on all the terms and conditions of this Lease, except that the Base Rent during Extension Term shall be equal to one hundred percent (100%) of Market Rental Value for the Premises as of the commencement of the Extension Term ("Adjusted Market Rental Value") to be determined as set forth below, and Landlord shall have no additional obligation for free rent, leasehold improvements or for any other tenant inducements for the Extension Term.

- (c) Agreement on Base Rent. Landlord and Tenant shall have ninety (90) days after Landlord receives the Notice of Intent in which to agree on the Base Rent during the applicable Extension Term. Base Rent during the Extension Term(s) shall be the Adjusted Market Rental Value of the Premises calculated as of the date Tenant gives its Notice of Intent with respect to its option to extend.
- (d) Market Rental Value. The term "Market Rental Value" shall be the rental rate that comparable Premises in the market in which the Premises is located would command for the same term as the Extension Term on the open market at the time Tenant provides its Notice of Intent, as determined jointly by Landlord and Tenant. For purposes hereof, the term "comparable Premises" shall mean premises in a Building similar in size, type, quality and location to the Building. In determining the Market Rental Value, appropriate consideration shall be given to Tenant's creditworthiness, the annual amount per rentable square foot that Landlord has accepted in current transactions between non-affiliated parties from new, non-expansion, renewal and non-equity tenants for comparable premises (+/- 10,000 RSF) for a comparable use for a comparable period of time, the annual rental rates per square foot, the standard of measurement by which the rentable square footage is measured, the ratio of rentable square feet to usable square feet, the type of escalation clause (e.g., whether increases in additional rent are determined on a net or gross basis, and if gross, whether such increases are determined according to a base year or a base dollar amount expense stop), the extent of Tenant's liability under the Lease, parking rights and obligations, signage rights, abatement provisions brokerage commissions, if any, which would be payable by Landlord in similar transactions, length of the lease term, size, type, quality and location of the Building being leased, and other general applicable conditions of tenancy for such comparable transactions.
- (e) Opinions. Landlord shall submit its opinion of Market Rental Value to Tenant within fifteen (15) days after Landlord's receipt of the Notice of Intent, and Tenant shall respond thereto within ten (10) days thereafter by either (a) accepting Landlord's opinion of Market Rental Value (in which case, such Market Rental Value shall be used to determine Base Rent during the Extension Term) or (b) submitting Tenant's opinion of Market Rental Value. If Landlord and Tenant cannot agree upon the Market Rental Value of the Premises within fifteen (15) days thereafter, then Landlord and Tenant within five (5) days shall each submit to each other their final written statement of Market Rental Value ("Final Statement"). Within ten (10) days

thereafter Landlord and Tenant shall together appoint one real estate appraiser (who shall be a Member of the American Institute of Real Estate Appraisers) (or, if both Landlord and Tenant agree, a certified property manager or broker with ten (10) years' experience) who will determine whether Landlord's or Tenant's Final Statement of Market Rental Value is the closest to the actual (in such appraiser's opinion) Market Rental Value of the Premises. If Landlord and Tenant cannot mutually agree upon an appraiser within said ten (10) day period, Tenant may apply to the Presiding Judge of the Superior Court for Los Angeles County, requesting said Judge to appoint the M.A.I. qualified appraiser. The appraiser so appointed shall promptly determine whether Landlord's or Tenant's Final Statement of Market Rental Value is the closest to the actual (in such appraisers' opinion) Market Rental Value of the Premises, and such Final Statement of Market Rental Value shall be the Market Rental Value used in determining Base Rent during the Extension Term. The fees and expenses of the appraiser shall be borne equally by Landlord and Tenant. The appraiser appointed or selected pursuant to this Section shall have at least ten (10) years' experience appraising (or, if the appraiser is a property manager or broker, performing such services for) commercial properties in Los Angeles County.

- (f) Amendment of Lease. After such option is exercised, granted pursuant to this Section 34, Landlord and Tenant shall execute an amendment to this Lease setting forth the new Base Rent in effect.

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

LANDLORD:

5757 WILSHIRE, LLC,
a Delaware limited liability company

By: 

Lon Snyder, President

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

SITE PLAN OF PREMISES

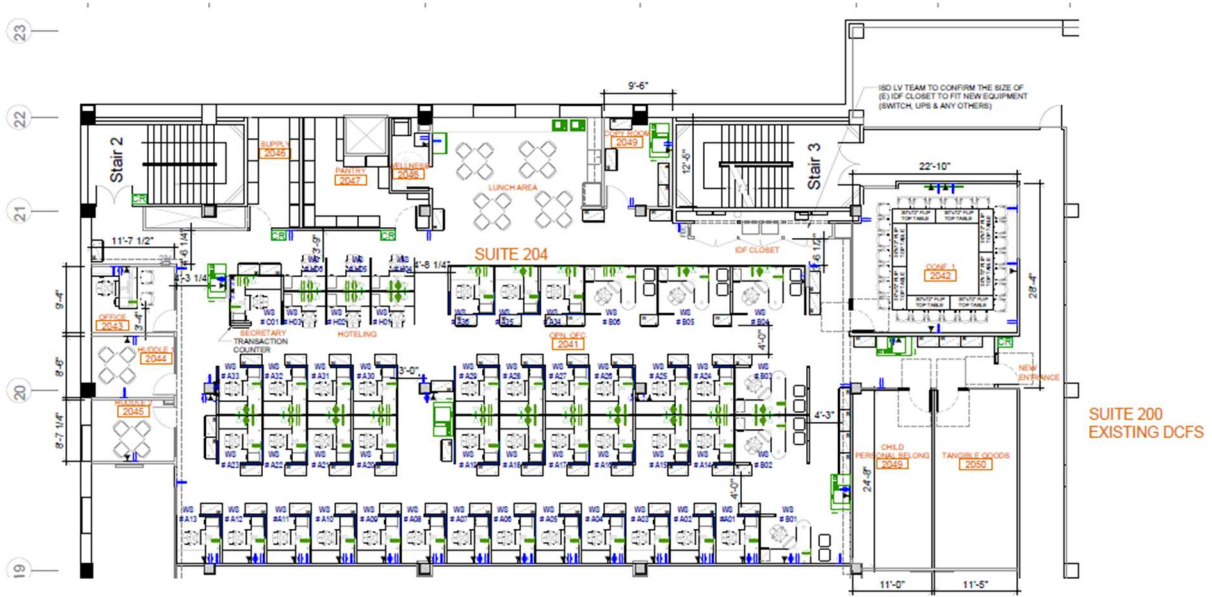


EXHIBIT B

COMMENCEMENT DATE MEMORANDUM AND CONFIRMATION OF LEASE TERMS

Reference is made to that certain Lease Agreement ("Lease") dated _____, 20__, between County of Los Angeles, a body corporate and politic ("Tenant"), and 5757 Wilshire LLC, a _____ ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the building located at 5757 Wilshire Blvd Los Angeles, CA 90036 ("Premises"),

Landlord and Tenant hereby acknowledge as follow:

- 1) Landlord delivered possession of the Expansion Premises to Tenant in a Substantially Complete condition on _____ ("Possession Date");
- 2) Tenant has accepted possession of the Expansion Premises and now occupies the same;
- 3) The Lease commenced on _____ ("Commencement Date");
- 4) The Premises contain _____ rentable square feet of space; and

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

Tenant:

Landlord:

COUNTY OF LOS ANGELES,
a body corporate and politic

_____,
a _____

By: _____
Joyce Chang
Senior Manager

By: _____
Name _____
Its _____

EXHIBIT C

HEATING, VENTILATION AND AIR CONDITIONING

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

EXHIBIT D

CLEANING AND MAINTENANCE SCHEDULE

A. DAILY (Monday through Friday)

1. Carpets vacuumed.
2. Composition floors dust-mopped.
3. Desks, desk accessories and office furniture dusted 3 days a week (M-W-F). 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. Lavatories, toilets and toilet rooms cleaned and mopped. Toilet supplies replenished.
8. Bulb and tube replacements, as required.
9. Emergency exit signage and egress battery replacement (if applicable)
10. Graffiti expunged as needed within two working days after notice by Tenant.
11. Floors washed as needed.
12. Standard kitchen/lunchroom/restroom supplies replenished, limited to, paper supplies and soap.

B. WEEKLY

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

C. MONTHLY

15. High-reach areas, door frames and tops of partitions dusted.
16. Picture moldings and frames dusted.
17. Carpet professionally spot cleaned as required to remove stains.
18. Building standard HVAC chiller water checked for bacteria, water conditioned as necessary. Tenant supplemental units will continue to be maintained by Tenant.

D. QUARTERLY

19. Ceiling vents vacuumed.
20. Floors washed and waxed in uncarpeted office area.
21. Light fixtures cleaned and dusted, but not less frequently than quarterly.
22. Building standard HVAC units serviced for preventative maintenance purposes, all filters changed. Tenant supplemental units will continue to be maintained by Tenant.

E. SEMI-ANNUALLY

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

F. ANNUALLY

24. All carpeted areas to be professionally cleaned.

G. AS NEEDED

25. 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.
26. 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.
27. Interior and exterior pest control inspections and remediation frequency is to be determined by a licensed exterminator.
28. All HVAC ducts cleaned as needed, but no less than every five (5) years.
29. As needed but not more frequent than once per year, Bathroom and any other ceramic tile surfaces professionally cleaned. All grout and porous surfaces resealed with a professional grade sealant.

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
Loan #527581:11

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"), 5757 Wilshire LLC, a Delaware limited liability company, ("Borrower") and JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.), a Michigan corporation, ("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.

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 and only to the extent that 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 and only to the extent 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 Landlord's rights or 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: JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)
c/o Real Estate Finance Group
197 Clarendon Street, C-2
Boston, MA 02116
Reference Loan No. 527581:11

To Borrower: 5757 Wilshire LLC
5757 Wilshire Blvd
Suite 380
Los Angeles California 90036

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. Lender's Right to Cure. Notwithstanding anything to the contrary in the Lease or this Agreement, Tenant shall provide Lender with written notice of any default of Landlord under the Lease (which can be a copy of the notice provided to the Landlord) if such default is of such a nature as to give the Tenant a right to terminate the Lease, to reduce rent thereunder or to credit or offset any amounts against future rents, and will not seek to terminate the Lease or reduce the rent or credit or offset against rent or claim a partial or total eviction until giving such notice and providing Lender a period in which to cure the breach or default by Landlord equal to the greater of: (i) sixty (60) days, and (ii) the cure period provided to Landlord under the Lease for the applicable default, in each case calculated from the giving of such notice, provided, however, as to any breach or default by Landlord the cure of which requires possession and control of the Property or Premises, Lender's cure period shall continue for such additional time as Lender may reasonably require to either obtain possession and control of the Property or Premises and thereafter cure the breach or default with reasonable diligence, or obtain the appointment of a receiver pursuant to any court proceeding, or otherwise, and give such receiver a reasonable period of time in which to cure the default. Lender shall have no obligation to cure (and shall have no liability or obligation for not curing) any breach or default by Landlord, except to the extent that Lender agrees otherwise in writing.

8. Miscellaneous Provisions.

(a) 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.

(b) Tenant acknowledges and agrees that it shall not terminate the Lease in the event of a default by Landlord unless Tenant provides Lender written notice and an opportunity to cure as described in Paragraph 7 above. In addition, Tenant agrees that it shall pay to Lender any and all termination fees or other consideration to be paid to Landlord in connection with any

termination or cancellation and Landlord, by its execution hereof, hereby directs Tenant to make such payments or provide such other consideration to Lender.

(c) Tenant covenants and acknowledges that it has no right or option of any nature whatsoever, whether pursuant to the Lease or otherwise, to purchase the Premises or the Property, or any portion thereof or any interest therein. Tenant hereby acknowledges and agrees that to the extent that Tenant has, or hereafter acquires, any such right or option, any such right or option is subject and subordinate to the Mortgage. Notwithstanding the foregoing, such right or option shall remain in effect, but (i) such right or option shall not apply to any Transfer of the Premises or the Property, and (ii) Lender shall have no obligation to release or discharge the Premises or the Property from the lien of the Mortgage unless and until Lender shall receive payment in full of all outstanding principal, accrued interest, fees, costs, expenses (including without limitation, reasonable attorneys' fees and expenses) and prepayment premium, if any. Tenant further acknowledges and agrees that any right of Tenant to cancel the Lease in order to relocate to property other than the Property to be leased or purchased from Landlord, and any right of Tenant to any inducement to be provided by Landlord but not set forth in the Lease shall be extinguished by any Transfer.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Agreement has been signed and delivered as of the date and year first above set forth.

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

By: _____
Name: _____
Title: _____

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)

BORROWER: 5757 Wilshire Blvd. LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____)

COUNTY OF _____)

On this ____ day of _____, 20__, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose(s) as a/an _____ for _____, a _____.

Signature of Notary

(Seal)

My commission expires: _____

LENDER:
JOHN HANCOCK LIFE INSURANCE
COMPANY (U.S.A.), a Michigan
corporation

By: _____
Name: _____
Title: _____
duly authorized

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF SUFFOLK)

On this ____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose(s) as a/an _____ for John Hancock Life Insurance Company (U.S.A.), a Michigan corporation.

Signature of Notary (Seal)

My commission expires: _____

EXHIBIT F

TENANT ESTOPPEL CERTIFICATE

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

Attn: _____

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

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

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

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

(b) The current Rent is set forth above.

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

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

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

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

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

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

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

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

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

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

COUNTY OF LOS ANGELES,
a body corporate and politic

By: _____
Name: _____
Title: _____

EXHIBIT G

COMMUNITY BUSINESS ENTERPRISE FORM

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

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

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

II. PERCENTAGE OF MINORITY/WOMEN OWNERSHIP IN FIRM

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

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

	<hr/> <hr/>
--	-------------

EXHIBIT H

MEMORANDUM OF LEASE

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

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

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

MEMORANDUM OF LEASE

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

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

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

Dated: _____, 20__.

LANDLORD: _____

By: _____
Its: _____

By: _____
Its: _____

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT
Chief Executive Officer

By: _____
John T. Cooke
Assistant Chief Executive Officer

ATTEST:

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

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Senior Deputy

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

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

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

personally appeared _____,
Name of Signer(s)

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

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

WITNESS my hand and official seal.

Signature (Seal)

EXHIBIT I

LANDLORD'S WORK LETTER

LANDLORD'S WORK LETTER

For

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

COUNTY OF LOS ANGELES, as Tenant

LANDLORD: 5757 Wilshire, LLC

Property Address: 5757 Wilshire Blvd, Los Angeles, CA

LANDLORD'S WORK LETTER

This Work Letter supplements the Lease Agreement (the "Lease") dated _____, 2024, executed concurrently herewith, by and between 5757 Wilshire, LLC, as Landlord, and COUNTY OF LOS ANGELES, a body corporate and politic, as Tenant, covering certain Premises described in the Lease. Terms capitalized but not otherwise defined herein shall have the meanings ascribed to them in the Lease.

This Work Letter specifically pertains to the Expansion Premises described in the Lease, except for Section 19 hereof which sets forth the work that Landlord shall perform to the Initial Premises.

The parties hereby agree as follows:

1. Basic Work Letter Information. The following terms as used herein shall have the meanings provided in this Section unless otherwise specifically modified by provisions of this Work Letter.

- | | |
|---|---|
| (a) <u>Total TI Costs</u> | \$1,443,750.00 (i.e., \$175.00 per rentable square foot of the Expansion Premises) |
| (i) <u>Landlord's TI Allowance</u> | \$412,500.00 (i.e., \$50.00 per rentable square foot of the Expansion Premises) |
| (ii) <u>Tenant's TI Contribution</u> | \$1,031,250.00 (i.e., \$125.00 per rentable square foot of the Expansion Premises) |
| (b) <u>TI Amortization Rate and Change Authorization Amortization Rate:</u> | Fixed seven percent (7%) per annum |
| (c) <u>Tenant's Work Letter Representative</u> | Tina Hovsepian or an assigned staff person of the Chief Executive Office-Real Estate Division |
| (d) <u>Landlord's Work Letter Representative</u> | Mark Davidson or an assigned staff person of the Landlord |
| (e) <u>Landlord's Address for Work Letter Notices</u> | 5757 Wilshire Boulevard
Suite 380
Los Angeles, California 90036
Attention: Property Manager and Mark Davidson
Email: Anson.kong@sagafraplaza.com ;
mark.davidson@jhsnyder.net |
| (f) <u>Tenant's Address for Work Letter Notices</u> | 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 |

(g) <u>Addenda</u>	Addendum A: Improvements	Base Building
	Addendum B:	Tenant Improvements
	Addendum C: and Final TI Summary	Form of Preliminary Cost

2. Construction of the Building.

2.1 Base Building Improvements. Landlord has constructed or shall construct the base building improvements described on Addendum A hereto (the "Base Building Improvements") as a part of the Building. If the Base Building Improvements must be changed or added to in order to accommodate the special needs of Tenant in the Expansion Premises, such changes or additions shall not be considered Tenant Improvements (as defined below) unless such changes or additions are specifically described in Addendum B hereto.

2.2 Additional Costs Not Total TI Costs.

(a) If the Building as initially constructed does not comply with current life-fire safety codes, disabled access codes (including, without limitation, the Americans with Disabilities Act of 1990 (ADA), and/or earthquake safety codes, and Landlord incurs increased design or construction costs that it would not have incurred if the Building had been in compliance with such codes, then such costs shall not be included in the calculation of Total TI Costs (as defined below), and Tenant shall have no financial responsibility for such costs.

(b) Landlord must identify all noncompliant code related items within the Premises and path of travel to the Premises including but limited to common areas utilizing an independent third-party expert at Landlord's sole cost and expense. Any work that Landlord must undertake to cause the Expansion Premises to comply with the access requirements of the ADA or to make existing building systems, including but not limited to electrical service and HVAC equipment, fully operational shall be at Landlord's sole cost and expense. Total TI Costs shall not include any costs associated with (i) asbestos abatement or compliance with the Hazardous Materials provision of the Lease, including all expenses associated with curing any "Sick Building Syndromes", (ii) fire sprinkler system installation or upgrade (excluding any modification or the existing branches and tees to conform to Tenant's Final Plans), (iii) conversion of air conditioning systems to eliminate use of CFC refrigerants that are harmful to the atmosphere, (iv) utility costs incurred during construction, (v) costs incurred in order to cause the Expansion Premises to comply with any mechanical or electrical requirements set forth in the Lease, nor (v) supervision or overhead costs of Landlord.

(c) Landlord shall be solely responsible for all costs and expenses necessary to increase and / or maintain permitted structural floor loading in order to accommodate Tenant's libraries, file rooms, unusual live loads and other such uses.

(d) Omitted.

2.3 Base Building Plans. Landlord has delivered to Tenant complete and accurate "as built" plans and specifications for the Expansion Premises in an AutoCAD 2015 (or later version) and Adobe PDF electronic format via USB flash drive and set-up of a web-based download link. If Tenant incurs additional costs because such plans and specifications are incomplete or inaccurate, then any delay caused thereby shall not be a Tenant Delay (as defined below), but shall be deemed to be a delay caused by Landlord, and Landlord shall pay for any increased costs caused by such delay.

2.4 Survey. Where 'as-built' plans are missing, Landlord must perform a survey of existing space, which shall include existing floor plans and mechanical, electrical, and plumbing systems. The survey shall be at Landlord's sole cost and expense. Landlord shall submit such survey to the

Tenant such that the initial Space Plan (as defined in Section 5.1) can be modified to conform to the existing conditions.

3. Selection of Architect. Landlord shall not proceed with any bid solicitation for architectural services until final space plan is furnished to the Landlord. Once Landlord receives the final space plan, Landlord shall promptly solicit at least three (3) proposals from qualified licensed architects familiar with all applicable laws and building requirements detailing a scope of work sufficient to complete the Working Drawings (as defined below). Landlord shall select an architect, subject to Tenant's acceptance, which shall not be unreasonably withheld, and which acceptance (or rejection for reasonable reasons) shall be granted within five (5) calendar days after Landlord has submitted the name of the selected architect to Tenant, together with detailed proposals outlining the cost for design/engineering services. This procedure shall be repeated until Tenant accepts an architect (the "Architect"), and Tenant's written acceptance has been delivered to and received by Landlord.
4. Selection of Contractor. The Final Plans (as defined below) and a proposed construction contract accepted by Tenant shall be submitted to a sufficient number of qualified contractors, selected by Landlord, so that a minimum of three (3) bids are received. Each contractor shall be requested to submit a sealed fixed price contract bid price (on an American Institute of Architects (AIA) form) to construct the Tenant Improvements depicted on the Final Plans. Landlord shall select the most qualified bidder offering the most advantageous combination, in Landlord's reasonable opinion, of professionalism, quality of work, timeframe to complete the work, and lowest price after adjustments for inconsistent assumptions, and Landlord shall submit all bids, along with Landlord's recommendation, to Tenant for Tenant's review and acceptance, which Tenant shall not unreasonably withhold or delay. Following Tenant's acceptance, Landlord shall enter into a construction contract (the "Construction Contract") with the lowest qualified bidder (the "Contractor") to construct the Tenant Improvements, consistent with the terms of the accepted bid.
5. Preparation of Plans and Specifications and Construction Schedule.
 - 5.1 Preparation of Space Plan. Concurrently with the execution of this Lease, Tenant shall submit to Landlord specifications for the Premises, which shall include a space plan, and when available, low voltage and furniture plans and shall depict, without limitation, all demising walls, corridors, entrances, exits, doors, and interior partitions, and the locations of all offices, conference rooms, computer rooms, mini-service kitchens, and the reception area, library, and file room (collectively, the "Space Plan").
 - 5.2 Preparation and Review of Working Drawings. Within thirty (30) days after the date the Space Plan is submitted to Landlord (the "Plan Submission Date"), Landlord shall instruct the Architect to commence preparation of working drawings (the "Working Drawings"), which shall (a) be consistent with the Space Plan and the Preliminary TI Cost Summary (as defined below), (b) be compatible with the design, construction and equipment of the Building, (c) comply with all applicable laws, (d) be capable of physical measurement and construction, (e) contain all information required for the construction of the Tenant Improvements and the preparation of the Engineering Drawings (as defined below), and (f) include all partition locations, plumbing locations, air conditioning system and duct work, special air conditioning requirements, reflected ceiling plans, office equipment locations, and special security systems. The Working Drawings may be submitted in one or more stages and at one or more times provided that a schedule to submit the Working Drawings is provided to, and approved by, the Tenant. Landlord shall provide Tenant the Working Drawings, or such portion thereof as has been submitted, for Tenant's review and acceptance. Landlord shall be solely responsible for ensuring that the Working Drawings fully comply with all applicable building codes and cover any expenses that result from the errors, omissions or inconsistencies in the Architect's Instruments of Service.
 - 5.3 Preparation and Review of Engineering Drawings. Landlord shall cause the Architect to coordinate with an engineering firm (the "Engineer") and to integrate all engineering drawings prepared by the Engineer, including but not limited to complete mechanical, electrical, and plumbing plans

("Engineering Drawings"), into the Working Drawings. The Engineering Drawings may be submitted in one or more stages and at one or more times for Tenant's review and acceptance.

- 5.4 Integration of Working Drawings and Engineering Drawings into Final Plans. After Tenant has accepted the Engineering Drawings, Landlord shall cause the Architect to integrate the accepted Working Drawings with the accepted Engineering Drawings (collectively "Final Plans") and deliver the Final Plans to Tenant for Tenant's review in an AutoCAD 2015 (or later version) and Adobe PDF electronic format via USB flash drive and set-up a web-based download link. The Final Plans shall be suitable for plan check review and permitting by local agencies having jurisdiction, for the layout, improvement and finish of the Expansion Premises consistent with the design and construction of the Base Building Improvements, including electrical and mechanical drawings, capacity reports, dimensioned partition plans, floor and wall finish plans, reflected ceiling plans, power, telephone communications and data plans, life safety devices, construction detail sheets including millwork detail plans showing the location of partitions, light fixtures, electrical outlets, telephone outlets, sprinklers, doors, equipment specifications (including weight specifications and cooling requirements), power requirements (including voltage, amps, phase, and special plugs and connections), wall finishes, floor coverings, millwork and other Tenant Improvements. Landlord's review of the Space Plan, Working Drawings, Engineering Drawings, and Final Plans shall be at Landlord's sole cost and expense.
- 5.5 Tenant's Plan Review and Acceptance. Tenant shall accept or reject the Working Drawings, the Engineering Drawings and the Final Plans, in each case, within twenty-one (21) calendar days after Tenant receives the applicable plans and drawings from Landlord, which acceptance shall not be unreasonably withheld. If Tenant reasonably rejects any such plans or drawings, then Tenant shall notify Landlord thereof, specifying in detail the reason for such rejection, in which case Landlord shall revise the applicable plans or drawings and deliver revised plans or drawings to Tenant within fourteen (14) calendar days after receipt of Tenant's rejection notice; Tenant shall accept or reject the such revised plans or drawings within ten (10) calendar days after Tenant receives the applicable revised plans and drawings from Landlord. This procedure shall be repeated until the applicable plans are accepted by Tenant. Tenant's acceptance of the Working Drawings, Engineering Drawings and/or the Final Plans shall not be deemed to be a representation by Tenant as to the adequacy or correctness of the design of the Tenant Improvements, which shall be Landlord's sole responsibility.
- 5.6 Schedule. Within twenty-one (21) calendar days of the Plan Submission Date, Landlord shall submit to Tenant a detailed baseline construction schedule, subject to acceptance by Tenant, which shall not be unreasonably withheld, setting forth the completion dates of certain project milestones, including but not limited to completion of Working Drawings, completion of Engineering Drawings, submission of plans to local jurisdiction for review, issuance of building permit, submission of plans to contractors for bidding, award of the Construction Contract, construction commencement date, interim schedule milestone dates, and the date of Substantial Completion. The schedule shall be apportioned by construction activity and include time required for the completion of each portion of the work. As the construction continues, Landlord shall amend the construction schedule at least once each month to reflect any changes to the projected dates, and Landlord shall promptly submit the revised construction schedules to Tenant. If the amended construction schedule identifies delays to the project's critical path, the Landlord shall provide a recovery schedule and/or request for a contract time extension.
- 5.7 Submittals. The Landlord shall submit to Tenant any Shop Drawings, Product Data Sheets / Samples or similar submittals required by the Final Plans in coordination with the construction schedule and with reasonable promptness, so as not to cause any delay in the construction of the Tenant Improvements. The purpose of Shop Drawings, Product Data, Samples and similar submittals is to demonstrate the way by which the Contractor proposes to construct a design concept expressed in the Final Plans. "Shop Drawings" include drawings, diagrams, schedules and other data specially prepared by the Contractor or a subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Tenant Improvements. "Product Data Sheets / Samples" include illustrations, summary performance charts, instructions, brochures, diagrams,

manufacturer specifications and other information furnished by the Landlord to illustrate materials or equipment for some portion of the Tenant Improvements. "Samples" are physical examples that illustrate materials, equipment or workmanship for some portion of the Tenant Improvements. The Contractor shall construct no portion of the Tenant Improvements for which the Final Plans require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been reviewed and accepted by the Architect.

6. Landlord's TI Cost Summary and Payment of Total TI Costs.

- 6.1 Cost Summary. Within fourteen (14) calendar days after the Plan Submission Date, Landlord shall submit to Tenant a preliminary cost summary for the Tenant Improvements in a format similar to Addendum C attached hereto (the "**Preliminary TI Cost Summary**"). The amount of the Preliminary TI Cost Summary will not exceed the sum of Landlord's TI Allowance and Tenant's TI Contribution, provided that Tenant has engaged an experienced and qualified construction project manager who uses all best efforts to control the scope of the Tenant Improvements in a manner that will keep the costs thereof within the amount of the sum of Landlord's TI Allowance and Tenant's TI Contribution. The Preliminary TI Cost Summary shall be revised into final form within ten (10) days after the date that the Contractor is selected and will be referred to herein as the "**Final TI Cost Summary**". Tenant shall have fourteen (14) calendar days after the date of receipt of the Final TI Cost Summary to accept or reject the Final TI Cost Summary, including but not limited to any Contractor overhead, profit and/or general conditions costs included therein; provided, however, that any proposed increase to Tenant's TI Contribution shown on the Final TI Cost Summary shall not be effective unless approved in a separate written agreement executed by Landlord and Tenant. Tenant's failure to accept or reject the Final TI Cost Summary in writing within such period shall be deemed to be rejected. Construction of the Tenant Improvements shall not begin until Tenant accepts the Final TI Cost Summary in writing. If Tenant rejects the Final TI Cost Summary due to matters related to cost and the Final TI Cost Summary is ten percent (10%) or more higher in cost than projected in the Preliminary TI Cost Summary, then, at Tenant's request, Landlord shall cause the Architect and the Engineer to redesign the Tenant Improvements, at Landlord's sole expense, to comply with the Preliminary TI Cost Summary, and any delay caused by the necessity to rebid or redesign the Tenant Improvements shall not be considered a Tenant Delay. If Tenant rejects the Preliminary TI Cost Summary or the Final TI Cost Summary, the parties shall promptly confer to resolve all issues relating thereto.
- 6.2 Landlord's TI Allowance and Tenant's TI Contribution. All improvements required by the Final Plans, as further described in Addendum B hereto, and any and all modular furniture described in the Modular Specifications (as defined below) shall be referred to herein, collectively, as "Tenant Improvements" or "TI." Costs of Tenant Improvements shall include costs for furniture, soft costs, and any other costs approved in writing by Tenant (collectively "Total TI Costs"), all of which must not exceed the sum of Landlord's TI Allowance, Tenant's TI Contribution, and the cost of any Change Authorizations (as defined below) that are approved in writing by both parties. Landlord shall be solely responsible for any delay or increased cost in completing the Tenant Improvements, except for Tenant Delay. Except as otherwise provided herein, all Total TI Costs shall be paid by Landlord and deducted from Landlord's TI Allowance. If the Total TI Costs exceed Landlord's TI Allowance, then Tenant may authorize Landlord to pay the overage in an amount not exceeding Tenant's TI Contribution. Thereafter, Tenant shall pay such overage to Landlord as provided in Section 6.3 below.
- 6.3 Method of Payment. Tenant shall be obligated to pay Landlord that portion of Tenant's TI Contribution used to pay for any Total TI Costs in excess of Landlord's TI Allowance in accordance with the Lease, provided that the following conditions have been met: (i) Tenant Improvements are Substantially Complete (as defined in the Lease); (ii) Landlord has provided Tenant with all documentation substantiating all Tenant Improvements' expenses, including without limitation, receipts, invoices, proof of payment, unconditional lien releases and approved changed orders; and (iii) Tenant has reconciled all Tenant Improvements' costs to determine and confirm the total Tenant Improvements amount spent and the amount of Tenant's TI Contribution owed to Landlord. At Tenant's election, such payment may be made (a) in a lump sum paid within thirty (30) days

following the satisfaction of conditions (i) – (iii) above, or (b) in equal monthly payments based upon the Estimated Monthly Payments (as defined in Lease Section 1.2(d)), which are amortized over the Tenant's TI Payment Period at the TI Amortization Rate. Notwithstanding the foregoing, (x) if the total Tenant's TI Contribution used to pay for the Total TI Costs in excess of Landlord's TI Allowance is less than the Tenant's TI Contribution (as defined in Lease Section 1.2(b)), then the Estimated Monthly Payments shall be revised based upon actual TI Costs in excess of the Landlord's TI Allowance amortized over the Tenant's TI Payment Period at the TI Amortization Rate, and (y) Tenant may, at any time during the Term before the end of the Tenant's TI Payment Period, prepay all or any portion of the Total TI Costs in excess of the Landlord's TI Allowance and pay any remaining amount in equal monthly payments, amortized over the Tenant's TI Payment Period at the TI Amortization Rate. For such purposes, "**Tenant's TI Payment Period**" means the period beginning on the Commencement Date for the Expansion Premises and ending on the 84th month following the Commencement Date of the Lease for the Expansion Premises.

6.4 Base Rent Credit for Unused Portions of Landlord's TI Allowance. If the Total TI Costs are less than the Landlord's TI Allowance, then the amount of any unused portion of the Landlord's TI Allowance shall be applied as a credit against the next installment(s) of Base Rent due under the Lease.

7. Construction of Tenant Improvements.

7.1 Tenant Improvements. Tenant Improvements to be constructed by Landlord are described more particularly on Addendum B hereto.

7.2 Bids. Unless waived by Tenant in writing, any major contractors, subcontractors and material suppliers providing labor and/or materials for the Tenant Improvements shall be selected only after a minimum of three (3) bids have been solicited from responsible and qualified persons. The bids shall include an itemized list of all materials and labor and shall include all additional costs, including architects and engineering fees, permits, reasonable contractor's profit and overhead, and project management fees. Landlord shall also obtain a minimum of three (3) bids from responsible and qualified bidders for the purchase and installation of Tenant's office furniture system, if applicable, in accordance with Section 9.1 below.

7.3 Permits. Landlord shall obtain the approval of all applicable governmental authorities and all permits required for the Tenant Improvements, promptly after Tenant's acceptance of the Final Plans. Thereafter, Landlord shall resubmit the revised Final Plans for plan check approval and shall incorporate any requested comments from the applicable governmental authorities into the Final Plans prior to soliciting bids from contractors pursuant to Section 4 hereof. The foregoing permit and plan check approval costs shall be included in the calculation of Total TI Costs.

7.4 Commencement of Construction. Landlord shall commence construction of the Tenant Improvements within twenty-one (21) calendar days after Tenant's acceptance of the Contractor pursuant to Section 4 hereof. Contractor shall obtain the building permit for the Tenant Improvements prior to the commencement of construction. Thereafter, Landlord shall diligently proceed to construct and complete all Tenant Improvements in a good and workmanlike manner, subject only to any cessation that may be caused by Force Majeure Delays (as defined below).

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

(a) Notice of Nonresponsibility. Landlord and the Contractor shall cooperate with Tenant in posting a notice or notices of nonresponsibility by Tenant in compliance with California Civil Code Section 8444.

(b) Decorating Decisions. All design and programming, space planning and interior decorating services, such as selection of wall paint colors and/or wall coverings, furniture, fixtures, flooring and base, and any other decor selection efforts required by Tenant and included

in the approved Final Plans, shall be provided by Landlord, in accordance with the approved Final Plans, and shall be included in the calculation of Total TI Costs. Landlord shall consult with Tenant with respect to all such decorating services and decisions.

- (c) Warranties. Landlord warrants that the Tenant Improvements shall be free from any defects in workmanship and materials for a period of not less than two (2) years from the date of Substantial Completion (as defined in the Lease). Landlord shall require each contractor and subcontractor to provide warranties of like duration in all construction contracts relating to the Tenant Improvements and, upon Tenant's request, Landlord shall assign to Tenant any such warranties relating to the Tenant Improvements. Patent defects in the Tenant Improvements shall be brought to Landlord's attention promptly. Latent or hidden defects in the Tenant Improvements shall be brought to Landlord's attention promptly upon Tenant's becoming aware of such defects. Landlord, at Landlord's sole cost and expense to the extent covered by warranty, shall promptly cause such defects to be repaired following receipt of notice thereof, and Tenant shall have the same rights with respect thereto as set forth herein for all other punch-list items.
- (d) Clean-Up and Substandard Work. Landlord will be responsible for all clean-up with respect to the Tenant Improvements (which shall be included in the calculation of Total TI Costs), whether in the Premises or in other areas utilized by Landlord or its contractors, and Landlord agrees to reimburse Tenant for any and all expenses incurred by Tenant by reason of substandard work performed by Landlord's contractor or contractors (as reasonably determined by Tenant according to the usual standards of work in the Building) or as a result of inadequate clean-up.
- (e) Compliance with Laws. The Premises shall comply with all applicable city, county, state and federal building codes, regulations and ordinances currently in effect and applicable and required for beneficial occupancy, including but not limited to all provisions of the California Labor Code. Without limiting the generality of the foregoing, construction of the Tenant Improvements shall comply with all applicable laws and regulations, including but not limited to the provisions of the California Labor Code relating to the payment of prevailing wages on public works projects, unless the work is otherwise exempt therefrom pursuant to the California Labor Code. Under the provisions of the Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly wage rate and details pertinent thereto for each craft, classification, or type of workman or mechanic needed for the construction of the Tenant Improvements. Particulars of the current prevailing wage scale, as approved by the Board of Supervisors, which are applicable to the work, are filed with the Clerk of the Board of Supervisors and must be posted at the site. Notwithstanding the foregoing or any language to the contrary contained herein, the payment of prevailing wages according to the current prevailing wage scale and compliance with applicable prevailing wage statutes shall be required where there is a Tenant's TI Contribution made towards the Total TI Costs of the Tenant Improvements to be performed.
- (f) Access During Construction. Tenant shall have the right to conduct site visits to observe progress of the Tenant Improvements during the course of construction. Additionally, pursuant and subject to Section 4.3 of the Lease, Tenant shall be entitled to enter the Expansion Premises at least thirty (30) calendar days prior to the Commencement Date for the purpose of installing Tenant's furniture, fixtures and equipment in the Expansion Premises. Landlord and Tenant shall use reasonable good faith efforts to coordinate the work of their respective contractors to achieve timely completion of the Tenant Improvements and Tenant's installation work.

7.6 Completion/Close Out. The Expansion Premises shall not be considered Substantially Complete until the Tenant Improvements have been completed in accordance with the Final Plans and Section 4.1 of the Lease, subject only to the completion of minor punch-list items that will not interfere with Tenant's use and occupancy of the Expansion Premises for Tenant's permitted and intended use under the Lease. Upon Substantial Completion of the Tenant Improvements,

Landlord shall notify Tenant in writing and, within five (5) calendar days of Tenant's receipt of such notice, Landlord and Tenant shall conduct a "walk-through" inspection of the Expansion Premises and prepare a punch-list of known or apparent deficiencies or incomplete work (pursuant to the accepted Final Plans) required to be corrected or completed by Landlord. Landlord, at Landlord's sole cost and expense, shall cause all punch-list items to be repaired or completed as soon as possible, but in no event later than thirty (30) days following the walk-through inspection. If Landlord fails to complete any of the punch-list items within such 30-day period, then Tenant, in addition to its other rights and remedies under the Lease, after giving ten (10) days written notice to Landlord, shall have the right, but not the obligation, to cause such punch-list items to be completed, with the cost thereof plus ten percent (10%) for Tenant's overhead and supervision to be deducted from the next installment(s) of rent or other amounts payable by Tenant under the Lease.

7.7 Conformed Plans. Within sixty (60) days after Substantial Completion of the Tenant Improvements and Landlord's receipt from the Contractor of all field changes, Landlord shall submit to Tenant a set of conformed plans ("as-builts") incorporating, in accordance with standard industry custom and practice, field changes made and changes and/or revisions that have been made subsequent to the submission of the Final Plans. Such "as-built" or "record documents" shall be submitted in an AutoCAD 2015 (or later version) format, along with one complete set of plans and specifications Adobe PDF electronic format via USB flash drive and set up of a web-based download link.

8. Requests for Change. Tenant and Landlord may request changes, additions, deletions or substitutions in the Final Plans (each, a "**Request for Change**"), provided that the requesting party must submit a written request to the other party and that Requests for Change will not be effective unless approved in writing by both Tenant and Landlord (a "**Change Authorization**"). Only the County's Chief Executive Officer or his/her designee is authorized to execute Change Authorizations on behalf of Tenant. If Tenant requests any changes or substitutions to the Tenant Improvements after the Final Plans and the Final TI Cost Summary have been accepted ("**Tenant-Requested Changes**"), then any additional costs related thereto in excess of Landlord's TI Allowance shall be paid by Tenant, provided that Tenant executes a written Change Authorization prior to the performance of the applicable work. Tenant shall be obligated to pay Landlord for the Tenant Request for Change as part of Tenant's portion of Tenant's TI Contribution used to pay for any Total TI Costs in excess of Landlord's TI Allowance as defined in Section 6.3. Landlord shall be solely responsible for the cost of any Change Authorizations or other Requests for Change unless they are Tenant-Requested Changes approved by the Chief Executive Officer or his/her designee, or unless they are requests specific to the Tenant Improvements in the Premises that are made by the City of Los Angeles permitting and inspection authorities only as it relates to the tenant improvements outlined in Addendum B. Landlord shall submit to the Chief Executive Officer or his/her designee with each Request for Change: (i) the specific cost of the requested change, (ii) the cumulative net total cost of all Change Authorizations previously executed, and (iii) an estimate of the number of days by which the construction time will be increased or shortened if the Request for Change is approved. Each Change Authorization must be signed and dated by Tenant department, Landlord and the Chief Executive Officer or his/her designee in order to be effective.

9. Furniture System.

9.1 Tenant shall deliver to Landlord within fourteen (14) calendar days after the date of full execution of this Work Letter, modular furniture plans and specifications (the "Modular Specifications"). Based on the Modular Specifications, Landlord and /or Landlord's architect shall prepare a modular furniture specifications bid package for submission to no less than three (3) furniture vendors. The bid package shall be broken down into separate line items for material, delivery, and sales tax, and each furniture item shall be broken down by unit price, quantities, description and specification. Prior to submission for bids, Landlord shall review the bid package with Tenant, and Tenant shall have the right to accept or reject the bid package. Landlord shall order the modular furniture set forth in the Modular Specifications and install the same within the Expansion Premises, all of which shall be a Total TI Cost, payable by Landlord and/or Tenant as provided in Section 6.2 and Section 6.3 hereof. Tenant's acceptance of any bid package shall not

be deemed to be a representation by Tenant as to the adequacy or correctness of any specifications contained therein.

9.2 Alternatively, Tenant may elect to finance the cost of modular furniture through lease-purchase financing with a third-party lender ("Creditor"). If Tenant elects to enter into a lease-purchase financing of any furniture or telecommunications equipment (individually or collectively, "Personal Property") through a Creditor, Landlord expressly agrees as follows:

(a) The Personal Property shall not become part of the real property, but shall remain personal property removable by the Creditor and its assigns, provided that any damage to the Building or the Expansion Premises caused by such removal shall be repaired by Creditor.

(b) Landlord must receive written notice from Creditor of any plan by Creditor to remove the Personal Property from the Building.

(c) This Section 9.2 shall be binding on the representatives, successors and assigns of all parties hereto and shall inure to the benefit of the successors-in-interest to all parties hereto.

(d) Landlord hereby waives any right to gain possession of any of Personal Property during the term of the Lease.

10. Total TI Costs Adjustment and Right to Audit. Within ten (10) business days of the issuance of a Certificate of Occupancy for the Expansion Premises or a final sign-off by the County of Los Angeles, whichever occurs first, Landlord shall provide to Tenant a statement showing (a) all Total TI Costs in reasonable detail and sorted into the same line items as the Final TI Cost Summary, and (b) the amount of Total TI Costs that is in excess of Landlord's TI Allowance and payable hereunder by Tenant to Landlord. Upon approval of such statement by Tenant, payments by either party pursuant to the Lease and this Work Letter shall be adjusted as appropriate based upon such statement. Tenant shall have the right to audit the Total TI Costs at any time after the date of Tenant's Acceptance of the Premises with respect to the Expansion Premises. If the audit shows that Tenant is entitled to a reduction in payments made by Tenant to the Landlord pursuant to this Work Letter, then Tenant shall provide Landlord with a copy of the audit summary, and inform Landlord if Tenant wants Landlord to pay Tenant the amount of any over-payment made by Tenant within thirty (30) calendar days or if Tenant will apply such amount as a credit against the next installment(s) of Base Rent due under the Lease, and any future payments owed by Tenant shall be adjusted as appropriate based upon the audit results. Landlord shall require the Contractor to include audit provisions in all subcontracts which allow Tenant to audit the subcontractors' books and records with respect to the Tenant Improvements.

11. Telephone/Computer Room and Equipment. As part of Tenant Improvement costs, Landlord shall ensure that the existing equipment room includes permanent power and HVAC, in compliance with the mutually approved Space Plan, Low-Voltage Plan and specifications provided by Tenant, at least thirty (30) calendar days prior to the Estimated Commencement Date. As part of Tenant Improvement costs, Landlord shall run conduit from the existing equipment room to the Expansion Premises, in compliance with the mutually approved Space Plan, Low-Voltage Plan and specifications provided by Tenant.

12. Delay.

12.1 Tenant Delays and Force Majeure Delays. Except as set forth in this Section 12, Tenant shall not be charged as a result of any delay in the construction of Tenant Improvements. Subject to the provisions of Section 12.2, the Estimated Commencement Date set forth in the Lease shall be extended one (1) day for each day that: (a) Tenant fails or refuses to give authorizations or approvals within the time periods required herein, (b) Tenant requests changes to the Final Plans after approval thereof, or (c) Tenant requests components, finishes or other materials not readily available within a commercially reasonable period of time in light of the anticipated construction schedule, where Tenant does not within three business days after being so informed by Landlord

select a readily available alternative, but only to the extent such delays delay the commencement or completion of construction of the Tenant Improvements (referred to herein as "Tenant Delay(s)"); or (b) Substantial Completion of the Tenant Improvements is delayed by lightning, earthquake, fire, storm, tornado, flood, washout, explosion, strike, lockout, labor disturbance, civil disturbance, riot, war, act of a public enemy, sabotage or other similar causes beyond the reasonable control of Landlord (referred to herein as "Force Majeure Delay(s)").

12.2 Limitations.

- (a) Notice. No Tenant Delay or Force Majeure Delay shall be deemed to have occurred unless, within two (2) business days of the event giving rise to such claim, Landlord provides Tenant with written notice in compliance with the Lease specifying that a delay is claimed to have occurred because of actions, inaction or circumstances specified in the notice in reasonable detail. If such actions, inaction, or circumstances qualify as a Tenant Delay or Force Majeure Delay, then a Tenant Delay or Force Majeure Delay, as applicable, shall be deemed to have occurred, commencing as of the date Tenant received such notice from Landlord.
- (b) Mitigation. Tenant Delays and Force Majeure Delays shall delay the Estimated Commencement Date only if Substantial Completion of the Tenant Improvements is delayed, despite Landlord's reasonable efforts to adapt and compensate for such delays, efforts which Landlord shall be obligated to make (provided that the additional cost incurred by Landlord due to such efforts does not exceed \$1,000 on a cumulative basis, unless Tenant agrees to pay to the excess).
- (c) Concurrent Delays. Tenant Delays and Force Majeure Delays shall be recognized hereunder only if they are not concurrent with any other Tenant Delay or Force Majeure Delay that is effective hereunder. For example, if fourteen (14) calendar days of Tenant Delays and six (6) calendar days of Force Majeure Delays occur during the same fourteen (14) calendar day period, then the Estimated Commencement Date would be extended by only fourteen (14) calendar days; on the other hand, if such Tenant Delays and Force Majeure Delays did not occur during the same period, then the Estimated Commencement Date would be extended by twenty (20) calendar days.
- (d) Change Authorizations. Landlord may not claim that a Tenant-Requested Change was the cause of a delay in the construction of the Tenant Improvements unless the anticipated delay is specified in writing in the executed Change Authorization and affects the Critical Path of the Construction Schedule.
- (e) Work Scope Precedence. In case of conflicts or discrepancies between or among this Landlord Work Letter, plans, and specifications, plans shall supersede specifications for quantity, specifications shall supersede plans for quality, and this Landlord Work Letter shall supersede both plans and specifications.

13. Tenant Remedies. If Landlord fails to obtain the building permit to construct the Tenant Improvements within one hundred eighty (180) days (plus any period of Tenant Delay and any period of Force Majeure) from mutual execution and delivery of the Lease, taking all factors into consideration, or if the Tenant Improvements in the Expansion Premises have not been completed within one hundred eighty (180) calendar days after the Estimated Commencement Date plus any period of Tenant Delay and any period of Force Majeure, then Tenant may, at its option:

- 13.1 Cancel the Lease for the Expansion Premises upon thirty (30) calendar days' written notice to Landlord; or
- 13.2 Upon thirty (30) calendar days' written notice to Landlord, assume the responsibility for constructing and/or completing the Tenant Improvements itself, but shall not construct or modify

any aspect of the Building structure or exterior or building systems and equipment. If Tenant elects to construct or complete the Tenant Improvements itself, then:

- (a) Tenant, its officers, employees, agents, contractors and assignees, shall have free access to the Expansion Premises and the Building at all reasonable times for the purpose of constructing the Tenant Improvements and for any other purposes reasonably related thereto; and
- (b) Base Rent shall be reduced by Tenant's total expense in constructing the Tenant Improvements, including any financing charges for capital and a reasonable amount for Tenant's administrative costs, and including interest at the rate of six percent (6%) per annum ("Tenant's Total Expense"). The rent reduction schedule shall be as mutually agreed to between the parties or, if no such agreement is made, Tenant's Total Expense shall be fully amortized in equal monthly amounts over five (5) years and deducted from the Base Rent payable under the Lease.

Any default by Landlord under the terms of this Work Letter shall constitute a Landlord Default under the Lease and shall entitle Tenant to exercise all remedies set forth in the Lease.

14. Representatives.

14.1 Tenant Representative. Tenant has designated Tenant's Work Letter Representative as its sole representative with respect to the matters set forth in this Work Letter who, until further notice to Landlord, shall have the full authority and responsibility to act on behalf of Tenant as required in this Work Letter and whose address, for purposes of any notices to be given regarding matters pertaining to this Work Letter only, is Tenant's Address for Work Letter Notice as set forth in Section 1.2 of the Lease.

14.2 Landlord Representative. Landlord has designated Landlord's Work Letter Representative as its sole representative with respect to the matters set forth in this Work Letter who, until further notice to Tenant, shall have the full authority and responsibility to act on behalf of Landlord as required in this Work Letter and whose address, for purposes of any notices to be given regarding matters pertaining to this Work Letter only, is Landlord's Address for Work Letter Notice as set forth in Section 1.2 of the Lease.

15. Elevator Usage During Move-In. In the event that the use of the freight elevators and/or hoists is not sufficient to meet Tenant's requirements during the early entry period set forth in Section 4.3 of the Lease, (a) Landlord shall cause to be made operational a temporary construction elevator and hoist, or (b) Tenant shall have priority usage of one (1) passenger elevators in the elevator bank that services the Expansion Premises in order to assist Tenant in the installation of Tenant's fixtures, furniture and equipment. Any elevator usage provided under this Section 15 shall be at no cost to Tenant.

16. Construction Meetings. During the course of construction, meetings shall be held between the Contractor, Landlord and Tenant at least once per week, unless Tenant directs otherwise, at a time and place that is mutually convenient. An initial construction meeting shall be held within seven (7) calendar days after the date the Contractor is selected. Contractor shall provide minutes of each construction meeting to Tenant within a reasonable time thereafter, but not later than three (3) calendar days after the date of the construction meeting.

17. Delivery. Delivery of all plans and drawings referred to in this Work Letter shall be either by commercial messenger service, personal hand delivery or Landlord can set up a web-based download, unless otherwise agreed by Landlord and Tenant.

18. Miscellaneous. This Landlord Work Letter sets forth the entire understanding and agreement between the Parties with respect to the subject matter of this Landlord Work Letter (subject to the Lease). This Landlord Work Letter may be amended only in a writing signed by both Parties. Any notice to a party for a breach of this Landlord Work Letter must be delivered in writing per the terms as set forth in Section


30.6 of the Lease. This Landlord Work Letter shall be construed as if jointly drafted by the parties. This Landlord Work Letter will not be effective unless and until signed by both Parties. Neither party may assign this Landlord Work Letter or its rights or obligations hereunder without the other party's prior written consent. This Landlord Work Letter will be binding upon, enforceable by and inure to the benefit of the Parties and each of their successors and permitted assigns. Provisions contained in this Landlord Work Letter shall prevail in case of conflict over the terms of the Lease. This Landlord Work Letter is hereby incorporated into and made part of the Lease. All the terms and conditions of the Lease remain in full force and effect, except as expressly indicated otherwise in this Landlord Work Letter. This Landlord Work Letter will become effective as of the Effective Date and shall continue in effect, except to the extent it is amended or terminated in accordance with terms of the Lease.

19. Work to the Initial Premises. Landlord, at its sole cost and expense, shall perform the following work in the Initial Premises promptly following mutual execution of the Lease:

- New building standard carpet and paint throughout the Initial Premises (Paint, carpet, and corner guards should meet county specs from ISD)
- Install automatic paper towel dispenser in kitchen and kitchenette area
- Install kitchen counter, per ADA requirements
- Install touchless water dispenser
- Replace damaged ceiling tiles throughout the space
- Add corner guards to the columns after painting
- Convert interior adjacent restrooms into storage with associated shelving
- Install wall wraps in the six (6) interview rooms
- Steam clean existing workstations

IN WITNESS WHEREOF, Landlord and Tenant have executed this Work Letter as of the dates set forth below.

LANDLORD:
5757 WILSHIRE, LLC,
a Delaware limited liability company

By: 
Lon Snyder, President
Date Signed: 09/19/2024

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

FESIA A. DAVENPORT
CHIEF EXECUTIVE OFFICER

By: _____
John T. Cooke
Assistant Chief Executive Officer

ADDENDUM A To Landlord's Work Letter

BASE BUILDING IMPROVEMENTS

Landlord has constructed (or will construct) the Building to include the following:

- (a) the Building shell and exterior, including perimeter window systems and mullions in good condition. If building has not been constructed or is still under construction, no tenant improvements work shall commence until building has been signed off by the City having jurisdiction and Certificate of Occupancy has been received.
- (b) Must also include including mechanical, electrical, sprinkler, plumbing, Fire life safety, heating, air conditioning, ventilation and structural systems within the Building core, stubbed out to the face of the core wall at locations determined by Landlord;
- (c) toilet rooms per code, including necessary plumbing fixtures, ceramic tile floors, accessories, ceilings and lighting, with running hot and cold water;
- (d) Drywall or lath and plaster covering the exposed side of all exposed core walls, core and perimeter columns and the interior exposed side of all exterior building wall areas except at and under windows. Also included:
- (e) public stairways;
- (f) passenger and freight elevators;
- (g) parking facilities;
- (h) ground floor lobby;
- (i) finished elevator lobbies (with carpet, lights, finished walls and ceiling);
- (j) exterior plazas and landscaping;
- (k) loading dock and/or area;
- (l) Intentionally Omitted
- (m) electrical/telephone closet with not less than seven (7) watts (connected load) per square foot of usable area of normal power in the floor electrical closet;
- (n) conduit access sufficient for Tenant's electrical wiring (no additional improvement to increase conduit access will be furnished by Landlord unless there is not sufficient riser space as required for a 1.5" diameter signal cable from the Building main telecommunication vault to the telephone closets on floor two, in which case Landlord, at no cost to Tenant and without deduction from Landlord's TI Allowance, shall cause such riser space to be made available to Tenant, and provided further that Tenant shall be responsible for the cost for removing the riser floor seal at each floor and the patching of each seal after installation of Tenant's cable);
- (o) two (2) 208/120 Volt (VAC) panels connected to the Building power system;

- (p) mechanical equipment room with ducted mechanical exhaust system;
- (q) concrete floors with troweled finish ready for Tenant's floor finish, level to specified tolerances and designed to support a minimum live load of fifty (50) pounds per square foot and a partition load of twenty (20) pounds per square foot;
- (r) Intentionally Omitted
- (s) primary HVAC duct for cooling and primary HVAC duct for heating (heating is for perimeter zone only) to loop from the mechanical equipment room around the building core;
- (t) hot and cold air loops located within the Expansion Premises;
- (u) primary fire sprinkler distribution, including secondary piping and sprinkler heads as required by code for the unoccupied Expansion Premises;
- (v) primary fire-life safety enunciation system "backbone" and panels suitable for Tenant's secondary distribution;
- (w) Landlord shall make available data (internet) and telecommunication fiber connectivity to the main point of entry (MPOE) room within the Building. Tenant shall pay for such internet services within the Expansion Premises;
- (x) access at panels in the service core for distribution of Building requirements electrical power (initially 120/208 V for power) up to the limits permitted under applicable law at the time the Building received the initial temporary certificate of occupancy for the Building; and
- (y) Drywall on the service core walls, columns and sills in the Expansion Premises.

ADDENDUM B To Landlord's Work Letter

TENANT IMPROVEMENTS

Tenant improvements shall include:

Tenant ceilings and lighting;

(z) Floor finish in the Expansion Premises (except elevator lobbies and public corridors on multi-tenant floors and toilet rooms);

(aa) Interior finishes of any kind within the Expansion Premises (except elevator lobbies and public corridors on multi-tenant floors and core area toilet rooms);

(bb) Interior partitions, doors and hardware within the Expansion Premises;

(cc) Terminal boxes and reheat coils or other HVAC or air distribution devices to or within the Expansion Premises;

(dd) Tenant's furniture, fixtures and equipment, including telephones, computers and cabling therefor;

(ee) Distribution of electrical services, plumbing services and sprinklers from the core to the Expansion Premises, and domestic hot water heater and associated hot water piping;

(ff) Any and all signs for Tenant and the power therefor;

(gg) Security, fire and life-safety systems throughout the Expansion Premises, including exit signs, intercoms and extinguishers;

(hh) Additional and/or above standard electrical capacity; and

(ii) Fiber optic access.

ADDENDUM C To Landlord's Work Letter

PRELIMINARY AND FINAL TI COST SUMMARY

___ Preliminary TI Cost Summary
___ Final TI Cost Summary

Lease No. _____
Address _____

Cost Category	
Architecture and Engineering Contract	\$
Plan Check Fees & Permits	\$
General Contractor	\$
(Profit)	\$
(Overhead)	\$
Furniture	\$
Other (Specify)	\$
Total TI Costs	\$

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	10/9/2024	
BOARD MEETING DATE	10/22/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Registrar-Recorder/County Clerk (RR/CC)	
SUBJECT	REQUEST APPROVAL TO EXECUTE SOLE SOURCE AMENDMENT NUMBER FOUR TO CONTRACT NUMBER 20-001 WITH RUNBECK ELECTION SERVICES, INC. FOR VOTER REGISTRATION SYSTEM LICENSE AND SUPPORT SERVICES	
PROGRAM	n/a	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: The RR/CC requests approval to execute a Sole Source Amendment Number Four contract extension with Runbeck to ensure sufficient time is allocated for the implementation of the new EMS replacement solution/system.	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	The current contract with Runbeck ends on December 31, 2024. Per Sole Source Policy 5.100 (Sole Source Contracts and Amendments), advance written notice and justification was given to the Board of Supervisors on May 29, 2024. The first cluster meeting presentation was held on May 29, 2024 and the Board Letter will be presented in front of the Board on October 22, 2024.	
COST & FUNDING	Total cost: \$2,004,746 (\$1,336,498 Extension + \$668,248 Option Terms)	Funding source: Funding for initial extension is included in RR/CC's FY 2024-25 Adopted Budget. Funding for the optional extensions will be requested through the annual budget process, as necessary.
	TERMS (if applicable): January 1, 2025 to December 31, 2026 with two additional six-month option terms, from January 1, 2027 to December 31, 2027	
	Explanation:	
PURPOSE OF REQUEST	The purpose is to request an extension of Contract #20-001 to extend Voter Information Management System license and support services at a reduced cost until the go-live of the new modern Election Management System (EMS) replacement solution during the 2026 Election cycle.	
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>The County is currently replacing the existing, aging DIMS EMS with a new, modern, scalable, and secure EMS that exceeds current system capacity, capability, and efficiently addresses the County's needs to service an increasingly large and complex election demands and to comply with legal mandates. The new EMS will be optimized for high volume and complex election requirements as a result of the Voting Solutions for All People (VSAP) voting systems, increased language requirements, increased security requirements for a targeted completion date in 2026.</p> <p>The current DIMS EMS is required to run concurrently as the new EMS is developed to ensure elections in the County will continue running smoothly through the 2026 election cycle.</p>	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Jerome Jordan, Assistant Registrar-Recorder/County Clerk, Administration (562) 462-2652 jjordan@rrcc.lacounty.gov Aman Bhullar Assistant Registrar-Recorder/County Clerk, Information Technology (562) 462-2714 abhullar@rrcc.lacounty.gov	



**LOS ANGELES COUNTY
REGISTRAR-RECORDER/COUNTY CLERK**

DEAN C. LOGAN

Registrar-Recorder/County Clerk

October 22, 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 APPROVAL TO EXECUTE SOLE SOURCE AMENDMENT NUMBER FOUR
TO CONTRACT NUMBER 20-001 WITH RUNBECK ELECTION SERVICES, INC. FOR
VOTER REGISTRATION SYSTEM LICENSE AND SUPPORT SERVICES
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

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

SUBJECT

The Registrar-Recorder/County Clerk (RR/CC) requests approval to execute Sole Source Amendment Number Four to Contract (#20-001) with Runbeck Election Services, Inc. (Runbeck) to extend Voter Information Management System (DIMS EMS) license and support services at a reduced cost until the go-live of the new modern Election Management System (EMS) replacement solution during the 2026 Election cycle.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the RR/CC, or designee, to execute Sole Source Amendment Four (4) with Runbeck substantially similar to Attachment I, effective January 1, 2025 to December 31, 2026 for \$1,336,498 provided that approval is obtained from the Chief Executive Office and County Counsel;

2. Delegate authority to the RR/CC, or designee, to execute future amendments to extend the contract for up to two (2) additional six-month option terms, from January 1, 2027 to December 31, 2027 for \$668,248 provided that Chief Executive Office and County Counsel approval is obtained increasing the overall total contract sum to \$5,153,898 including the extension and optional renewals;
3. Delegate authority to the RR/CC, or designee, to negotiate and execute amendments to: (i) exercise option terms, (ii) make changes to the Statement of Work as operationally necessary provided that County Counsel approval is obtained, and (iii) to make any other necessary changes which do not materially alter any term or condition of the Contract;
4. Delegate authority to the RR/CC, or designee, to increase the total contract sum by no more than ten percent (10%) for any unforeseen circumstances provided that approval is obtained from the Chief Executive Office and County Counsel; and
5. Delegate authority to the RR/CC, or designee, to terminate the Contract as necessary provided that County Counsel approval is obtained.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action will allow Runbeck to continue providing DIMS EMS license, support services, and potential future systems enhancements to comply with any new and unforeseen federal and/or California election laws or regulations until the new EMS replacement is fully complete in exchange for a reduced cost. As a result of this amendment, the RR/CC, Runbeck has agreed to a five percent (5%) discount resulting in a \$106,302 cost savings over the extension.

CURRENT DIMS EMS

For the past several decades, the Los Angeles County (County) has been using DIMS EMS as the centralized voter registration database and election management application. DIMS EMS is a software system that manages voting operations and tracks voter registration information for over 5.6 million voters in the County. DIMS EMS offers comprehensive support for essential functions such as maintaining voter records, voter preferences, conducting elections, managing petitions, facilitating vote by mail processes, ensuring content management, providing administrative functionality, and real-time information exchange between electronic pollbooks and the statewide voter registration database (VoteCal).

NEW EMS

The County is currently replacing the existing, aging DIMS EMS with a new, modern, scalable, and secure EMS that exceeds current system capacity, capability, and efficiently addresses the County's needs to service an increasingly large and complex election demands and to comply with legal mandates. The new EMS will be optimized for high volume and complex election requirements as a result of the Voting Solutions for All People (VSAP) voting systems, increased language requirements, and increased security requirements for a targeted completion date in 2026.

The current DIMS EMS is required to run concurrently as the new EMS is developed to ensure elections in the County will continue running smoothly through the 2026 election cycle.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions support the County's Strategic Plan related to North Star 3: *Realize tomorrow's government today* - subpart G. Internal Controls & Processes: Strengthen our internal controls and processes while being cognizant of efficiency to continue good stewardship of the public trust and fiscal responsibility.

FISCAL IMPACT/FINANCING

The total contract sum increase includes \$1,336,498 for the extension and \$668,248 for the option terms for a total maximum contract sum of \$5,153,898.

If the ten percent (10%) delegated authority amount is utilized, the total contract sum will increase by \$515,390 to \$5,669,288.

Funding for the initial extension is included in the RR/CC's FY 2024-25 Adopted Budget. Funding for the optional extensions will be requested through the annual budget process, as necessary.

The determination of the number of extensions will be dependent on the completion and implementation of the new EMS system.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to California Elections Code section 2501, an "election management system" is a system that is used by a County in the state to track voter registration or voter preferences, including, for example, a voter's vote-by-mail status. The DIMS EMS is only one of two EMS systems certified by the Secretary of State to transact data from VoteCal.

The Help America Vote Act (HAVA) requires a centralized statewide voter registration database and requires counties in California to connect to VoteCal.

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

CONTRACTING PROCESS

In accordance with Board Policy 5.100 (Policy), the RR/CC sent a Board notification of intent to enter into Sole Source contract extension negotiations with Runbeck on May 29, 2024. On May 29, 2024, the RR/CC presented at the CEO Operations Cluster Meeting regarding the RR/CC's intention to amend a sole source contract extension with Runbeck. Negotiations for continued DIMS EMS license, maintenance, and support services proceeded after the cluster meeting.

NEGOTIATED FIVE PERCENT (5%) DISCOUNT

In exchange for the contract extension and contract negotiations, the RR/CC negotiated a 5% discount resulting in a savings of \$106,302 resulting in the RR/CC paying a lower cost for these services as compared to current contract pricing.

The required Sole Source Checklist (Attachment II) identifies the RR/CC's need to extend the Sole Source contract with Runbeck.

The Chief Executive Office (CEO) has reviewed and recommends approval of this Board letter. The Chief Information Office (CIO) recommends approval of this request. No formal CIO Analysis is required as the contract is for continued licensing, maintenance and support services, and no new technology is being implemented at the time. However, any change orders for technology enhancements that will be funded with Pool Dollars will require CIO approval.

County Counsel has reviewed this Board letter and approved as to form. The online Supplemental Declaration form was submitted on the Levine Act Portal.

DIMS EMS CONTRACTING BACKGROUND

Since 2007, the DIMS EMS system licensing, maintenance, support services, and system enhancements legally mandated by the HAVA and/or State of California law, regulation, or statute have been provided by Diebold Election Systems, Inc. and ESSVR, LLC an Election Systems & Software LLC subsidiary (ESSVR).

In 2019, ESSVR and Runbeck entered into a contract whereby Runbeck acquired all of the assets of ESSVR's DIMS.net business operations in the State of California, including licensing of all versions of object code and associated source code of DIMS.net software currently licensed and deployed to county jurisdictions located within the State of California. On September 13, 2019, the RR/CC subsequently amended the contract with ESSVR to formally consent to the assignment and contract as well as recognize the acquisition by Runbeck. Additionally, the contract provided an avenue for modifications that were covered in the Board Report presented in April 2020. The expiration of the contract with Runbeck was December 31, 2020.

On December 8, 2020, your Board granted RR/CC the authority to execute Sole Source contract #20-001 with Runbeck to ensure continued service delivery of system license, maintenance, and support services. On January 1, 2021, the RR/CC executed Contract #20-001 which is set to expire on December 31, 2024.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Your Board's approval of the noted actions will allow for RR/CC to continue uninterrupted and critical support of DIMS EMS and the support of all elections while working on the new EMS system's implementation.

Respectfully submitted,

Reviewed by

DEAN C. LOGAN

Peter Loo

Registrar-Recorder/County Clerk

Chief Information Officer

DCL:JG:JS

DL:CA;mh

Enclosures

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

**AMENDMENT NUMBER FOUR
TO CONTRACT NUMBER 20-001
BY AND BETWEEN COUNTY OF LOS ANGELES
AND RUNBECK ELECTIONS SERVICES, INC.
FOR
VOTER REGISTRATION SYSTEM LICENSE
AND SUPPORT SERVICES**

This Amendment Number Four (“Amendment Number Four”) to Contract Number 20-001 (“Contract”) is entered into this _____ day of _____, 2024 by and between County of Los Angeles, a political subdivision of the State of California (“County”) and Runbeck Election Services, Inc. (“Contractor”) a corporation in the State of California. County and Contractor are sometimes hereinafter referred to collectively as the “Parties” and each individually as a “Party.”

WHEREAS, the Contract #20-001 was originally approved by the County’s Board of Supervisors on December 8, 2020 and entered into by and between County and Contractor on January 1, 2021; and

WHEREAS, under certain Amendment #1 to the Contract dated October 12, 2022, the Contract was amended to reflect, among other things, (i) replacement of Paragraph 8.10 (Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List), sub-paragraph 8.10.1 of the Contract with a new Paragraph 8.10 (Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List), sub-paragraph 8.10.1; (ii) replacement of Paragraph 8.13 (Contractor’s Acknowledgement of County’s Commitment to Safely Surrendered Baby Law) with a new Paragraph 8.13 (Contractor’s Acknowledgement of County’s Commitment to Safely Surrendered Baby Law); (iii) replacement of Paragraph 8.18 (Facsimile Representations) of the Contract with a new Paragraph 8.18 (Counterparts and Electronic Signatures and Representations); (iv) replacement of Paragraph 8.56 (Compliance with Fair Chance Employment Practices) with a new Paragraph 8.56 (Compliance with Fair Chance Employment Practices); (v) incorporation of Paragraph 8.59 (COVID-19 Vaccinations of County Contractor Personnel); (vi) incorporation of Appendix L (COVID-19 Vaccination Certification of Compliance); and

WHEREAS, under certain Amendment #2 to the Contract dated January 20, 2023, the Contract was amended to reflect the extension of the term of the Contract for its first option year effective January 1, 2023 through December 31, 2023; and

WHEREAS, under certain Amendment #3 to the Contract dated September 13, 2023, the Contract was amended to reflect, among other things, (i) extension of the term of the Contract for its second option year effective January 1, 2024 through December 31, 2024; (ii) replacement of Paragraph 8.59 (COVID-19 Vaccinations of County Contractor Personnel) of the Contract with a new Paragraph 8.59 (Intentionally Omitted); (iii) replacement of Appendix D (County’s Administration) of the Contract with a new Appendix D (County’s Administration); (iv) replacement of Appendix E (Contractor’s Administration) of the Contract with a new Appendix E (Contractor’s Administration); (v) replacement of Appendix L (COVID-19 Vaccination Certification of Compliance) of the Contract with a new Appendix L (Intentionally Omitted); and

WHEREAS, the County and Contractor wish to amend the Contract to (i) replace Paragraph 4 (Term of Contract) of the Contract with a new Paragraph 4 (Term of Contract); (ii) replace Paragraph 2 (Definitions) of the Contract with a new Paragraph 2 (Definitions); (iii) replace Paragraph 5 (Contract Sum), Subparagraph 5.1 (Total Contract Sum) of the Contract with a new Paragraph 5 (Contract Sum), Subparagraph 5.1 (Total Contract Sum); (iv) incorporate a new Paragraph 7 (Administration of Contract – Contractor), Subparagraph 7.5 (Background and Security Investigations), Subparagraph 7.5.4; (v) replace Paragraph 8 (Standard Terms and Conditions), Subparagraph 8.11 (Consideration of Hiring GAIN/GROW Participants) of the Contract with a new Paragraph 8 (Standard Terms and Conditions), Subparagraph 8.11 (Consideration of Hiring GAIN/START Participants); (vi) replace Paragraph 8 (Standard Terms and Conditions), Subparagraph 8.36 (Public Records Act), Subparagraph 8.36.1 of the Contract with a new Paragraph 8 (Standard Terms and Conditions), Subparagraph 8.36 (Public Records Act), Subparagraph 8.36.1; (vii) replace Paragraph 8 (Standard Terms and Conditions), Subparagraph 8.44 (Termination for Improper Consideration), Subparagraph 8.44.2 of the Contract with a new Paragraph 8 (Standard Terms and Conditions), Subparagraph 8.44 (Termination for Improper Consideration), Subparagraph 8.44.2; (viii) incorporate Paragraph 8 (Standard Terms and Conditions), Subparagraph 8.59 (Campaign Contribution Prohibition Following Final Decision in Contract Proceeding); (ix) incorporate Paragraph 9 (Unique Terms and Conditions), Subparagraph 9.3 (Compliance with County’s Women in Technology Hiring Initiative); (x) replace Appendix B (Pricing Schedule) with a new Appendix B (Pricing Schedule); (xi) replace Appendix E (County’s Administration) with a new Appendix E (County’s Administration); (xii) replace Appendix F (Contractor’s Administration) with a new Appendix F (Contractor’s Administration); (xiii) incorporate Appendix M (Contribution and Agent Declaration Form); (xiv) replace “his”/”her” with the term “their”; (xv) replace “Agreement” with “Contract” and “Department Head” with “Director”; (xvi) replace “shall” with “must” or “will”; (xvii) capitalize all instances of “Contract” and “Contractor”; and

WHEREAS, this Amendment Number Four is made pursuant to Paragraph 8 (Standard Terms and Conditions), Subparagraph 8.1 (Amendments and Change Orders) of the Contract.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contract, is hereby amended as follows:

1. Paragraph 4 (Term of Contract) of the Contract is hereby deleted in its entirety and replaced with a new Paragraph 4 (Term of Contract) of the Contract to read as follows:

4 TERM OF CONTRACT

- 4.1 The term of this Contract commences on January 1, 2021 and ends on December 31, 2026, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

- 4.2 The County will have the sole option to extend this Contract term for up to two (2) additional six (6) month to month extensions. Each such extension option may be exercised at the sole discretion of the County.

The County maintains a database that tracks/monitors contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a Contract term extension option.

- 4.3 The Contractor must notify Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor will send written (hard copy and e-mail) notification to Department at the Contracts and Grants Manager's address herein provided in Appendix D (County's Administration). County will deliver written notice of any exercise of its option to extend to Contractor within six (6) months of the expiration of the term of the Contract.

2. Paragraph 2 (Definitions) is hereby deleted in its entirety and replaced with a new Subparagraph 2 (Definitions) to incorporate County Contract Analyst and County Observed Holidays into the definitions. See Exhibit A.
3. Paragraph 5 (Contract Sum), Subparagraph 5.1 (Total Contract Sum) is hereby deleted in its entirety and replaced with a new Paragraph 5 (Contract Sum), Subparagraph 5.1 (Total Contract Sum) of the Contract to read as follows:

5.1 Total Contract Sum

- 5.1.1 The "Contract Sum" for the term is Five Million One Hundred Fifty-Three Thousand Eight Hundred Ninety-Eight Dollars (\$5,153,898).
- 5.1.2 The fees and other applicable rates for the Term of the Contract are set forth in Appendix B (Pricing Schedule). Contractor's fees shall remain firm and fixed prices for the Term of the Contract. The RR/CC, or designee, at their sole discretion, may increase the Contract Sum for the term extension up to a maximum of ten percent (10%) of the Contract Sum Five Hundred Fifteen Thousand Three Hundred Ninety Dollars (\$515,390) over the Term of the Contract.
- 5.1.3 Any such increase to the Contract Sum will be done via an Amendment to this Contract prepared and executed by the Contractor and by the RR/CC or designee, provided County Counsel approval is obtained prior to execution of such Amendment.

5.1.4 The maximum Contract Sum shall not exceed Five Million Six Hundred Sixty-Nine Thousand Two Hundred Eighty-Eight Dollars (\$5,669,288).

4. Paragraph 7 (Administration of Contract – Contractor), Subparagraph 7.5 (Background and Security Investigations), Subparagraph 7.5.4 is hereby incorporated into the Contract in its entirety to read as follows:

7.5.4 These terms will also apply to subcontractors of County contractors.

5. Paragraph 8 (Standard Terms and Conditions), Subparagraph 8.11 (Consideration of Hiring GAIN/GROW Participants) is hereby deleted in its entirety and replaced with a new Subparagraph 8.11 (Consideration of Hiring GAIN/START Participants) to read as follows:

8.11 Consideration of Hiring GAIN/START Participants

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services (DPSS) Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and bservices@opportunity.lacounty.gov and DPSS will refer qualified GAIN/START job candidates.

In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must be given first priority.

6. Paragraph 8 (Standard Terms and Conditions), Subparagraph 8.36 (Public Records Act), Subparagraph 8.36.1 is hereby deleted in its entirety and replaced with a new Paragraph 8 (Standard Terms and Conditions), Subparagraph 8.36 (Public Records Act), Subparagraph 8.36.1 into the Contract to read as follows:

8.36.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, 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.

7. Paragraph 8 (Standard Terms and Conditions), Subparagraph 8.44 (Termination for Improper Consideration), Subparagraph 8.44.2 is hereby deleted in its entirety and replaced with a new Paragraph 8 (Standard Terms and Conditions), Subparagraph 8.44 (Termination for Improper Consideration), Subparagraph 8.44.2 into the Contract to read as follows:

8.44.2 The Contractor must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller’s Employee Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.

8. Paragraph 8 (Standard Terms and Conditions), Subparagraph 8.59 (Campaign Contribution Prohibition Following Final Decision in Contract Proceeding) is hereby incorporated into the Contract in its entirety to read as follows:

8.59 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 Contract as determined in the sole discretion of the County.

9. Paragraph 9 (Unique Terms and Conditions), Subparagraph 9.3 (Compliance with County’s Women in Technology Hiring Initiative) is hereby incorporated into the Contract in its entirety to read as follows:

9.3 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.

10. Appendix B (Pricing Schedule) of the Contract is hereby deleted in its entirety and replaced with a new Appendix B (Pricing Schedule) (revised January 1, 2025).
11. Appendix E (County’s Administration) of the Contract is hereby deleted in its entirety and replaced with a new Appendix E (County’s Administration) (revised January 1, 2025).
12. Appendix F (Contractor’s Administration) of the Contract is hereby deleted in its entirety and replaced with a new Appendix F (Contractor’s Administration) (revised January 1, 2025).
13. Appendix M (Contribution and Agent Declaration Form) is hereby incorporated into the Contract, a true and correct copy of which is attached hereto and incorporated herein by this reference.
14. The Contract is hereby amended to replace all references of “his” and “her” with the term “their” throughout the Contract to be gender inclusive.
15. The Contract is hereby amended to replace all references of “Agreement” with “Contract” throughout the Contract.
16. The Contract is hereby amended to replace all references of “shall” with “must” or “will” per County Counsel instruction.
17. The Contract is hereby amended to capitalize all instances of “Contract” and “Contractor” except as to Paragraph 8 (Standard Terms and Conditions), Paragraph 8.12 (Contractor Responsibility and Debarment).

Except as otherwise provided under this Amendment Number Four, the Contract, as previously amended, including all preambles and recitals set forth herein and therein, shall remain unchanged and in full force and effect.

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**AMENDMENT NUMBER FOUR
TO CONTRACT NUMBER 20-001
BY AND BETWEEN COUNTY OF LOS ANGELES
AND RUNBECK ELECTIONS SERVICES, INC.
FOR
VOTER REGISTRATION SYSTEM LICENSE
AND SUPPORT SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number Four to be subscribed on its behalf by the Registrar-Recorder/County Clerk or their designee and the Contractor has subscribed the same through its duly authorized officer as of the day, month and year first above written. The persons signing on behalf of Contractor warrant under penalty of perjury that they are authorized to bind the Contractor.

COUNTY OF LOS ANGELES

RUNBECK ELECTION SERVICES

DEAN C. LOGAN
Registrar-Recorder/County Clerk

RIZWAN FIDAI
Vice President, Sales

Tax Identification Number

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
MICHAEL D. OWENS
Senior Deputy County Counsel

2 DEFINITIONS

2.1 Standard Definitions:

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1.1 **Acceptance:** As used herein, the term shall mean County's written approval of any tasks, subtasks, deliverables, goods, services or other Work, including Acceptance Tests, provided by Contractor to County pursuant to this Contract.
- 2.1.2 **Agreement:** The agreement executed between County and Contractor. Included are all supplemental contracts amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work. This word contract may be used interchangeably with the word "Contract".
- 2.1.3 **Amendment:** As used herein, the term shall have the meaning specified in Paragraph 8.1 (Amendments and Change Notices).
- 2.1.4 **Annual Fees:** As used herein, the term shall mean the annual fees to be paid by County to Contractor commencing upon first anniversary of the Effective Date and shall include License Renewal Fees and Software Support Fees, as specified in Appendix B (Pricing Schedule).
- 2.1.5 **Application Modifications:** As used herein, the term shall mean Software Enhancements, Updates and any Replacement Product provided by Contractor to County under this Contract. Once accepted and approved by County, Application Modifications shall become part of, and be deemed, System Software for the purpose of this Contract.
- 2.1.6 **Application Programming Interface or API:** A set of subroutine definitions, protocols, and tools for building application software. In general terms, it is a set of clearly defined methods of communication between various software components.
- 2.1.7 **Application Software:** As used herein, the term shall mean all core application and all Application Modifications accepted and approved by County, and related Documentation, provided by Contractor pursuant to this Contract. This includes Contractor's DIMS software (also referred to herein as "Contractor's Software") for purposes of license only, and not ownership.

- 2.1.8 **Base Term:** As used herein shall mean the same as set forth in Section 4 (Term of Contract).
- 2.1.9 **Board of Supervisors or Board:** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.10 **Business Day(s):** As used herein, the term, whether singular or plural, shall mean Monday through Friday, excluding County observed holidays, unless stated otherwise.
- 2.1.11 **Business Hour(s):** As used herein, the term, whether singular or plural, shall mean 7:00 a.m. to 5:00 p.m. PT during Business Days.
- 2.1.12 **Chief Executive Office or CEO:** As used herein, the terms shall mean County's Chief Executive Office.
- 2.1.13 **Change Notice:** As used herein, the term shall have the meaning given to such term in Paragraph 8.1 (Amendments and Change Notices).
- 2.1.14 **Change Order:** As used herein, the term shall mean the terms of any Optional Work agreed to by County and Contractor applicable to the provision of Software Enhancements and Customizations by Contractor, as specified in Appendix A (Statement of Work).
- 2.1.15 **Component(s):** As used herein, the term "Component(s)" shall mean, individually and collectively, each and every component of the System, including System Software, System Environment and System Data, irrespective of whether provided by County or Contractor.
- 2.1.16 **Conditional Voter Registration or CVR:** Refers to the fourteen (14) day period prior to Election Day through and including Election Day, an individual can go to the office of their county elections official to conditionally register to vote and vote a provisional ballot.
- 2.1.17 **Confidential Information:** As used herein, the term shall mean any data or information, in any format, and includes sensitive financial information, any County Data and any other information otherwise deemed confidential by County or by applicable Federal, State or local law, as further specified in Paragraph 7.6 (Confidentiality).
- Contract:** The agreement executed between County and Contractor. Included are all supplemental contracts amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work. This word contract may be used interchangeably with the word "Contract".
- 2.1.18 **Contract Deficiency Report:** This term as used herein shall have the same meaning as set forth in Section 4.3 (Contract

Deficiency Report) of the Statement of Work.

- 2.1.19 **Contract Sum or Total Contract Sum:** As used herein, the term "Contract Sum" shall mean the total monetary amount payable by County to Contractor hereunder, as set forth in Paragraph 5.0 (Contract Sum). The Contract Sum shall not be adjusted for any costs or expenses whatsoever of Contractor, without written consent of County.
- 2.1.20 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into a Contract with the County to perform or execute the work covered by this contract.
- 2.1.21 **Contractor Project Manager:** The dedicated Project Manager designated by the Contractor to administer the agreement operations under this Contract. Individual responsible for the overall day to day project – overseeing the deployment of people, systems and processes needed for the successful implementation of Contractor's solution for County elections.
- 2.1.22 **Contractor Key Personnel:** As used herein, the term shall have the meaning specified in Paragraph 7.1 (Contractor Administration).
- 2.1.23 **Core Application Software Upgrades:** As used herein, the term shall mean periodic updates, revisions, or enhancements to Core Application Software.
- 2.1.24 **County:** The County of Los Angeles in the State of California.
- 2.1.25 **County Contract Analyst:** The person designated by the County to manage and facilitate the administrative functions of the Contract.
- 2.1.26 **County Data:** As used herein, the term shall mean all data and information provided or owned by County, whether stored on-line or off-line, which will be used by Contractor for providing Work under this Contract.
- 2.1.27 **County Hardware:** As used herein, the term shall mean all County owned computers and other equipment that will be used in conjunction with any Contractor provided hardware as part of the system environment for the provision of Work pursuant to this Contract.
- 2.1.28 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the contractor.
- 2.1.29 **County Key Personnel:** As used herein, the term shall have the meaning specified in Paragraph 6.1 (County's Administration).
- 2.1.30 **County Observed Holidays:** Days on which County

departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website <https://lacounty.gov/government/about-la-county/about/>.

- 2.1.31 **County's Project Administration:** As used herein, the term shall have the meaning specified in Paragraph 6.1 (County's Project Administration).
- 2.1.32 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County's Project Manager.
- 2.1.33 **County Project Manager:** Person designated by County's Project Director to manage the operations under this contract.
- 2.1.34 **Critical Election Period:** The election period is defined as E-30 through E+20 for Countywide elections.
- 2.1.35 **Customizations:** As used herein, the term Customizations shall mean Solution Modifications and Application Program Interfaces, and related Documentation, which Contractor may provide upon County's request therefor in the form of Optional Work in accordance with Appendix A (Statement of Work).
- 2.1.36 **Data Information Management System or DIMS:** Refers to the Department's system that manages all voter registration information.
- 2.1.37 **Day(s):** Whether capitalized or not, shall mean calendar day(s), not business or working days, unless otherwise specified.
- 2.1.38 **Debarment:** This term as used herein shall mean the process that precludes an existing contractor and/or proposer from: submitting a response to a County solicitation, being awarded a Contract, and/or performing Work on a County Contract.
- 2.1.39 **Declared Vote-by-Mail Voter or DVBM:** If an election precinct has two hundred and fifty (250) or less registered voters on the eighty-eighth (88th) day prior to an election, that precinct may be declared a Vote-by-Mail precinct by the elections official due to unavailability of voting locations and poll workers in small precincts. All voters in such designated precincts will automatically be sent a VBM ballot for that election.
- 2.1.40 **Deficiency or Deficiencies:** As used herein, the term, whether singular or plural, shall mean and include any defect(s) in the development, implementation, materials and/or workmanship; error(s), omission(s) and/or deviation(s) from published and/or mutually agreed upon standards; deviation(s) from any of the requirements or any County approved Deliverables or Specifications under the Contract; and/or other problems which

result in the system, or any system component, not performing in compliance with the provisions of this Contract, including, but not limited to, the Specifications, System Requirements and System Performance Requirements.

- 2.1.41 **Deficiency Credits:** As used herein, the term shall mean credits or any other form of discount to be applied to the applicable Maintenance Fees for Contractor's failure to timely correct Deficiencies, as specified in Exhibit 5 (System Maintenance), Section 5.1 (Deficiency Credits).
- 2.1.42 **Deliverable** or **Deliverables:** As used herein, the terms, whether singular or plural, shall mean items and/or services provided or to be provided by Contractor under this Contract, including numbered Deliverable(s) in Appendix A (Statement of Work).
- 2.1.43 **Department** or **Department of Registrar-Recorder/County Clerk:** Department and staff responsible for the update and file maintenance of voter registration records and the conduct of elections in County. <https://www.lavote.net/>. Headquarters is located at 12400 Imperial Highway, Norwalk, California 90650.
- 2.1.44 **Director:** As used herein, the term "Director" shall mean the Project director of this Contract.
- 2.1.45 **Disabling Device(s):** shall have the meaning specified in 4.1 (General Warranties).
- 2.1.46 **Disaster Recovery Plan:** Plan for how systems and processes would be put back in place in circumstances of massive loss. Example – loss of power or loss of data.
- 2.1.47 **Documentation:** As used herein, the term shall mean any and all written and electronic materials provided or made available by Contractor under this Contract, including, but not limited to, documentation relating to software specifications and functions, training course materials, Specifications including System Requirements, technical manuals, handbooks, flow charts, technical information, reference materials, user manuals, operating manuals, quick reference guides, FAQs, and all other instructions and reference materials relating to the capabilities, operation, installation and use of the system and/or applicable components.
- 2.1.48 **Downtime:** As used herein, the term shall mean shall have the meaning specified in Section 5.1 (Deficiency Credits). It is that period of time when the System or any System Component, due to any Deficiency, fails to function, and as a result, County is unable to utilize the system in accordance with the Specifications, including System Requirements and System Performance Requirements, and this Contract, as further specified in Exhibit 5 (System Maintenance).

- 2.1.49 **Due Date:** As used herein, the term shall mean the due date for the completion of any Deliverable in the Project Schedule or any Change Order.
- 2.1.50 **DXI:** DIMS.net eXternal Interface.
- 2.1.51 **E dates or E- or E+:** Refers to the number of days before the date of an election (E-) or the numbers of day after an election (E+).
- 2.1.52 **Effective Date:** As used herein shall mean the date identified in the Preamble to this Contract, which is the date as of which this Contract has been executed by an authorized representative of the Contractor and has been approved by the Board.
- 2.1.53 **Elections** (i.e., Federal, Statewide, and Local): A formal and organized process for electing a candidate.
- 2.1.54 **Election Period(s):** The election period is defined per election from the opening of the first Vote Center to the close of the last Vote Center.
- 2.1.55 **Election Plan:** A plan completed by the Contractor that accounts for each and every election task. As needed, the plan will be used as a management tool to ensure the successful completion of all Tasks and Deliverables, according to mandated and time sensitive time frames.
- 2.1.56 **Election Tally System or ETS:** Refers to programmatically tallying election results for an election.
- 2.1.57 **Extension(s):** This term as used herein shall mean the same as set forth in Section 4 (Term of Contract).
- 2.1.58 **Federal Election:** Refers to the primary, general, or special election conducted to elect a President, Vice President, Member of the United States Senate or House of Representatives.
- 2.1.59 **Finalized Requirements:** A detailed documentation that describes the capabilities, features and functionalities of the deliverable/s, including the acceptance criteria approved by both the County Project Director and the County Project Manager.
- 2.1.60 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.61 **Fixed Hourly Rate:** As used herein, the term shall mean the hourly rate, specified in Appendix B (Pricing Schedule), for Professional Services, including Consulting Services, Additional Training and Customizations, which Contractor may provide upon County's request therefor in the form of Optional Work in accordance with Appendix A (Statement of Work).
- 2.1.62 **General Election:** Occurs in November of even numbered

years (i.e., 2020, 2022, 2024, etc.).

- 2.1.63 **Help Desk:** As used herein, the term shall mean Contractor's help desk for providing Support Services hereunder, as specified in Exhibit 5 (System Maintenance).
- 2.1.64 **Help Desk Status Report:** Refers to reports provided by Contractor containing the date problem was reported, the description, severity level, status, staff person assigned to resolve problem, and date problem resolved.
- 2.1.65 **Initial Term:** As used herein, the term shall have the meaning specified in Paragraph 4.1 (Contract Term).
- 2.1.66 **Interface(s):** As used herein, the term "Interfaces" shall mean the set of software mechanisms, consisting of Application Program Interfaces which may be provided by Contractor under this Contract, which allow the transfer of electronic data and/or software commands between computer systems, networks, applications or modules, and related Documentation.
- 2.1.67 **Issue Management Tracking Process:** Refers to the Contractor's tracking process where Departmental IT staff can review the status and updates of the support requests made by the Department .
- 2.1.68 **License:** As used herein, the term "License" shall have the meaning specified in clause 10.2 (License) this Contract.
- 2.1.69 **License Fees:** As used herein, the term "License Fee(s)" shall mean the fees for the License to be paid by County to Contractor over the period of System Implementation and System Maintenance and Election Support services as specified in Appendix B (Pricing Schedule).
- 2.1.70 **License Renewal Fees:** As used herein, the term "License Renewal Fee(s)" shall mean the fees to be paid by County to Contractor for the renewal of the License commencing on the first anniversary of the Effective Date, as specified in Appendix B (Pricing Schedule).
- 2.1.71 **Local Election:** Refers to a municipal, county, or district election.
- 2.1.72 **Maintenance and Support Services:** As used herein shall mean the same as set forth in Exhibit 5 (System Maintenance).
- 2.1.73 **Maintenance Fees:** As used herein, the term shall mean the applicable fees to be paid by County to Contractor for System Maintenance pursuant to Appendix B (Pricing Schedule) and shall include any or all of the following: License Renewal Fees, Software Support Fees and/or System Support Fees.
- 2.1.74 **Maintenance Services:** As used herein, the term shall have the meaning specified in Exhibit 5 (System Maintenance). and

shall comprise part of System Maintenance provided by Contractor under this Contract.

- 2.1.75 **Maximum Fixed Price:** As used herein, the term shall mean the maximum amount to be paid by County to Contractor for any Optional Work approved by County to be provided by Contractor in accordance with Appendix A (Statement of Work).
- 2.1.76 **Mass File:** A data set of all Permanent VBM voters who receive a mail ballot on a permanent basis. Also known as the Perm File.
- 2.1.77 **Mean Time to Resolution:** Time from notification of incident to resolution.
- 2.1.78 **Military or Overseas Voter:** Refers to a voter who is permanently or temporary residing out of the county for an election.
- 2.1.79 **National institute of Standards and Technology or NIST:** This term as used herein shall mean a non-regulatory Federal agency within the United States (U.S.) Department of Commerce that works with industry to develop and apply technology, measurements, and standards and promotes U.S. innovation and industrial competitiveness.
- 2.1.80 **Non-Responsibility:** This term as used herein shall mean a finding by the County that a proposer is incapable of performing as a responsible County contractor, based on past performance history or other relevant documentation.
- 2.1.81 **Non-Responsive:** This term as used herein shall mean the failure of a proposer to comply with all solicitation requirements making the proposer ineligible for consideration in that specific proposal evaluation process.
- 2.1.82 **Option Term:** This term as used herein shall mean the same as set forth in Section 4 (Term of Contract).
- 2.1.83 **Optional Work:** As used herein, this term shall mean Software Enhancements and/or Professional Services, which may be provided by Contractor to County upon County's request and approval in accordance with Appendix A (Statement of Work).
- 2.1.84 **Party or Parties:** This term as used herein shall mean the same as set forth in the Recitals.
- 2.1.85 **Payment Schedule:** As used herein, the term shall mean prices for Deliverables, rates and other fees identified as Appendix B (Pricing Schedule) with all Schedules thereto.
- 2.1.86 **Permanent Vote-by-Mail Voter or PVBM:** Voters who have requested to receive a mail ballot for all elections in which they are eligible to vote.

- 2.1.87 **Personally, Identifiable Information or PII:** This term as used herein shall mean any information that identifies a person, including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal, financial, or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, Personally Identifiable Information shall include, but not be limited to, all “non-public personal information,” as defined under the Gramm-Leach-Bliley Act (15 United States Code (“U.S.C.”) §6801 et seq.
- 2.1.88 **Pool Dollars:** As used herein, the term "Pool Dollars" shall mean the maximum amount allocated under this Agreement for the provision by Contractor of Optional Work, including Software Enhancements and Professional Services approved by County in accordance with the terms of this Contract.
- 2.1.89 **Precinct:** This term as used herein shall mean a geographical area which contains 1,000 or fewer voters, established for election administration functions. In California, a consolidated precinct is required to contain 1,000 or fewer poll voters. Regular precinct boundaries may change each election to “voting precinct” boundaries, depending on the jurisdictions holding elections and the resulting ballot types.
- 2.1.90 **Primary Election:** Occurs in March of even numbered years (i.e., 2020, 2022, 2024; etc.).
- 2.1.91 **Production Server:** As used herein, the term shall mean the primary Contractor provided system hardware used for all Work under this Contract.
- 2.1.92 **Professional Services:** As used herein, the term shall mean Consulting Services, Additional Training and/or Customizations, which Contractor may provide upon County's request therefor in the form of Optional Work in accordance with Appendix A (Statement of Work).
- 2.1.93 **Project Schedule:** As used herein, the term shall mean the agreed upon timeline for System Implementation Tasks, Subtasks and Deliverables specified in Appendix A (Statement of Work), as identified as Exhibit 4 (Project Schedule).
- 2.1.94 **Proprietary Rights:** As used herein, the term shall mean all legal and equitable rights, including all copyrights, patent rights, trade secrets, trademarks, confidential and proprietary information rights, moral rights and all rights and title in and to the structure, sequence and organization of a work of authorship, and all rights in and to any code, materials, pictures, interfaces, screen displays and audio visual displays and presentations.
- 2.1.95 **Registrar-Recorder/County Clerk or RR/CC:** As used

herein, the term shall mean the Head of the Department of Registrar- Recorder/County Clerk of County of Los Angeles.

2.1.96 **Release Event(s):** As used herein, the term "Release Event(s)" shall mean any of the following:

1. A receiver, trustee, or similar officer is appointed for the business or property of Contractor; or
2. Contractor files a petition in bankruptcy, files a petition seeking any reorganization (without confirming immediately in writing to the Customer that it will continue to maintain the Software in accordance with the terms of the Agreement or any applicable maintenance agreement), makes an arrangement, composition, or similar relief under any law regarding insolvency or relief for debtors, or makes an assignment for the benefit of creditors; or
3. Any Involuntary petition or proceeding under bankruptcy or insolvency laws is instituted against Contractor and not stayed, enjoined, or discharged within sixty (60) days; or
4. Contractor takes any corporate action authorizing any of the foregoing; or
5. Any similar or analogous proceedings or event to those in Sections one (1), two (2), or three (3) above occurs in respect of Contractor within any jurisdiction outside the United States of America; or
6. Contractor ceases to carry on its business or the part of its business which relates to the Software; or
7. Contractor or, where relevant, its agent, parent, subsidiary or associated company is in material breach of its obligations as to maintenance or modification of the Software under the Agreement or any maintenance agreement entered into in connection with the Software and has failed to remedy such default notified by the Customer to Contractor within a reasonable period.

2.1.97 **Release Notes Report:** As used herein, the term shall mean the document that detail the corrections, changes or enhancements made to any supported portion of the DIMS suite, this includes database, client, services or applications required by DIMSNet.

2.1.98 **Responsible:** As used herein shall mean a proposer that has conducted themselves in an acceptable manner as determined by the Board of Supervisors (see County Code 2.202.030) and has the financial and managerial ability to perform the required work.

2.1.99 **Responsive:** As used herein shall mean a proposal submitted to the County that complies with all solicitation requirements.

2.1.100 **Resolution Time:** As used herein, the term shall mean the

period of time from County's notification of a Deficiency to Contractor to its correction in accordance with Exhibit 5 (System Maintenance).

- 2.1.101 **Response Time:** As used herein, the term shall mean the acceptable time period within which Contractor shall respond to County following County's report of any Deficiency, as set forth in Exhibit 5 (System Maintenance).
- 2.1.102 **Scheduled Elections:** Include the Primary and General Elections. The Primary Elections are scheduled in March of even numbered years. General Elections are scheduled in November of even numbered years.
- 2.1.103 **Scheduled Downtime:** Shall have the meaning set forth as defined in Exhibit 5 (System Maintenance).
- 2.1.104 **Sensitive Position:** A person with direct access to County PII data.
- 2.1.105 **Severity Level or SL:** As used herein, the terms shall mean the problem severity levels for correction of Deficiencies, as specified in Exhibit 5 (System Maintenance).
- 2.1.106 **Software Enhancements:** As used herein, the term shall mean Customizations and/or Additional Software, including Solution Modifications and Application Program Interfaces, which Contractor may provide upon County's request therefor in the form of Optional Work in accordance with Appendix A (Statement of Work).
- 2.1.107 **Software Support Fees:** As used herein, the term shall mean the annual fees to be paid by County to Contractor for System Maintenance regarding Application Software, as specified in Appendix B (Pricing Schedule).
- 2.1.108 **Solution Modifications:** As used herein, the term shall mean modifications to the Application Software, including system solution, and related Documentation, which Contractor may provide upon County's request therefor as Customizations in accordance with Appendix A (Statement of Work), which will update County's solution and shall become part of, and be deemed, System Software for the purpose of this Contract.
- 2.1.109 **Source Code:** As used herein, the term "Source Code" shall mean the source code for Application Software, to the extent available, developed for or licensed to County under this Agreement by Contractor, including Core Application and Application Modifications, together with all Documentation and other proprietary information related to such source code.
- 2.1.110 **Source Code Escrow Contract:** As used herein, the term "Source Code Escrow Contract" shall mean an agreement between Contractor and a third-party Source Code escrow agent, including all addenda, amendments and modifications

thereto, for depositing the Source Code in accordance with Paragraph 10.3 (Source Code Escrow), incorporated herein by reference as Appendix I (Source Code Escrow Contract).

- 2.1.111 **Special Election:** An unscheduled election conducted as requested where the County is notified by the Board of Supervisors of the County or Governor, no later than sixty-one (61) days before a Special Election as to the services the County is to provide (Elections Code 10002). Special Elections are elections conducted when called, on as-needed basis.
- 2.1.112 **Specifications:** As used herein, the term shall mean any or all of the following, as applicable:
1. All System Performance Requirements and standards set forth in this Contract, including, but not limited to, requirements for system availability and system response time identified in Exhibit 5 (System Maintenance).
 2. The Documentation, to the extent not inconsistent with any of the foregoing in this definition.
 3. All specifications identified as such by Contractor, including, but not limited to, the Project Schedule and the Project Control Document, but only to the extent:
(i) not inconsistent with any of the foregoing in this Paragraph; and (ii) acceptable to County in its sole discretion.
 4. All system environment requirements and certifications provided by Contractor in accordance with this Contract with respect to the system.
 5. All written and/or electronic materials furnished by or through Contractor regarding the Application Software or the system, including functionality, features, capacity, availability, response times, accuracy or any other performance or other system criteria or any element of the System or any system component.
- 2.1.113 **State:** As used herein, the term shall mean the State of California.
- 2.1.114 **Statement of Work or SOW:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services stated in Appendix A (Statement of Work).
- 2.1.115 **Statewide Election:** An election held throughout the State. "Uniform District Election Law" (UDEL) (also known as Local and Municipal Consolidated Election) - An election conducted in November of odd number years (i.e., 2021, 2023, 2025; etc.).
- 2.1.116 **Statewide Voter Registration Database:** A single, uniform,

official, centralized, interactive computerized statewide voter registration list defined, maintained, and administered at the State level.

- 2.1.117 **Subcontract:** A contract by the contractor to employ a subcontractor to provide services to fulfill this contract.
- 2.1.118 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to contractor in furtherance of contractor's performance of this contract, at any tier, under oral or written contract.
- 2.1.119 **Support Hours:** 7:00 a.m. to 5:00 p.m. Pacific Local Time daily.
- 2.1.120 **Support Services:** As used herein, the term shall have the meaning specified in Exhibit 5 (System Maintenance) and shall comprise part of System Maintenance provided by Contractor under this Contract.
- 2.1.121 **System Availability:** As used herein, the term "System Availability" shall mean the percentage of time during any month of System Maintenance when the System does not experience any Downtime and all System Components available to County.
- 2.1.122 **System Data:** As used herein, the term "System Data" shall mean all County Data and external data, whether provided by County or Contractor during the term of this Contract.
- 2.1.123 **System Environment:** As used herein, the term "System Environment" shall mean System Hardware, System Network and Third-Party Software components provided by Contractor in accordance with Contractor's specifications or by Contractor.
- 2.1.124 **System Hardware:** As used herein, the term "System Hardware" shall mean the Production Server, Back-Up Server and other equipment provided by Contractor for the System and performance of Work pursuant to this Contract.
- 2.1.125 **System Performance Deficiency:** As used herein, the term shall mean failure by the system to meet any of the System Performance Requirements as specified in Exhibit 5 (System Maintenance).
- 2.1.126 **System Performance Requirements:** As used herein, the term shall mean the performance requirements for the system, including system availability, System Response Time and Back-up Server Hosting as specified in Exhibit 5 (System Maintenance).
- 2.1.127 **System Performance Warranty:** As used herein, the term shall mean Contractor's warranty to meet System Performance Requirements as specified in Exhibit 5 (System Maintenance).

- 2.1.128 **System Requirements:** As used herein, the term shall mean business, operational, technical and/or functional requirements relating to the operation or utilization of the system, as specified in Appendix A (Statement of Work).
- 2.1.129 **System Response Time:** As used herein, the term shall mean the time elapsed from the entry of a query at a workstation to the time the workstation fully displays the complete results, as may be further specified in Exhibit 5 (System Maintenance).
- 2.1.130 **System Software:** As used herein, the term shall mean Application Software and any Third-Party Software, and related Documentation, provided under this Contract by Contractor in accordance with Contractor's specifications or by Contractor, as applicable, as further specified in Appendix A (Statement of Work), including Application Modifications, Solution Modifications, and Software Enhancements.
- 2.1.131 **System Support Fees:** As used herein, the term shall mean the monthly fees to be paid by County to Contractor for System Maintenance, as specified in Appendix B (Pricing Schedule).
- 2.1.132 **System Upgrade** shall have the meaning set forth in Section 5.2 (System Performance Requirements and Deficiencies).
- 2.1.133 **Task or task and Subtask or subtask:** As used herein, the terms, whether singular or plural, shall mean one of the areas of work to be performed under this Contract, including those identified as numbered Tasks and Subtasks in Appendix A (Statement of Work).
- 2.1.134 **Test Environment:** As used herein, the term shall mean the non-production System Environment set up by Contractor pursuant to Appendix A (Statement of Work) for Application Software implementation, System Tests and System Training.
- 2.1.135 **Update(s):** As used herein, the term, whether singular or plural, shall mean and include any additions to and/or replacements to the Application Software, available or made available subsequent to Final Acceptance, and shall include all Application Software performance and functionality enhancement releases, new Version Releases, System Software upgrades, improvements, interim updates, including fixes and patches, Deficiency corrections, and modifications to the Application Software, including those required for the System Software to remain in compliance with applicable Federal and State laws and regulations and the terms of this Contract, provided by Contractor in accordance with Exhibit 5 (System Maintenance) with all Schedules thereto.
- 2.1.136 **User(s) or user(s):** As used herein, the terms, whether singular or plural, shall mean any person or entity authorized by County of Los Angeles or Department of Registrar-Recorder/County Clerk to access or use the system pursuant

to this Contract.

- 2.1.137 **User Acceptance Test:** As used herein, the term shall mean the System Test conducted in accordance with Appendix A (Statement of Work).
- 2.1.138 **Version Release:** As used herein, the term shall mean Contractor's Application Software major version upgrade which contains new software functionalities and features and/or system compatibilities, including any Replacement Product.
- 2.1.139 **Vote Center:** Refers to location where voters will have the freedom to cast a ballot in-person within their county instead of being tied to a single polling location. Vote centers look and feel like polling places but provide additional modern features to make voting easy and convenient. Vote centers are required to be operational (ten) 10 days prior to an election through election day as well as have the ability for a voter to vote in-person, drop off their ballot, get a replacement ballot, vote using an accessible voting machine, get help and voting material in multiple languages, register to vote or update their voter registration.
- 2.1.140 **Voter History:** Refers to the electronic record of each time a voter participates in a state or Federal election.
- 2.1.141 **Voter Information Management System or VIMS:** A software application system that automates voter registration and election management functions.
- 2.1.142 **VoteCal System:** Refers to California's Statewide Voter Registration Database.
- 2.1.143 **Voter Registration File:** Also known as Voter File or Voter Index File, as pursuant to Article 5 commencing with section 2180 of the California Election Code, is a file of all voter registration records in Los Angeles County. The file includes a variety of voter types: permanent, declared, military, overseas, foreign language voters, etc.
- 2.1.144 **Voter Registration System License and Support Services:** Refers to a voter registration and election management application that enables election officials to register voters and conduct elections from a central data store. This system allows for both single jurisdictions and states to manage elections from the same interface.
- 2.1.145 **Warranties:** As used herein, the term shall mean the warranties regarding Contractor's performance under the Contract, including the system, as specified in Exhibit 5 (System Maintenance). This definition does not limit or preclude any other warranties implied by law or equity into this Contract.
- 2.1.146 **Warranty Period:** As used herein, the term shall have the

meaning set forth in Exhibit 5 (System Maintenance).

- 2.1.147 **Web or Web Services:** As used herein, the terms shall mean a software system designed to support interoperable computer interactions over a network.
- 2.1.148 **Web-Server Hosting:** As used herein, the term shall mean system operation at a physical location that houses the dedicated servers, hardware and networks for the DIMS and provides direct Web access to the internet, as further specified in Appendix A (Statement of Work).
- 2.1.149 **Wide Area Network or WAN:** Refers to a collection of data network that covers a broad area (i.e., any telecommunications network that links across metropolitan, regional, national or international boundaries) using leased or privately-owned data links.
- 2.1.150 **Work:** As used herein, the term shall mean any and all tasks, subtasks, deliverables, goods, services and other work provided, or to be provided, by or on behalf of Contractor pursuant to this Contract, including system components, system implementation services, system maintenance and Optional Work.

DIMS.net ELECTION MANAGEMENT SYSTEM

TOTAL PRICING SUMMARY

DIMS.net ELECTION MANAGEMENT SYSTEM	
Contractor's Name: RUNBECK ELECTION SERVICES	

Work Description	Total Firm Fixed Price
System Maintenance	\$4,753,898
Optional Work (Pool Dollars)	\$400,000
Total Price	\$5,153,898

APPENDIX B - PRICING SCHEDULE

Work Description	Year 1 (1/1/2021 – 12/31/21)	Year 2 (1/1/2022 – 12/31/22)	Optional Year 3 (1/1/2023 – 12/31/23)	Optional Year 4 (1/1/2024– 12/31/24)	Extension Year 5 (1/1/25-12/31/25)	Extension Year 6 (1/1/26-12/31/26)	Optional 6 Months (1/1/27-6/30/27)	Optional 6 Months (7/1/27-6/30/27)	Total Firm Fixed Price
System Maintenance	\$674,535	\$674,535	\$691,398	\$708,683	\$668,249	\$668,249	\$334,125	334,125	\$4,753,898
Optional Work (Pool Dollars)	\$100,000	\$100,000	\$100,000	\$100,000	\$0	\$0	\$0	\$0	\$400,000
Total	\$774,535	\$774,535	\$791,398	\$808,683	\$668,249	\$668,249	\$334,124	\$334,124	\$5,153,898

DIMS.net ELECTION MANAGEMENT SYSTEM
Contractor's Name: RUNBECK ELECTION SERVICES

Subtask/Deliverables
TASK 1 – SUPPORT AND MAINTENANCE SERVICES
1.1 - Core Application Software Upgrades
1.2 – Help Desk Support A contact will be available twenty-four (24) hours a day, seven (7) days a week during Critical Election Periods. At any other time, a resource will be available during business hours of 7:00am-5:00pm Pacific Local Time. In addition, respond according to severity levels above.
1.3 - Status Reports- Help Desk Status Reports
1.4 – Issue Management Tracking Within three (3) months of Effective Date of the Contract, Contractor must establish an Issue Management Tracking process that provides the County access to DIMS issue report. This tracking process must also provide a reporting mechanism to export the issues/bugs for County's management review with Operation teams.
TASK 2 – SYSTEM INTERFACE PROGRAMMING AND EXECUTION
2.1 - Define and Maintain Interface Software for the Statewide Voter Database (VoteCal)
2.2 - Real Time Electronic Pollbook (E-Pollbook) API
TASK 3 – EXTERNAL ACCESS PLAN AND CONFIGURATION
3.1 Contractor shall provide consulting services around use case analysis to determine appropriate DIMS.net System access by the City Clerks.
3.2 Contractor shall provide a written report outlining the configuration setting changes in DIMS.net System required to set-up City Clerk access.
3.3 Contractor shall provide training to County describing steps for configuration of security access changes in DIMS.net System required to set-up limited City Clerk access.
3.4 Contractor shall advise County of configuration setting changes in DIMS.net System required to setup City Clerk access in both the Test and Production Environments.
TASK 4 – CHANGE ORDER PROCESS
4.1 - Contractor will submit Change Order with firm and fixed pricing according to Appendix B (Pricing Schedule), when applicable. County will approve any Change Order by utilizing the Optional Work Schedule B.1 for Pool Dollars.
TASK 5 – ACCOUNT MANAGER
The Contractor shall hire and provide an Account Manager that is assigned to work Problems and enhancements that are reported/requested by the County. The Contractor's Account Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and for reporting to County in the manner set forth by Department. The Contractor's Account Manager shall be responsible for Contractor's performance of all its tasks and subtasks and ensuring Contractor's compliance with this Contract.
From the Effective Date through the expiration of the term of this Contract, the Contractor's Account Manager shall meet and confer with County's Project Manager on a regular basis to review project progress and discuss project coordination. Such meetings shall be conducted at a time and place convenient to County's Project Manager.
<input type="checkbox"/> The Contractors will notify County in writing of any changes in the name and contact information of Contractor's Account Manager.

DIMS.net ELECTION MANAGEMENT SYSTEM
Contractor's Name: RUNBECK ELECTION SERVICES

System Maintenance	Firm Fixed Price								
	<u>Year 1</u> <u>(1/1/2021</u> <u>=</u> <u>12/31/21)</u>	<u>Year 2</u> <u>(1/1/2022</u> <u>= 12/31/22)</u>	<u>Optional</u> <u>Year 3</u> <u>(1/1/2023 –</u> <u>12/31/23)</u>	<u>Optional Year</u> <u>4 (1/1/2024–</u> <u>12/31/24)</u>	<u>Extension</u> <u>Year 5 (1/1/25-</u> <u>12/31/25)</u>	<u>Extension</u> <u>Year 6</u> <u>(1/1/26-</u> <u>12/31/26)</u>	<u>Optional</u> <u>6 Months</u> <u>(1/1/27-</u> <u>6/30/27)</u>	<u>Optional</u> <u>6 Months</u> <u>(7/1/27-</u> <u>6/30/27)</u>	<u>Firm Fixed Price</u> <u>TOTAL</u>
DIMS.net Software License, Maintenance & Support Services	\$674,535	\$674,535	\$691,398	\$708,683	\$668,249	\$668,249	\$334,124	\$334,124	\$4,753,898
Application Software									
Application Modifications									
Replacement Products									
Updates/Upgrades									
Help Desk Support (Technical and User Support)									
New Alternate Account Manager- 24/7 Help Desk Assistance during Countywide Elections									
Contract Administration/Security Requirements									
Total of System Maintenance	\$674,535	\$674,535	\$691,398	\$708,683	\$668,249	\$668,249	\$334,124	\$334,124	\$4,753,898

* Software License and Maintenances: These fees will be billed in monthly payments. Each monthly payment shall be paid in arrears of the applicable month invoiced.

DIMS.net ELECTION MANAGEMENT SYSTEM
Contractor's Name: RUNBECK ELECTION SERVICES

Optional Work*	Fixed Hourly Rate
Labor Resources	\$200
1. Requested on-site service = \$1,820 per day/per person 2. Requested remote database migration support = \$200 per hour 3. Requested remote technical support = \$200 per hour 4. Requested system enhancements = \$200 per hour 5. Requested VoteRemote (ASR Interface) = \$200 per hour 6. Requested ePollBook Interface = \$200 per hour	

Fixed Hourly Rate shall be used to calculate Maximum Fixed Price for Optional Work, which may be provided by Contractor during the term of the Agreement. Fixed Hourly Rate shall not increase during the term of the Agreement.

* Optional Work will be determined solely by County. Contractor is not required to enter any pricing other than the Fixed Hourly Rate.

DIMS.net ELECTION MANAGEMENT SYSTEM SCHEDULE B.1
OPTIONAL WORK

APPENDIX B - PAYMENT SCHEDULE

DIMS.net ELECTION MANAGEMENT SYSTEM					
Contractor's Name: RUNBECK ELECTION SERVICES					
<u>SCHEDULE B.1</u> Optional Work					
1. OPTIONAL WORK/Pool Dollar					
Item No.	Description/type	Request Date	Delivery Date	County Approval Date	Maximum Fixed price
	SUBTOTAL				\$

Note 2: Any applicable state and local taxes are not included and are the responsibility of Customer. Premium or rush transportation services incurred in connection with deliverables included in the Total Fees are additive and will be billed as incurred.

COUNTY'S ADMINISTRATION

CONTRACT: VOTER REGISTRATION SYSTEM LICENSE AND SUPPORT SERVICES

CONTRACT NO: 20-001

COUNTY PROJECT DIRECTOR:

Name: Aman Bhullar
Title: Assistant Registrar-Recorder/County Clerk, Information Technology Bureau
Address: 12400 Imperial Highway
Room 7001
Norwalk, California 90650
Telephone: (562) 462-2714
E-Mail Address: abhullar@rrcc.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Hector M. Manzo
Title: Division Manager, Voter Systems
Address: 12400 Imperial Highway
Room 6001C
Norwalk, California 90650
Telephone: (562) 353-5036
E-Mail Address: hmmanzo@rrcc.lacounty.gov

COUNTY CONTRACT PROJECT MONITOR:

Name: Amy Farsakyan
Title: Manager, Information & Voter Registration System
Address: 12400 Imperial Highway
Room 6001C
Norwalk, California 90650
Telephone: (562) 462-2443
E-Mail Address: amargaryan-farsakyan@rrcc.lacounty.gov

COUNTY CONTRACTS MANAGER:

Name: Cecille Asuncion
Title: Manager, Contracts and Grants
Address: 12400 Imperial Highway
Room 7211
Norwalk, California 90650
Telephone: (562) 383-2561
E-Mail Address: casuncion@rrcc.lacounty.gov

COUNTY CONTRACTS ANALYST:

Name: Melinda Huynh
Title: Contracts Analyst
Address: 12400 Imperial Highway
Room 7211
Norwalk, California 90650
E-Mail Address: mhuynh@rrcc.lacounty.gov

COUNTY CONTRACTS MONITOR:

Name: Coletta Candler
Address: 12400 Imperial Highway
Room 7211
Norwalk, California 90650
Telephone: (562) 888-4306
E-Mail Address: contracts@rrcc.lacounty.gov

CONTRACTS QUESTIONS:

For contracts questions, send an e-mail to contracts@rrcc.lacounty.gov.

INVOICE QUESTIONS:

For invoice questions, send an e-mail to accountspayable@rrcc.lacounty.gov and copy the County Project Manager and County Contract Project Monitor.

Include the name of your company, contract name and contact number.

CONTRACTOR'S ADMINISTRATION

CONTRACT: VOTER REGISTRATION SYSTEM LICENSE AND SUPPORT SERVICES

CONTRACT NO: 20-001

CONTRACTOR'S PROJECT DIRECTOR:

Name: Matt Kaiser
Title: Director of DIMS.net
Address: 2800 South 36th Street
Phoenix, Arizona 85034
Telephone: (602) 509-3056
E-Mail Address: mkaiser@runbeck.net

CONTRACTOR'S PROJECT MANAGER:

Name: Annie Tcha
Title: Account Manager, Election Management Systems
Address: 2800 South 36th Street
Phoenix, Arizona 85034
Telephone: (530) 329-1084
E-Mail Address: atcha@runbeck.net

CONTRACTOR'S AUTHORIZED OFFICIAL:

Name: Rizwan Fidai
Title: Vice President, Sales
Address: 2800 South 36th Street
Phoenix, Arizona 85034
Telephone: (480) 455-1095
E-Mail Address: rfidai@runbeck.net

NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING ADDRESS:

Name: Jeff Ellington
Title: Chief Executive Officer
Address: 2800 South 36th Street
Phoenix, Arizona 85034
Telephone: (480) 455-1028
E-Mail Address: jellington@runbeck.net

Name: Rizwan Fidai
Title: Vice President, Sales
Address: 2800 South 36th Street
Phoenix, Arizona 85034
Telephone: (480) 455-1095
E-Mail Address: rfidai@runbeck.net

CONTRIBUTION AND AGENT DECLARATION FORM

This form must be completed separately by all bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles ("County").

Pursuant to the Levine Act ([Government Code Section 84308](#)), a member of the Board of Supervisors, other elected County officials (the Sheriff, Assessor, and the District Attorney), and other County employees and/or officers ("County Officers") are disqualified and not able to participate in a proceeding involving contracts, franchises, licenses, permits and other entitlements for use if the County Officer received more than \$250 in contributions in the past 12 months from the bidder, proposer or applicant, any paid agent of the bidder, proposer, or applicant, or any financially interested participant who actively supports or opposes a particular decision in the proceeding.

State law requires you to disclose information about contributions made by you, your company, and lobbyists and agents paid to represent you. Failure to complete the form in its entirety may result in significant delays in the processing of your application and potential disqualification from the procurement or application process.

You must fully answer the applicable questions below. You ("Declarant"), or your company, if applicable, including all entities identified below (collectively, "Declarant Company") must also answer the questions below. The term "employee(s)" shall be defined as employees, officers, partners, owners, or directors of Declarant Company.

An affirmative response to any questions will not automatically cause the disqualification of your bid/proposal, or the denial of your application for a license, permit or other entitlement. However, failure to answer questions completely, in good faith, or providing materially false answers may subject a bidder/proposer to disqualification from the procurement.

This material is intended for use by bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles and does not constitute legal advice. If you have questions about the Levine Act and how it applies to you, you should call your lawyer or contact the Fair Political Practices Commission for further guidance.

CONTRIBUTION AND AGENT DECLARATION FORM

Complete each section below. State "none" if applicable.

A. COMPANY OR APPLICANT INFORMATION**1) Declarant Company or Applicant Name:**

[Click or tap here to enter text.](#)

- a) If applicable, identify all subcontractors that have been or will be named in your bid or proposal: [Click or tap here to enter text.](#)
- b) If applicable, variations and acronyms of Declarant Company's name used within the past 12 months: [Click or tap here to enter text.](#)
- c) Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a County Officer, regardless of whether you or Declarant Company have actually made a contribution:
[Click or tap here to enter text.](#)

[IF A COMPANY, ANSWER QUESTIONS 2 - 3]**2) Identify only the Parent(s), Subsidiaries and Related Business Entities that Declarant Company has controlled or directed, or been controlled or directed by. "Controlled or directed" means shared ownership, 50% or greater ownership, or shared management and control between the entities.****a) Parent(s):**

[Click or tap here to enter text.](#)

b) Subsidiaries:

[Click or tap here to enter text.](#)

c) Related Business Entities:

[Click or tap here to enter text.](#)

3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.

[Click or tap here to enter text.](#)

4) Identify all entities (proprietorships, firms, partnerships, joint ventures, syndicates, business trusts, companies, corporations, limited liability companies, associations, committees, and any other organization or group of persons acting in concert) whose contributions you or Declarant Company have the authority to direct or control.

[Click or tap here to enter text.](#)

CONTRIBUTION AND AGENT DECLARATION FORM

- 5) Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you or Declarant Company and who will receive compensation to communicate with a County Officer regarding the award or approval of **this** contract or project, license, permit, or other entitlement for use.

(Do not list individuals and/or firms who, as part of their profession, either (1) submit to the County drawings or submissions of an architectural, engineering, or similar nature, or (2) provide purely technical data or analysis, and who will not have any other type of communication with a County agency, employee, or officer.)

Click or tap here to enter text.

- 6) If you or Declarant Company are a 501(c)(3) non-profit organization, identify the compensated officers of your organization and the compensated members of your board.

Click or tap here to enter text.

B. CONTRIBUTIONS

- 1) Have you or the Declarant Company solicited or directed your employee(s) or agent(s) to make contributions, whether through fundraising events, communications, or any other means, to a County Officer in the past 12 months? If so, provide details of each occurrence, including the date.

Date (contribution solicited, or directed)	Recipient Name (elected official)	Amount
<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>
<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>
<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>

*Please attach an additional page, if necessary.

- 2) Disclose all contributions made by you or any of the entities and individuals identified in Section A to a County officer in the past 12 months.

Date (contribution made)	Name (of the contributor)	Recipient Name (elected official)	Amount
<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>
<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>
<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>

*Please attach an additional page, if necessary.

CONTRIBUTION AND AGENT DECLARATION FORM

C. DECLARATION

By signing this Contribution and Agent Declaration form, you (Declarant), or you and the Declarant Company, if applicable, attest that you have read the entirety of the Contribution Declaration and the statements made herein are true and correct to the best of your knowledge and belief. (Only complete the one section that applies.)

There are [Click or tap here to enter text.](#) additional pages attached to this Contribution Declaration Form.

COMPANY BIDDERS OR APPLICANTS

I, [Click or tap here to enter text.](#) (Authorized Representative), on behalf of [Click or tap here to enter text.](#) (Declarant Company), at which I am employed as [Click or tap here to enter text.](#) (Title), attest that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached page(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject Declarant Company to consequences, including disqualification of its bid/proposal or delays in the processing of the requested contract, license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

By signing this Contribution and Agent Declaration form, you also agree that, if Declarant Company hires an agent, such as, but not limited to, an attorney or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, you agree to inform the County of the identity of the agent or lobbyist and the date of their hire. You also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County officer (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by the Declarant Company, or, if applicable, any of the Declarant Company's proposed subcontractors, agents, lobbyists, and employees who have communicated or will communicate with the County about this contract, license, permit, or other entitlement after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

[Click or tap here to enter text.](#)

Signature

Date

CONTRIBUTION AND AGENT DECLARATION FORM

INDIVIDUAL BIDDERS OR APPLICANTS

I, [Click or tap here to enter text.](#), declare that the foregoing responses and the explanation on the attached sheet(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject me to consequences, including disqualification of my bid/proposal or delays in the processing of the requested license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

If I hire an agent or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, I agree to inform the County of the identity of the agent or lobbyist and the date of their hire. I also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County official (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by me, or an agent such as, but not limited to, a lobbyist or attorney representing me, that are made after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

[Click or tap here to enter text.](#)

Signature

Date

SOLE SOURCE CHECKLIST

Department Name: _____

- New Sole Source Contract
- Sole Source Amendment to Existing Contract

Date Existing Contract First Approved: _____

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS 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.
	➤ 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 and time to replace an existing system or infrastructure, administrative cost and time 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

Justification:

The RR/CC is responsible for the registration of voters, maintenance of voter records, vote by mail, petitions, polling location officers and polling location files, and the conduct of federal, State, and special elections that affect Los Angeles County. The extension is required to ensure DIMS Election Management System (EMS) software, interfaces, and related support and maintenance services continue while work to implement the new modern, scalable, and secure EMS is completed and implemented during the 2026 Election Cycle. System license, maintenance, and support services are required for the continued support of the RR/CC's Voter Information Management System as well as any future system enhancements which are legally mandated by the Help America Vote Act (HAVA) and/or State of California law, regulation, or statute.

As such, the RR/CC plans to enter into a sole source contract extension with Runbeck to ensure sufficient time is allocated for the implementation of the new EMS replacement solution/system. Furthermore, this support is required by Runbeck to ensure the current system license, maintenance, and support services continue with no interruptions for at least twenty-four (24) months and 2 optional Six (6) Month to Month extension, for the RR/CC to complete the replacement solution targeted for 2026 Election Cycle. This will allow the RR/CC to continue uninterrupted and critical support of VIMS and the support of all elections while working on the new system's implementation.

**SOLE SOURCE JUSTIFICATION
 CONTRACT EXTENSION FOR
 CONTRACT NUMBER 20-001 WITH RUNBECK ELECTION
 SERVICES, INC. FOR VOTER REGISTRATION SYSTEM LICENSE
 AND SUPPORT SERVICES**

Request	Requesting an extension of Contract #20-001 to extend Voter Information Management System (DIMS EMS) license and support services at a reduced cost until the go-live of the new modern Election Management System (EMS) replacement solution during the 2026 Election cycle.
Background	<p>The County is currently replacing the existing, aging DIMS EMS with a new, modern, scalable, and secure EMS that exceeds current system capacity, capability, and efficiently addresses the County’s needs to service an increasingly large and complex election demands and to comply with legal mandates.</p> <p>The new EMS will be optimized for high volume and complex election requirements as a result of the Voting Solutions for All People (VSAP) voting systems, increased language requirements, increased security requirements for a targeted completion date in 2026.</p> <p>The current DIMS EMS is required to run concurrently as the new EMS is developed to ensure elections in the County will continue running smoothly through the 2026 election cycle.</p>
Justification	The extension is required to ensure DIMS EMS software, interfaces, and related support and maintenance services continue while work to implement the new modern, scalable, and secure EMS is completed and implemented during the 2026 Election Cycle.
Impact of Not Approving Sole Source	<ul style="list-style-type: none"> - Possible delays in implementation of the new EMS replacement solution/system beyond the targeted 2026 Election Cycle and all elections - Possible interruptions to the current system license, maintenance, critical support services of DIMS EMS, and the support of all elections and delaying the new system’s implementation.
Cost	Total cost: \$2,004,746 (\$1,336,498 Extension + \$668,248 Option Terms)
Cluster Agenda Review Date	October 9, 2024
Board Meeting Date	October 22, 2024

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	10/9/2024		
BOARD MEETING DATE	10/22/2024		
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Treasurer and Tax Collector		
SUBJECT	Approval to Use Funds from the County's Information Technology Legacy Modernization Fund for the Implementation of a Cloud-Based Call Center System		
PROGRAM	Information Technology Investment Board Funding		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	If Yes, please explain why:		
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable		
DEADLINES/ TIME CONSTRAINTS	Fiscal Year 2024-25		
COST & FUNDING	Total cost:	\$187,000	Funding source:
			IT Legacy Modernization Fund
	TERMS (if applicable):		
	Explanation: The cost will cover the implementation and customization of the system.		
PURPOSE OF REQUEST	Implement a new cloud-based call center system with additional functionalities to improve overall effectiveness and operational efficiency while providing constituents more access to resources.		
BACKGROUND (include internal/external issues that may exist including any related motions)	Currently, the AAB, A-C, TTC, and Assessor share a phone system, which has been in place since fiscal year 2015-16. The current phone system utilizes landlines and is a collaboration between two vendors with limited functions and expandability for potential enhancements.		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: County's Strategic Plan North Star 3, Realize Tomorrow's Government Today, Focus Area Goal A, Communication and Public Access. The implementation of a new cloud-based call center system allows for additional functionalities, which constituents can access to receive better government services and an elevated level of customer service.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: <ul style="list-style-type: none"> • Elizabeth Buenrostro Ginsberg, Treasurer and Tax Collector (213) 974-2101 eginsberg@ttc.lacounty.gov • Deondria Barajas, Assistant Treasurer and Tax Collector (213) 974-2077 dbarajas@ttc.lacounty.gov • Matthew Der, Departmental Chief Information Officer (213) 866-5783 mder@ttc.lacounty.gov 		



COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 437
Los Angeles, California 90012
Telephone: (213) 974-2101 Fax: (213) 626-1812
ttc.lacounty.gov and propertytax.lacounty.gov

ELIZABETH BUENROSTRO GINSBERG
TREASURER AND TAX COLLECTOR

Board of Supervisors

HILDA L. SOLIS
First District

HOLLY J. MITCHELL
Second District

LINDSEY P. HORVATH
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

October 22, 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:

**APPROVAL FOR APPROPRIATION ADJUSTMENT TO USE FUNDS FROM THE
COUNTY'S LEGACY SYSTEM MODERNIZATION FUND FOR THE
IMPLEMENTATION OF A CLOUD-BASED CALL CENTER SYSTEM
(THREE DEPARTMENTS AFFECTED)
(ALL SUPERVISORIAL DISTRICTS) (3-VOTES)**

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

SUBJECT

The Department of Treasurer and Tax Collector (TTC) requests Board approval and authorization to use \$187,000 from obligated fund balance Committed for Information Technology (IT) Enhancements to support the design and implementation of a cloud-based call center system, which will replace the current legacy telephone system.

IT IS RECOMMENDED THAT YOUR BOARD:

Approve an appropriation adjustment and authorize the use of \$187,000 from obligated fund balance Committed for IT Enhancements (commonly known as the County's IT Legacy Modernization Fund) to implement a cloud-based call center system, which includes the cost of implementation and customization. TTC will centrally manage the new system that will serve the Assessment Appeals Board (AAB), Department of Auditor-Controller (A-C), and TTC.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The County's IT Legacy Modernization Fund was established to fund replacement of legacy systems with modern technology that improves the delivery of services to the public, generates operational improvements to one or more departments or programs, and improves interdepartmental or interagency collaboration.

Annually, TTC mails over three million property tax bills to constituents throughout Los Angeles County. As these mailings reach constituents, questions arise, and constituents attempt to contact the various departments for assistance with particular matters. During fiscal year (FY) 2023-24, TTC, AAB, and A-C received over 565,000 phone calls from constituents. Collectively, staff were able to speak with only approximately 28 percent of those constituents, due to high call volumes during peak seasons and some staffing shortages. We recognize a need to transform the call center system to assist constituents efficiently and effectively.

Currently, AAB, A-C, TTC, and the Office of the Assessor (Assessor) share a phone system, which has been in place since FY 2015-16 and is serviced under two master agreements that will reach end of life in January 2025. That system utilizes landlines and is a collaboration between two vendors, ATT and Lumen services, with limited functions and expandability for potential enhancements. In consultation with the Internal Services Department (ISD), TTC identified replacement options and evaluated the functionality of the solutions. Amazon Web Services (AWS), a cloud-based application, was identified as the most effective platform to replace the current phone system. TTC, AAB, and A-C have determined that AWS is the most effective solution, due to its ability to be customized to the needs of the departments, and will provide better overall efficiencies to both staff and constituents. The Assessor is moving forward with their own new cloud-based phone system with the same vendor which will create a seamless experience for constituents. The new platform will support the goal of streamlining information to constituents, with the ability to make information available through the use of chatbots, while allowing the various departments to be more readily available for constituent contact.

Implementation of Strategic Plan Goals

The recommended actions support the County's Strategic Plan North Star 3 - Realize Tomorrow's Government Today, Focus Area Goal A, Communication and Public Access. The implementation of a new cloud-based call center system allows for additional functionalities, which constituents can access to receive better government services. For example, a new cloud-based system allows for a callback feature which would reduce long hold times for taxpayers needing to speak with an agent. A modern system will allow the various departments to provide constituents with an elevated level of customer service.

FISCAL IMPACT/FINANCING

The attached FY 2024-25 appropriation adjustment transfers \$187,000 in one-time funding from obligated fund balance Committed for IT Enhancements to TTC's operating budget for the implementation of a cloud-based call center system. Ongoing costs will be funded through TTC's operational budget with reimbursements from AAB and A-C.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

There are no legal requirements or prohibitions to this recommended action. TTC has obtained implementation consulting services from a certified AWS partner through the Enterprise Service Master Agreement (ESMA) Work Order process for implementation services. AWS will be procured through an ISD Master Agreement.

CONTRACTING PROCESS

TTC utilized the ESMA Program to solicit and award a Work Order for project implementation management services.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended action will allow TTC to implement an industry recognized, web-based solution with additional functionalities, which would include efficiencies for both staff and constituents. A new call center system would provide a modern solution resulting in greater access to information for constituents. Under the current ATT and Lumen services, we average approximately \$32,000 in monthly charges. Moving to a new cloud-based contact center using AWS, we anticipate monthly charges to average around \$20,000 resulting in an average monthly saving of \$12,000 or approximately 38 percent.

Respectfully submitted,

Reviewed by:

ELIZABETH BUENROSTRO GINSBERG
Treasurer and Tax Collector

PETER LOO
Chief Information Officer

EBG:MD:DB:SM:ms

Attachment

c: Assessor
Chief Executive Officer
Executive Officer, Board of Supervisors
Assessment Appeals Board
Auditor-Controller
County Counsel
Internal Services Department

**MID-YEAR BUDGET ADJUSTMENT
FY 2024-25**

10/22/2024

Cluster	OPERATIONS
Type of Change	BUDGET ADJUSTMENT
Department Impacted	Treasurer and Tax Collector
Program Impacted	Property Tax Call Center Implement
Funding Type	ONE-TIME
Type of Adjustment	MID-YEAR BA
Change in Budgeted Positions	0
Votes	4

Justification

Reflects the cancellation of obligated fund balance Committed for IT Enhancements for design and implementation costs of a cloud-based property tax call center system.

Sources (Increase Revenue / Decrease Appropriation)

FUND	DEPT	LVL1	LVL2	DESCRIPTION	CAT	OBJ	DESCRIPTION	AMOUNT
A01				GENERAL FUND		3052C	COMMITTED FOR IT ENHANCEMENTS	187,000
								187,000

Uses (Increase Appropriation / Decrease Revenue)

FUND	DEPT	LVL1	LVL2	DESCRIPTION	CAT	OBJ	DESCRIPTION	AMOUNT
A01	TT	10900	10950	TREASURER AND TAX COLLECTOR - OPERAT		5500	OTHER CHARGES	187,000
								187,000

Appropriation	187,000
Intrafund Transfers	-
Revenue	187,000
Net County Cost	-

Explanation of change

This adjustment is necessary to move funds committed to IT enhancements for the cloud based property tax call center system.

Manager, CEO Approval

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	10/9/2024	
BOARD MEETING DATE	10/22/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Internal Services Department	
SUBJECT	ACCEPT \$328.72 MILLION IN FUNDING AWARDED TO ISD TO IMPLEMENT AND ADMINISTER THE CALIFORNIA ENERGY COMMISSION (CEC) SOUTHERN CALIFORNIA EQUITABLE BUILD DECARBONIZATION (EBD) PROGRAM FOR CALENDAR YEARS 2024 THROUGH 2029	
PROGRAM	CEC EBD Program	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	Period of performance is Q4 2024 to Q4 2029;	
COST & FUNDING	Total cost: \$328.72 M	Funding source: 100% CEC Grant funded
	TERMS (if applicable): Q4 2024 to Q4 2029	
	Explanation: There will be no impact to the County General Fund because the program is CEC grant funded and there are no match requirements.	
PURPOSE OF REQUEST	Requests authority to accept \$328.72M in grant award; requests authority to execute contractual agreements with contractors, CBOs, and other public agencies as well as with the CEC (grantor).	
BACKGROUND (include internal/external issues that may exist including any related motions)	ISD EES submitted a grant proposal to the CEC EBD program solicitation in June 2024 and was awarded a one-time grant to implement the CEC EBD grant funded program that support the County's clean energy objectives and prioritization.	
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: Resources will be distributed to workforce development partnerships with community based organizations across the region based on data that supports communities in most need.	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority #7 (Sustainability) by providing programs that promotes energy efficiency and conservation and sustainable practices for communities and their members in the County.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Minh Le, General Manager, MSLe@isd.lacounty.gov , 323-267-2006 Lujana Medina, Division Manager, LMedina@isd.lacounty.gov , 323-395-8871	



MICHAEL OWH
Director

County of Los Angeles
INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue
Los Angeles, California 90063

Telephone: (323) 267-2101
FAX: (323) 264-7135

Speed. Reliability. Value.

October 22, 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:

ACCEPT \$328.72 MILLION IN FUNDING AWARDED TO INTERNAL SERVICES DEPARTMENT ENERGY AND ENVIRONMENTAL SERVICES TO IMPLEMENT AND ADMINISTER THE CALIFORNIA ENERGY COMMISSION SOUTHERN CALIFORNIA EQUITABLE BUILD DECARBONIZATION PROGRAM FOR CALENDAR YEARS 2024 THROUGH 2029 (ALL SUPERVISORIAL DISTRICTS) (4 VOTES)

SUBJECT

Request the Board to accept \$328.72 million in grant funding received through the Equitable Building Decarbonization grant award program from the California Energy Commission (CEC), for calendar years (CY) 2024 through 2029, for implementation and administration by the County through the Internal Services Department (ISD)-Energy and Environmental Services (EES).

IT IS RECOMMENDED THAT YOUR BOARD:

1. Accept \$328.72 million from the CEC for CY 2024 through 2029 to implement the Equitable Building Decarbonization Efficiency (EBD) grant program;
2. Delegate authority to the Director of ISD, or their designee, to execute contractual agreements with contractors, community-based organizations (CBOs), Joint Powers Authority (JPAs), and other public agencies to implement and administer the CEC EBD grant program;
3. Delegate authority to the Director of ISD, or their designee, to execute a budget and funding agreement with the corresponding grant agency for the grant program to allow for the disbursement of funds to the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In 2022, the California State Legislature approved Assembly Bill 209 (Committee on Budget, Chapter 251, Statutes of 2022) which directed the CEC to develop the EBD Program. The CEC EBD Program is aimed to help eligible “income-qualified” residential customers electrify their homes at no cost, reducing greenhouse gas emissions and advancing energy equity. The CEC EBD Program will also encourage resiliency to extreme heat, indoor air-quality improvements, energy affordability, grid reliability, and local workforce opportunities.

In 2023, the CEC released its guidelines to address the CEC EBD Program as well as the timeline in which the grant program would be solicited. ISD-EES quickly mobilized its Southern California (SoCal) partners to formulate a coalition to harness the collective local jurisdiction trust and engagement to implement a decarbonization program that overcomes barriers and challenges to a pathway of net zero within residential buildings. In 2024, with over 32 partners the coalition developed an application led by the ISD-EES team and successfully won the administration of the SoCal CEC EBD Program.

The EBD Direct Install Program will accelerate large-scale residential building decarbonization efforts underway in SoCal. For more than a decade, the County of Los Angeles (County) has been deeply investing in the resources and relationships necessary to deliver a program of this scale and formed the SoCal EBD Coalition to collaboratively develop an EBD Program design for the SoCal region. This team consists of 55 local CBOs, community choice aggregators, regional energy networks, local government councils, tribal councils, and implementation experts that have been actively engaged in residential decarbonization efforts over the past several years and are trusted advisors within their communities.

Over the past 18 months, ISD-EES has held more than 50 planning sessions to ensure the EBD Program design is aligned with CEC objectives and local community needs. The program approach is centered around CBOs engagement who are best positioned to provide culturally appropriate outreach, education, and support. These CBOs are also uniquely positioned to support local workforce development, training, and career placement utilizing funds available outside of the EBD program.

In addition, the ISD-EES has carefully curated an implementation team of private sector Subject Matter Experts that combines nationwide expertise with direct residential decarbonization experience in California’s historically underserved communities. This implementation team will support local CBO engagement and outreach efforts with a proven and effective direct install model. The implementation team will also support home energy assessments, workforce plans, manage projects and the trade ally network, and

complete Quality Assurance/Quality Control (QA/QC). Our Implementation Partners currently deliver 18 programs in California serving single family, multifamily, and manufactured homes and will bring best practices to EBD. In addition to the right team and approach, ISD-EES has the infrastructure and administration experience in place to rapidly launch and scale the EBD program in the southern region, that will effectively serve EBD participants.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of the recommended actions aligns with County Strategic Plan North Star 2 – Foster vibrant and resilient communities, Focus Area Goal D – Sustainability. By obtaining external funding to promote environmentally responsible practices and providing no-cost services, communities' will experience increased accessibility to energy improvements and be relieved of excess energy burden. Additionally, this funding will support County Strategic Plan North Star 3 Realize tomorrow's government today, Focus Area Goal A Communication and Public Access, B Diverse and Inclusive Workforce, C Equity-Centered Policies and Practices. Resources will be distributed to workforce development partnerships with community-based organizations across the region based on data that supports communities in most need. Materials will be provided to communities in English, Cantonese, and Spanish, and can be prepared in additional languages for communities when necessary. This funding enhances our ability to deliver services, foster trust with our communities and demonstrate that we're leveraging every opportunity to create positive outcomes for communities in our region.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund because all grant program activities will utilize funding awarded from the CEC. ISD's Fiscal Year (FY) 2024-25 Adopted Budget includes \$2.75 million in appropriation and funding to begin the initial implementation of these program activities. Requests for future FY activities will be submitted with the annual budget request.

The CEC EBD Program grant award requires no match by the County.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This Board Letter is requesting your Board's approval to accept a one-time grant award in the amount of \$328.72 million from the CEC CY 2024 through 2029 to provide no-cost residential electrification retrofits that will support County communities' sustainability needs. The County will be required to submit annual reports on the performance and

budgets for this grants and will also report out to your Board annually regarding the progress of this grant supported program. The program offered by this grant will be implemented by third-party contractors, public agencies, JPAs, and community-based organizations who partnered through relationships and or contracts of the County.

ENVIRONMENTAL DOCUMENTATION

ISD does not anticipate any conflict with California Environmental Quality Act requirements as the residential retrofits will occur in existing residential properties and modifications to properties will be minimal. Any panel upgrades that require permitting will be obtained prior to the initiation of the work. The scope of work is within the class of projects that has been determined not to have a significant effect on the environment. In addition, there are no cumulative impacts, unusual circumstances, or other limiting factors that would make the exemption.

CONTRACTING PROCESS

In June of 2023, ISD Procurement Division on behalf of EES issued a competitive Energy Support Services Master Agreement (ESSMA) Request For Information (RFI) for implementation services proposal to support the implementation of the CEC EBD Program as well as the application grant submittal by a private sector implementer. The solicitation received 3 bids and was evaluated based on the criteria identified in the RFI. Based on the evaluation of the bids, ICF was identified as the selected awardee.

In addition and as required by the grant, ISD EES identified a number of grant eligible program partners that consist of local CBOs, community choice aggregators, regional energy networks, local government councils, and tribal councils that are required by the grant to support the implementation of the program across SoCal.

- 1) Based on the results of the competitive ESSMA RFI, ICF will be entered into an ESSMA Work Order agreement;
- 2) Local CBOs, community choice aggregators, regional energy networks, local government councils, and tribal councils will be contracted through MOUs. The list of these agencies are as follows:
 - a. CalChoice
 - b. California Housing Partnership
 - c. Clean Energy Alliance
 - d. Clean Power Alliance

- e. Climate Action Campaign
- f. Emerald Cities Collaborative
- g. Esperanza Community Housing Corporation
- h. Gateway Cities Council of Governments
- i. GRID Alternatives
- j. Helping Elders Live Productively
- k. House of Yahweh South Bay Outreach Center
- l. Imperial Irrigation District
- m. Inland Regional Energy Network
- n. Los Angeles Alliance for a New Economy
- o. Lawrence Berkeley National Laboratory
- p. Lincus, Incorporated
- q. Orange County Power Authority
- r. Pacoima Beautiful
- s. Physicians for Social Responsibility
- t. Recurve Analytics, Inc.
- u. Strategic Actions for a Just Economy
- v. South Bay Cities Council of Governments
- w. San Diego Community Power
- x. San Diego Urban Sustainability Coalition
- y. San Gabriel Valley Council of Governments
- z. The Energy Coalition
- aa. Niles Foundation
- bb. Tribal Energy and Climate Collective

Based on the allowable grant requirements, ISD may identify additional CBOs that could support the program. ISD would seek to enter MOUs with these additional CBOs where appropriate and with CEC approval.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

California's ambitious climate action goals include reducing emissions to 40 percent of 1990 levels by 2030 and achieving carbon neutrality by 2045. Acceptance and use of the

offered funds will support programs throughout the region and will continue to help the County, the SoCal Region, and the State of California achieve the worthy public goals of creating substantial, sustainable, and measurable energy savings, green jobs, and economic stimulus benefits.

Additionally, the County's regional sustainability plan—OurCounty—is the boldest in the nation, directly supporting these goals as well as regional efforts to improve energy equity and prepare local workers for the clean energy transition. This funding will directly contribute to the County's sustainability plan goals of resilient and healthy communities (Goal 1) as well as buildings and infrastructure that support human health and resilience (Goal 2), and it will work to decarbonize our transportation sector (Goal 8). Funding will directly support programming that will reduce greenhouse gases, support underserved communities with workforce placement and increases in electric vehicle infrastructure.

CONCLUSION

Upon Board approval, please return a copy of the adopted Board Letter to ISD.

Respectfully submitted,

MICHAEL OWH
Director

c: Chief Executive Officer
County Counsel