



# Board of Supervisors Operations Cluster Agenda Review Meeting

**DATE:** November 20, 2024

**TIME:** 2:00 p.m. – 4:00 p.m.

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

**CEO MEETING FACILITATOR:** Thomas Luscombe

**THIS MEETING IS HELD UNDER THE GUIDELINES OF BOARD POLICY 3.055**

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

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

To participate in this meeting virtually, please call teleconference number

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

Teams Meeting ID: 237 250 878 670

Passcode: UoBQAE

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

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

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

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

**1. CALL TO ORDER**

**2. GENERAL PUBLIC COMMENT**

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

- A) Board Letter:  
THREE-YEAR LEASE AMENDMENT  
DEPARTMENT OF PUBLIC HEALTH  
3530 WILSHIRE BOULEVARD, LOS ANGELES  
CEO/RE – Alexandra Nguyen-Rivera, Section Chief, Leasing
  
- B) Board Letter:  
FIVE-YEAR LEASE AMENDMENT  
SHERIFF'S DEPARTMENT  
3055 WILSHIRE BOULEVARD, LOS ANGELES  
CEO/RE – Alexandra Nguyen-Rivera, Section Chief, Leasing
  
- C) Board Letter:  
NINE-YEAR LEASE  
PROBATION DEPARTMENT  
1652-1668 WEST MISSION BOULEVARD, POMONA  
CEO/RE – Alexandra Nguyen-Rivera, Section Chief, Leasing
  
- D) Board Memo:  
ADVANCE NOTIFICATION OF INTENT TO ENTER INTO NEGOTIATIONS FOR  
A SOLE SOURCE CONTRACT WITH MOTOROLA SOLUTIONS, INC. TO  
PROVIDE MAINTENANCE AND SUPPORT SERVICES FOR CUSTODY  
DIGITAL TRUNKED LAND MOBILE RADIO SYSTEM  
LASD/CIO – Alejandra Madera, Contracts Manager
  
- E) Board Letter:  
APPROVE SOLE SOURCE AMENDMENT NUMBER FIVE TO EXTEND  
AGREEMENT NUMBER 42201 WITH DATAWORKS PLUS, LLC FOR  
CONTINUED MAINTENANCE AND SUPPORT SERVICES FOR THE DIGITAL  
MUGSHOT SYSTEM  
LASD/CIO – Derek Sabatini, Lieutenant
  
- F) Board Letter:  
APPROVAL OF AMENDMENT TO EXTEND SOLE SOURCE CONTRACT  
NUMBER FR10534 WITH PERATON INC., FOR MAINTENANCE SERVICES  
FOR 9-1-1 COMPUTER AIDED DISPATCH SYSTEM  
LACoFD/CIO – Nicholas Berkuta, Assistant Fire Chief

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

- A) HIRING IN THE COUNTY  
DHR – Johan Julin, Assistant Director

### **5. ADJOURNMENT**

**UPCOMING ITEM(S) FOR NOVEMBER 27, 2024:**

None available.

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

**[OPS\\_CLUSTER\\_COMMENTS@CEO.LACOUNTY.GOV](mailto:OPS_CLUSTER_COMMENTS@CEO.LACOUNTY.GOV)**

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	11/20/2024	
<b>BOARD MEETING DATE</b>	12/17/2024	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input checked="" type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Public Health	
<b>SUBJECT</b>	Three-year lease amendment for 66,644 square feet of office space and 314 on-site parking spaces at 3530 Wilshire Boulevard, Suites 700, 800, 900, 1010, Los Angeles, CA	
<b>PROGRAM</b>	Environmental Health (EH) program, Vaccine Preventable Disease Control Program (VPDC), Division of Chronic Disease and Injury Prevention (CDIP), and Oral Health Program (OHP) will continue to provide direct service to the public	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to <a href="mailto:EOLevineAct@bos.lacounty.gov">EOLevineAct@bos.lacounty.gov</a> to avoid delays in scheduling your Board Letter.	
<b>DEADLINES/ TIME CONSTRAINTS</b>		
<b>COST &amp; FUNDING</b>	Total cost: \$8,407,000 for the initial term. If both 1-year options are exercised, cost will be \$14,585,000 for a total of 5 years.	Funding source: The rental costs will be funded through grant funding, license and permit fees collected from regulated operations, and existing departmental resources.
	TERMS (if applicable): The proposed lease amendment will have an estimated maximum first year base rental cost is \$2,775,000, which includes parking but with a one month rent abatement of \$177,000, the first year base rental cost will equal \$2,598,000. The landlord will be responsible for all operating expenses, including utilities, janitorial, repair and maintenance to the building.	
	Explanation: Sufficient funding to cover the proposed rent for the first year of the proposed lease amendment term is included in the Fiscal Year 2024-25 Rent Expense budget and will be billed back to Public Health. DPH 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 amendment will be addressed through the annual budget process for DPH.	
<b>PURPOSE OF REQUEST</b>	Approval of the recommended actions will authorize and provide continued use of office space for Public Health.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The current lease will expire February 3, 2025. DPH plans to relocate to the County-owned facility located at 550 South Vermont Avenue upon completion of that project, estimated to be in 2027. Thereafter, the proposed lease amendment will be terminated.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
<b>DEPARTMENTAL CONTACTS</b>	Alexandra Nguyen-Rivera Section Chief, Leasing CEO Real Estate Division 213-974-4189 arivera@ceo.lacounty.gov	



## Chief Executive Office.

### COUNTY OF LOS ANGELES

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

#### CHIEF EXECUTIVE OFFICER

Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

December 17, 2024

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

Dear Supervisors:

**THREE-YEAR LEASE AMENDMENT  
DEPARTMENT OF PUBLIC HEALTH  
3530 WILSHIRE BOULEVARD, LOS ANGELES  
(SECOND DISTRICT) (3 VOTES)**

#### **SUBJECT**

Approval of a proposed three-year lease amendment to renew an existing lease to provide the Department of Public Health (DPH) continued use of 66,644 square feet of office space and up to 314 on-site parking spaces for the Environmental Health Program (EH), Vaccine Preventable Disease Control Program (VPDC), Division of Chronic Disease and Injury Prevention (CDIP), and Oral Health Program (OHP).

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

1. Find that the proposed lease amendment is exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and in the record of the project.
2. Authorize the Chief Executive Officer, or her designee, to execute the proposed lease amendment with Metroplex, LLC, a California limited liability company (Landlord), for approximately 66,644 square feet of office space and up to 314 on-site parking spaces located at 3530 Wilshire Boulevard, Suites 700, 800, 900, and 1010, Los Angeles (Premises) to be occupied by DPH. The estimated maximum first-year base rental cost is \$2,775,000 which includes parking at \$655,000, but with a one-month rent abatement of approximately \$177,000, the first-year base rental cost will equal \$2,598,000. The estimated total proposed lease amendment

cost, including on-site parking is \$8,407,000 over the three-year term. The rental costs will be funded through grant funding, license and permit fees collected from regulated operations, and existing departmental resources. DPH will not be requesting additional Net County Cost (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 amendment, and to take actions necessary and appropriate to implement the proposed lease amendment, including, without limitation, exercising any early termination rights and any options to extend the term.

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

DPH has occupied the Premises since 2001 for the EH, VPDC, CDIP, and OHP, programs, which provide both an administrative, as well as direct services to the community. The existing lease will expire on February 3, 2025.

The EH program will continue to serve the public by inspecting retail food facilities, swimming pools, and multiple family dwellings; investigating public health complaints; and holding compliance reviews with industry representatives, rental property owners, and management companies. The VPDC program provides administrative services Countywide. The program provides trainings such as the Immunization Skills Institute and Influenza Vaccination Update, among other trainings; referrals to clinics and facilities, where community members can receive standard and travel vaccinations; provides outreach and education through health fairs, and requests from community organizations; and investigate vaccine preventable incidents and reduce spread of disease. The CDIP program provides technical assistance, as well as direct services or resources to community partners in Los Angeles County. It also has administrative functions that support efforts to improve health and decrease health disparities in the County population. OHP enables families, children, and the underserved population to be linked to appropriate dental education and prevention services.

The Premises houses 321 staff with 308 workstations and ten offices. At least 95 percent of all staff telework for the VPDC, CDIP, and OHP programs. The EH program has approximately 70 percent of their staff teleworking however, require on-site coverage so that staff can quickly respond to food facility and housing complaints and provide other inspection services. This will also minimize drive time, reduce travel cost, and increase inspection service time.

DPH plans to relocate to the County-owned facility currently under construction, located at 550 South Vermont Avenue once that project is complete, estimated to be in 2027. Therefore, DPH has elected to extend the lease at the Premises on a short-term basis. The Chief Executive Office (CEO) has negotiated an early termination right, which provides the County the right to terminate the proposed lease amendment any time after the 24<sup>th</sup> month. Additionally, in the event the construction of the County-owned facility is delayed, the CEO has negotiated two one-year options to extend the term.

### **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 amendment is also consistent with the Strategic Asset Management Goal – Create countywide understanding of asset needs and priorities, and Key Objective No. 1. – Maintain Asset Inventory.

The proposed lease amendment supports the above goals and objective by providing sufficient interim office space and parking spaces for DPH staff to continue to provide services to the public, located in Los Angeles and the surrounding areas, while long term office space is secured for DPH.

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

### **FISCAL IMPACT/FINANCING**

The estimated maximum first-year base rental cost is \$2,775,000 which includes parking at \$655,000, but with a one-month rent abatement of approximately \$177,000, the first-year base rental cost will equal \$2,598,000. The aggregate cost associated with the proposed lease amendment over the term, including rent abatement, and parking is \$8,407,000 as shown in Enclosure B-1. The proposed lease amendment costs will be funded through grant funding, license and permit fees collected from regulated operations, and existing departmental resources. DPH will not be requesting additional NCC for this action.

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

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

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

- Upon commencement of the proposed lease, the annual rental rate will decrease from \$40.71 per square foot, per year to \$31.80 per square foot, per year. Base rent is subject to annual increases based on the Consumer Price Index (CPI) capped at 4 percent per annum.
- The Landlord has agreed to one month of rent abatement.
- The Landlord is responsible for all operating and maintenance cost of the building and all utilities and janitorial costs. The County has no responsibility for any operating and maintenance costs.
- A comparison of the existing lease and the proposed lease amendment terms is shown in Enclosure B-2.
- The County has the right to terminate the proposed lease amendment early any time after 24 months, with 120 days' prior written notice.
- The proposed lease amendment includes a three-year initial term with two one-year options to extend the lease amendment for an additional one year each with 120 days' notice, at CPI capped at 4 percent. If all options are exercised, the total term of the proposed lease amendment would be five years and total costs over a five-year term would be \$14,585,000.
- Holdover at the proposed lease amendment expiration is permitted on the same lease amendment terms and conditions. The monthly base rent during the holdover period will remain the same and subject to the regular increases.
- The current lease will expire February 3, 2025. The proposed lease amendment will be effective upon approval by the Board and full execution of the proposed lease amendment, but the term and rent will commence on February 4, 2025, once the current lease expires.

The CEO conducted a market search of available office space for lease but was unable to identify any sites that could accommodate this requirement more economically. Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$29.16 and \$31.80 per square foot, per year. The base annual rental rate of \$31.80 per square foot, per year for the proposed lease amendment represents a rate that is on the high end of the market range for the area due to the short-term and the subject property is the highest quality Class A office in



the mid-Wilshire office market. Despite being at the higher market range, the proposed rental rate of \$31.80 per square foot is still a significant decrease from the current rent of \$40.71 per square foot. We recommend the 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 DPH 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 amendment and approved it as to form. The proposed lease amendment is authorized by Government Code Section 25351, which allows the County to enter into leases and agreements for the leasing of buildings, as necessary, to carry out the work of the county government.

The proposed lease amendment will continue to provide a suitable location for DPH'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 amendment, which involves the leasing of existing office space 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  
December 17, 2024  
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**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

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

Respectfully submitted,

FESIA A. DAVENPORT  
Chief Executive Officer

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

Enclosures

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

**DEPARTMENT OF PUBLIC HEALTH  
3530 WILSHIRE BOULEVARD, LOS ANGELES**

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

1.	<u>Occupancy</u>	Yes	No	N/A
A	Does lease consolidate administrative functions? <sup>2</sup>			X
B	Does lease co-locate with other functions to better serve clients? <sup>2</sup>			X
C	Does this lease centralize business support functions? <sup>2</sup>			X
D	Does this lease meet the guideline of 200 sq. ft of space per person? <sup>2</sup> <b>Based on 378 employees, it is 176 square feet per person due to implementation of telework</b>		X	
E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? <sup>2</sup> <b>314 spaces is a 4.7/1,000 parking ratio</b>		X	
F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location? <sup>2</sup>	X		
2.	<u>Capital</u>			
A.	Is it a substantial net County cost (NCC) program?	X		
B	Is this a long-term County program?	X		
C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?		X	
D	If no, are there any suitable County-owned facilities available?		X	
E	If yes, why is lease being recommended over occupancy in County-owned space?			X
F	Is Building Description Report attached as Enclosure C?			X
G	Was build-to-suit or capital project considered? <sup>2</sup>			X
3.	<u>Portfolio Management</u>			
A	Did department use CEO Space Request Evaluation (SRE)?	X		
B	Was the space need justified?	X		
C	If a renewal lease, was co-location with other County departments considered?			X
D	Why was this program not co-located with other County departments?			
	1. ____ The program clientele requires a "stand alone" facility.			
	2. <u> X </u> No suitable County occupied properties in project area.			
	3. <u> X </u> No County-owned facilities available for the project.			
	4. ____ Could not get City clearance or approval.			
	5. ____ The Program is being co-located.			
E	Is lease a full-service lease? <sup>2</sup>	X		
F	Has growth projection been considered in space request?	X		
G	<sup>1</sup> Has the Dept. of Public Works completed seismic review/approval?	X		
<sup>1</sup> As adopted by the Board of Supervisors 11/17/98				
<sup>2</sup> If not, why not?				

3530 Wilshire Boulevard, Los Angeles				
Public Health				
<b>Basic Lease Assumptions</b>				
Leased Area (sq.ft.)	66,644			
Parking Spaces	314			
	Monthly	Annual		
Rent (per sq. ft.)	\$2.65	\$31.80		
Term (Months)	36	3		
Rent Abatement	1			
Annual Rent Adjustment (Initial Term)	4%			
Annual Rent Adjustment (Extended Term)	4%			
	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	Total 3 Year Rental Costs
Annual Base Rent Costs	\$2,120,000	\$2,205,000	\$2,294,000	<b>\$6,619,000</b>
Parking <sup>(1)</sup>	\$655,000	\$655,000	\$655,000	<b>\$1,965,000</b>
Total Annual Base Rent Costs	<b>\$2,775,000</b>	<b>\$2,860,000</b>	<b>\$2,949,000</b>	<b>\$8,584,000</b>
Rent Abatement	(\$177,000)			<b>(\$177,000)</b>
Total Annual Lease Costs	<b>\$2,598,000</b>	<b>\$2,860,000</b>	<b>\$2,949,000</b>	<b>\$8,407,000</b>
Option No. 1 Rent	1 <sup>st</sup> Year	Total 1 Year Rental Costs		
Annual Base Rent	\$2,386,000	<b>\$2,386,000</b>		
Parking <sup>(1)</sup>	\$655,000	<b>\$655,000</b>		
Total Paid to Landlord with Option Rent	<b>\$3,041,000</b>	<b>\$3,041,000</b>	Est. Aggregate costs of 4 yr Term:	<b>\$11,448,000</b>
Option No. 2 Rent	1 <sup>st</sup> Year	Total 1 Year Rental Costs		
Annual Base Rent	\$2,482,000	<b>\$2,482,000</b>		
Parking <sup>(1)</sup>	\$655,000	<b>\$655,000</b>		
Total Paid to Landlord with Option Rent	<b>\$3,137,000</b>	<b>\$3,137,000</b>	Est. Aggregate costs of 5 yr Term:	<b>\$14,585,000</b>
<sup>(1)</sup> The monthly parking rates are as follows: 180 spaces at \$160 per space and the other 134 spaces at \$192 per space				
<b>*Calculation note: All numbers are rounded up to ensure sufficient funds available to pay the specified expense.</b>				

### COMPARISON OF THE PROPOSED LEASE AMENDMENT TO EXISTING LEASE

	<b>Existing Lease: 3530 Wilshire Blvd.</b>	<b>Proposed Lease Amendment: 3530 Wilshire Blvd.</b>	<b>Change</b>
Area (Square Feet)	66,644 sq.ft.	66,644 sq. ft.	None
Term (years)	5 years	Three years plus two 1-year options to renew	Three years plus two 1-year options to renew.
Annual Base Rent	\$2,714,000	\$2,120,000 <sup>(1)</sup>	-\$594,000 annually
Rent Abatement	None	1 month	1 month
Annual Parking Cost	\$565,000 <sup>(2)</sup>	\$655,000 <sup>(3)</sup>	+\$90,000
Total Annual Lease Costs payable to Landlord	\$3,279,000	\$2,775,000 <sup>(1)</sup>	-\$504,000 annually
Rental rate adjustment	Annual fixed 4 percent adjustments	Annual CPI adjustments capped at 4 percent.	Annual CPI adjustments capped at 4 percent.

<sup>(1)</sup> Does not include 1 month rent abatement

<sup>(2)</sup> Does not include additional 47 spaces

<sup>(3)</sup> Includes additional 47 spaces

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

**DEPARTMENT OF PUBLIC HEALTH  
SPACE SEARCH – 3 MILE RADIUS FROM  
3530 WILSHIRE BOULEVARD, LOS ANGELES**

LACO	Name	Address	Ownership	Gross SqFt	Vacant
X550	Mental Health - Le Sage Complex Tower	550 S Vermont Ave Los Angeles 90020	Owned	171,651	NONE
X317	Le Sage Complex 4 Story Building	3175 W 6th St Los Angeles 90020	Owned	52,230	NONE
A118	Citizens Commission On Jail Violence	355 S Grand Ave Los Angeles 90071	Gratis Use	60,984	NONE
10108	Vermont Corridor - Site 1	510 S Vermont Ave Los Angeles 90020	Revenue-Leaseback	478,877	NONE
A405	Arts Commission - Wilshire - Bixel Building	1055 Wilshire Blvd Ste. 800 Los Angeles 90017	Leased	10,358	NONE
5456	Health Services Administration Building	313 N Figueroa St. Los Angeles 90012	Owned	221,359	NONE
B922	DPSS - Wilshire Special District Office	2415 W 6th St. Los Angeles 90057	Leased	46,228	NONE
0238	Foster Care Clinic Med Hub Program	3250 Wilshire Blvd 3rd Fl Los Angeles 90010	Gratis Use	231	NONE
A627	County Admin Offices - LA World Trade Center	350 S Figueroa St. Los Angeles 90071	Leased	68,314	NONE
0237	DCFS - Foster Care Medical Hub Program	4650 Sunset Blvd Los Angeles 90027	Gratis Use	78	NONE
A674	DMH - Hollywood Wellness Center	5000 W Sunset Blvd Los Angeles 90027	Leased	6,921	NONE
A683	Service Integration Pilot Project	1910 Magnolia Ave Los Angeles 90007	Leased	1,035	NONE
A600	Central Civil West Courthouse	600 S Commonwealth Ave Los Angeles 90005	Leased	281,988	NONE
A360	DPSS - Metro North AP/Calworks District Office	2601 Wilshire Blvd Los Angeles 90057	Leased	62,000	NONE

## FACILITY LOCATION POLICY ANALYSIS

**Proposed lease:** Lease Amendment for the Department of Public Health – 3530 Wilshire Boulevard, Los Angeles – Second District.

**A. Establish Service Function Category – Central Los Angeles Office**

**B. Determination of the Service Area –** The proposed lease will allow DPH to continue services located within central Los Angeles.

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

- Need for proximity to service area and population: Community need for services in central Los Angeles.
- 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.,
- Availability of affordable housing for County employees: The surrounding area provides for affordable housing and rental opportunities.
- Use of historic buildings: N/A
- Availability and compatibility of existing buildings: There are no alternative existing County buildings available to meet all of the DPH'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 \$8,407,000.

**D. Analyze results and identify location alternatives**

CEO conducted a market search of available office space for lease but was unable to identify any sites that could accommodate this requirement more economically. Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$29.16 and \$31.80 per square foot, per year. The base annual rental rate of \$31.80 per square foot, per year for the proposed lease amendment represents a rate that is on the high end of 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 amendment will provide adequate and efficient office space for 378 employees consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012.



AMENDMENT NO. 1 TO LEASE NO. 300022  
DEPARTMENT OF PUBLIC HEALTH  
3530 WILSHIRE BOULEVARD SUITES 700, 800, 900, AND 1010,  
LOS ANGELES, CALIFORNIA

This AMENDMENT NO. 1 to Lease No. 300022 ("Amendment No. 1") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between METROPLEX, LLC, a California limited liability company, hereinafter referred to as "Landlord" and the COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as "Tenant" or "County".

RECITALS

WHEREAS, Landlord and Tenant have entered into that certain Lease No. 300022 (the "Lease") dated February 4, 2020 for those certain Premises located at 3530 Wilshire Boulevard, Suites 700, 800, 900, and 1010, Los Angeles, California 90010 (the "Premises").

WHEREAS, Landlord and Tenant desire to amend the Lease as hereinafter set forth.

WHEREAS, unless otherwise defined herein, capitalized terms used herein shall have the meanings as given thereto in the Lease.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. EXTENSION OF THE LEASE TERM. The Term of the Lease shall be extended for a period of thirty-six (36) months, to commence on the first day of the first month after the date this Amendment No. 1 has been fully and mutually executed by Landlord and Tenant and approved by the Los Angeles County Board of Supervisors, but not earlier than February 4, 2025 ("New Commencement Date"). The period commencing on the New Commencement Date and terminating on the last day of the thirty-sixth (36th) month following the New Commencement Date shall be referred to herein as the "Amendment No. 1 Extension Term", subject to earlier termination by Tenant as provided herein.

2. Effective as of the New Commencement Date, Section 4.2 of the Lease shall be amended and restated in its entirety as follows:

4.2 Early Termination.

Provided Tenant is not in material default under any material term or provision contained in the Lease beyond any applicable notice and cure period, Tenant shall have a one-time right ("Termination Option") to terminate all or a portion of the Lease effective at any time after the last day of the twenty-fourth (24th) month of the Amendment No. 1 Extension Term ("Termination Date"), by giving no less than one hundred twenty (120) days' prior written notice to Landlord of such intent, such notice to be executed by Tenant's Chief Executive Office. If Tenant timely and properly exercises the Termination Option, the Lease with respect to the portion of the Premises so terminated shall expire

on the Termination Date with the same force and effect as if such date were the stated expiration date of the Lease and Landlord and Tenant shall have no further obligations under the Lease with respect to the portion of the Premises so terminated after the Termination Date except for any obligations or liabilities that explicitly survive termination as set forth in the Lease. No termination fee or penalty shall be imposed on Tenant in connection with Tenant's exercise of the Termination Option hereunder. The rights contained in this Section 4.2 shall be personal to the originally named Tenant and may be exercised only by the originally named Tenant (and not any assignee, sublessee, or other transferee of Tenant's interest in the Lease) and only if the originally named Tenant occupies the entire Premises as of the date it exercises the Termination Option in accordance with the terms of this section.

3. Effective as of the New Commencement Date, Section 5, RENT, of the Lease is hereby amended by adding the following paragraphs to the end of Section 5 as a new Sections 5.3, 5.4, and 5.5 respectively:

**5.3 Extension Term Base Rent**

Effective upon the New Commencement Date, Tenant shall pay Landlord the Base Rent of One Hundred Seventy-Six Thousand Six Hundred Six and 60/100 Dollars (\$176,606.60) per month (ie., \$2.65 SF per rentable square foot per month) payable by the 15th day of the month, after a claim therefor for each such month has been filed by Landlord with the Auditor-Controller (A-C) of the County of Los Angeles, per the terms of Section 5.1 of the Lease.

**5.4 Method of Payment and Required Information**

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

Subject to Section 5.3, 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 New 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.

5.5 Base Rent Adjustments for Extended Term

Commencing on the first anniversary of the commencement of the Amendment No. 1 Extension Term, and on each subsequent anniversary of the Amendment No. 1 Extension Term, the Base Rent shall be adjusted as follows:

(a) CPI. Commencing on the first anniversary of the New Commencement Date (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 in which the New Commencement Date occurs.

(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 New 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 New Commencement Date, 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 Amendment No. 1 Extension Term, 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:

$$\frac{\text{New Index}}{\text{Base Index}} \times \$176,606.60 \text{ (initial Base Rent)} = \text{CPI Adjusted Base Rent}$$

(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 immediately 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.

(e) Rent Abatement. Provided Tenant is not in material default under any material term or provision of the Lease beyond any applicable notice and cure period, the monthly Base Rent for the second (2nd) month of the Amendment No. 1 Extension Term shall be abated.

4. Section 7, HOLDOVER, of the Lease is hereby amended by deleting Section 7 in its entirety and adding a new Section 7 as follows:

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 thirty (30) 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 the CPI Formula or otherwise in accordance with Article 5 of this Lease), plus any other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease. All options, rights of first refusal, concessions, and discounts, if any, granted under this Lease shall be deemed terminated and of no force or effect during such holdover period.

5. Section 10.1.c., CASp Inspection, is hereby deleted in its entirety and replaced with the following new Section 10.1.c.:

c. CASp Inspection:

In accordance with California Civil Code Section 1938, Landlord hereby states that the Premises and the Common Areas 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.

6. Effective as of the New Commencement Date, Section 21, PARKING, of the Lease is hereby amended by adding a new Section 21.3 to Section 21 as follows:

21.3 Supplemental Parking Spaces

During the Amendment No. 1 Extension Term, Tenant shall have the right, but not the obligation, to lease an additional forty-seven (47) unreserved parking spaces at the Building's prevailing parking rates, subject to availability at the Building.

7. Section 30.13, COUNTERPARTS, of the Lease is hereby amended by deleting it in its entirety and adding a new paragraph to Section 30.13 as follows:

30.13 Counterparts

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 and 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.

7. Effective as of the New Commencement Date, Section 35, OPTION TO EXTEND, of the Lease is hereby amended by deleting it in its entirety and adding a new paragraph to Section 35 as follows:

35.1 Option Terms

Provided Tenant is not in material default under any material term or provision contained in the Lease beyond any applicable notice and cure period, and is in possession of the Premises at the time Tenant exercises its option, Tenant shall have two (2) options to extend the Term of this Lease ("Extension Option(s)") for an additional period of one (1) year per option (each "Option Term") for all of the space then under the Lease under the same terms and conditions except for the monthly installment of Base Rent. If Tenant wishes to exercise the Extension Option, Tenant shall deliver written notice to Landlord no less than six (6) months

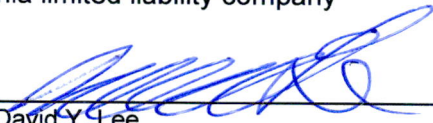
prior to the expiration of the then existing Term ("Exercise Notice"). If Tenant fails to timely deliver the Exercise Notice, Tenant shall be considered to have elected not to exercise the Extension Option. The Base Rent payable during each Option Term shall be equal to the Base Rent payable immediately before such Option Term as increased in accordance with the CPI Formula set forth in Section 5.5 of this Lease. Except for Base Rent at the new rate, all of the terms and conditions of the Lease shall remain the same and shall remain in full force and effect throughout the Option Term; provided, however, that any free rent, improvement allowances, moving allowances, lease assumption payments, plan design allowances (or payments), expansion options, opportunity rights or other similar concessions provided for in the Lease shall not apply during any Option Term. The rights contained in this Section 35.1 shall be personal to the originally named Tenant and may be exercised only by the originally named Tenant (and not any assignee, sublessee, or other transferee of Tenant's interest in this Lease) and only if the originally named Tenant occupies the entire Premises as of the date it exercises an Extension Option in accordance with the terms of this section.

*[SIGNATURE PAGE IMMEDIATELY FOLLOWS]*

WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 or caused it to be duly executed.

LANDLORD:

METROPLEX, LLC,  
a California limited liability company

By:   
Name: David Y. Lee  
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

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	11/20/2024	
<b>BOARD MEETING DATE</b>	12/17/2024	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input checked="" type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Sheriff's Department	
<b>SUBJECT</b>	Five-year lease renewal	
<b>PROGRAM</b>	Psychological Services Bureau (PSB)	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to <a href="mailto:EOLevineAct@bos.lacounty.gov">EOLevineAct@bos.lacounty.gov</a> to avoid delays in scheduling your Board Letter	
<b>DEADLINES/ TIME CONSTRAINTS</b>	Lease has been in holdover since April 14, 2024, with a holdover fee of 25%.	
<b>COST &amp; FUNDING</b>	Total cost: \$1,425,000	Funding source: 100% net County cost
	TERMS (if applicable): The proposed lease amendment will have an annual first year cost of \$283,000, but with a one-month rent abatement of \$19,000 and one-time credit of \$47,000, will equal \$217,000, which includes 32 parking spaces, where the landlord will be responsible for all operating expenses, including utilities, janitorial, repair and maintenance to the building.	
	Explanation: Sheriff 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 Sheriff.	
<b>PURPOSE OF REQUEST</b>	Approval of the recommended action will authorize and provide use of office space for Sheriff's Psychological Services Bureau (PSB).	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	Lease has been in holdover since April 14, 2024 with a holdover fee of 25% and as such, CEO has negotiated a rent credit of \$47,000 that is inclusive of any fees paid by County. SH intends to relocate to another site to better meet the programs' needs. SH will remain at the premises while a suitable site is secured and built out, and, upon completion, intends to vacate and terminate the proposed lease amendment.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
<b>DEPARTMENTAL CONTACTS</b>	Alexandra Nguyen-Rivera Section Chief, Leasing CEO Real Estate Division 213-974-4189 arivera@ceo.lacounty.gov	





**Chief  
Executive  
Office.**

**COUNTY OF LOS ANGELES**

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

**CHIEF EXECUTIVE OFFICER**

Fesia A. Davenport

*"To Enrich Lives Through Effective and Caring Service"*

December 17, 2024

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

Dear Supervisors:

**FIVE-YEAR LEASE AMENDMENT  
SHERIFF'S DEPARTMENT  
3055 WILSHIRE BOULEVARD, LOS ANGELES  
(SECOND DISTRICT) (3 VOTES)**

**SUBJECT**

Approval of a proposed five-year lease amendment to renew an existing lease to provide the Sheriff's Department (Sheriff) continued use of 8,054 square feet of office space and 32 on-site parking spaces for the Psychological Services Bureau (PSB).

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed lease amendment is exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and in the record of the project.
2. Authorize the Chief Executive Officer, or her designee, to execute the proposed lease amendment with 3055 Wilshire LLC, a California Limited Liability Company (Landlord), for approximately 8,054 square feet of office space and 32 on-site parking spaces located at 3055 Wilshire Boulevard, Suite 200, Los Angeles (Premises) to be occupied by the Sheriff. The estimated maximum first year base rental cost is \$283,000 including parking, but with a one-month rent abatement of approximately \$19,000 and one-time rent credit of \$47,000, will equal \$217,000. The estimated total proposed lease amendment cost is \$1,425,000 over the five-year term. The rental costs will be funded 100 percent by net County cost (NCC) that is already included in the Sheriff's existing budget. The Sheriff 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 amendment, and to take actions necessary and appropriate to implement the proposed lease, including, without limitation, exercising any early termination rights.

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

The Sheriff has occupied the Premises since 1999 and has been in holdover since its lease expiration on April 14, 2024, with a 25 percent holdover fee. The Sheriff uses the Premises for its PSB, which provides various services and programs to its sworn and professional personnel, their family members and significant others, focusing on personal and/or job-related stress issues, thereby allowing staff to perform their duties more effectively. PSB accomplishes this by providing multiple services including confidential counseling for staff and their families, 24 hours a day, seven days a week crisis intervention, critical incident debriefing, psychological consultation to staff and department units, and prevention education and access to the Sheriff's Peer Support Program.

The Premises houses 32 on-site staff with 32 workstations, and 32 on-site parking spaces. There are no immediate plans for teleworking due to the nature of the direct services provided to the Sheriff's staff. Due to the programs' growth and limited size of the current Premises, the Sheriff intends to relocate PSB to another site to better meet the programs' needs. The proposed lease amendment allows the Sheriff to remain in the Premises while a suitable site is secured and built out, and, upon completion, to the Sheriff will vacate the Premises and terminate the proposed lease amendment. The Premises has adequate parking and is near public transportation.

### **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 amendment is also consistent with the Strategic Asset Management Goal – Create countywide understanding of asset needs and priorities and Key Objective No. 5 – Fund Highest Priority Needs.

The proposed lease amendment supports the above goals and objective by providing the Sheriff's PSB with space to provide support services to its staff, so staff can perform at their best.

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

### **FISCAL IMPACT/FINANCING**

The estimated maximum first year base rental cost is \$283,000, which includes parking at \$55,000 per year, but with one month rent abatement of \$19,000 and one-time rent credit of \$47,000, the first-year base rental cost is \$217,000. The aggregate cost associated with the proposed lease amendment over the entire five-year term, including utilities, janitorial, parking, and taxes, is \$1,425,000 as shown in Enclosure B-1. The proposed lease amendment costs will be fully funded by 100 percent NCC that is already included in the Sheriff's existing budget. The Sheriff will not be requesting additional NCC for this action.

Sufficient funding to cover the proposed rent for the first year of the proposed lease amendment term is included in the Fiscal Year 2024-25 Rent Expense budget and will be billed back to the Sheriff. The Sheriff 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 amendment will be addressed through the annual budget process for the Sheriff.

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

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

- Upon commencement of the proposed lease amendment, the annual rental rate will decrease from \$32.40 per square foot, per year, to \$28.20 per square foot, per year. Base rent is subject to annual fixed 3 percent increases.
- The Landlord has agreed to one month of rent abatement.
- The Landlord will provide a one-time rent credit of \$47,000, which will reimburse the County for the holdover fees paid through December 31, 2024.
- The Landlord is responsible for the operating and maintenance costs of the building and all utilities and janitorial costs. The County is not subject to the building's operating expense increases.
- The current parking rate will remain the same at \$130 per space per month for the first 16 parking spaces and \$156 per space per month for an additional 16 parking spaces, for a total of 32 on-site parking spaces.

- A comparison of the existing lease and the proposed lease amendment is shown in Enclosure B-2.
- The proposed lease amendment is for a five-year term with no options to renew.
- The County has the right to terminate the proposed lease amendment early any time after 24 months, with 120 days' prior written notice.
- Holdover at the proposed lease amendment expiration is permitted on the same lease terms and conditions except the monthly base rent during the holdover period will increase by 25 percent of the base rent at the time of the proposed lease amendment expiration for the first 12 months and 50 percent of the base rent at the time of the proposed lease amendment expiration.
- The proposed lease amendment will be effective upon approval by the Board and full execution of the proposed lease amendment, but the term and rent will commence on the first day of the month following full execution of the proposed lease amendment 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 \$27 and \$31.80 per square foot, per year. The base annual rental rate of \$28.20 per square foot, per year for the proposed lease amendment represents a rate that is on the low end of the market range for the area. Further, relocation to a new building would require costly new tenant improvements and disrupt services. We recommend the proposed Premises as the most suitable to meet the County's space requirements.

Co-working office space is not suitable for this requirement due to the sensitive nature of direct services provided by the Sheriff at this location that also require access to confidential records.

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

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

### **ENVIRONMENTAL DOCUMENTATION**

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

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

The Honorable Board of Supervisors  
December 17, 2024  
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**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

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

Respectfully submitted,

FESIA A. DAVENPORT  
Chief Executive Officer

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

Enclosures

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

**SHERIFF'S DEPARTMENT  
3055 WILSHIRE BOULEVARD, LOS ANGELES**

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

1. <u>Occupancy</u>		Yes	No	N/A
A	Does lease consolidate administrative functions? <sup>2</sup>			<b>X</b>
B	Does lease co-locate with other functions to better serve clients? <sup>2</sup>		<b>X</b>	
C	Does this lease centralize business support functions? <sup>2</sup>		<b>X</b>	
D	Does this lease meet the guideline of 200 sq. ft of space per person? <sup>2</sup> <b>Based on 32 employees, space is 252 SF/person due to private meeting rooms.</b>		<b>X</b>	
E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? <sup>2</sup>	<b>X</b>		
F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location? <sup>2</sup>	<b>X</b>		
2. <u>Capital</u>				
A.	Is it a substantial net County cost (NCC) program?	<b>X</b>		
B	Is this a long-term County program?	<b>X</b>		
C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?		<b>X</b>	
D	If no, are there any suitable County-owned facilities available?		<b>X</b>	
E	If yes, why is lease being recommended over occupancy in County-owned space?			<b>X</b>
F	Is Building Description Report attached as Enclosure C?			<b>X</b>
G	Was build-to-suit or capital project considered? <sup>2</sup>			<b>X</b>
3. <u>Portfolio Management</u>				
A	Did department use CEO Space Request Evaluation (SRE)?	<b>X</b>		
B	Was the space need justified?	<b>X</b>		
C	If a renewal lease, was co-location with other County departments considered?		<b>X</b>	
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><b>X</b></u> No County-owned facilities available for the project.			
	4. ____ Could not get City clearance or approval.			
	5. ____ The Program is being co-located.			
E	Is lease a full-service lease? <sup>2</sup>	<b>X</b>		
F	Has growth projection been considered in space request?	<b>X</b>		
G	<sup>1</sup> Has the Dept. of Public Works completed seismic review/approval?	<b>X</b>		
<sup>1</sup> As adopted by the Board of Supervisors 11/17/98				
<sup>2</sup> If not, why not?				

**OVERVIEW OF THE PROPOSED BUDGETED LEASE COSTS**

3055 Wilshire Boulevard, Los Angeles  
 Sheriff's Department

**Basic Lease Assumptions**

Leased Area (sq.ft.)	8,054	
Parking Spaces	32	\$ 143.00 per space
	<b>Monthly</b>	<b>Annual</b>
Rent (per sq. ft.)	\$2.35	\$28.20
Term (Months)	60	5
Rent Abatement	19,000	
Annual Rent Adjustment	3%	

	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year	Total 5 Year Rental Costs
<b>Annual Base Rent Costs <sup>(1)</sup></b>	\$228,000	\$235,000	\$243,000	\$251,000	\$259,000	<b>\$1,216,000</b>
<b>Parking Costs</b>	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	<b>\$275,000</b>
<b>Total Annual Base Rent Costs</b>	<b>\$283,000</b>	<b>\$290,000</b>	<b>\$298,000</b>	<b>\$306,000</b>	<b>\$314,000</b>	<b>\$1,491,000</b>
<b>Rent Abatement <sup>(2)</sup></b>	(\$19,000)					<b>(\$19,000)</b>
<b>Rent Credit <sup>(3)</sup></b>	(\$47,000)					<b>(\$47,000)</b>
<b>Total Annual Lease Costs</b>	<b>\$217,000</b>	<b>\$290,000</b>	<b>\$298,000</b>	<b>\$306,000</b>	<b>\$314,000</b>	<b>\$1,425,000</b>

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

<sup>(2)</sup> Rent is abated for month 2.

<sup>(3)</sup> One time rent credit.

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



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

	<b>Existing Lease: 3055 Wilshire Blvd, Los Angeles</b>	<b>Proposed Lease Amendment: 3055 Wilshire Blvd, Los Angeles</b>	<b>Change</b>
Area (Square Feet)	8,054 sq.ft.	8,054 sq.ft.	No Change
Term (years)	5 years	5 years	No Change
Annual Base Rent <sup>(1)</sup>	\$261,000	\$228,000	-\$33,000 annually
Annual Parking Cost	\$55,000	\$55,000	No change
Total Annual Lease Costs payable to Landlord	\$316,000	\$217,000 which includes one month of rent abatement and a one-time credit of \$47,000	-\$99,000 annually
Rental rate adjustment	Annual fixed 4 percent increases	Annual fixed 3 percent increases	Annual fixed 3 percent increases

<sup>(1)</sup> Does not include rent abatement and rent credit

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

## SHERIFF'S DEPARTMENT

SPACE SEARCH – 3 MILE RADIUS FROM  
3055 WILSHIRE BOULEVARD

LACO	Property Name	Address	Ownership	Gross SQFT	Vacant
A429	HS - Office of Diversion and Reentry	222 S Hill St., Los Angeles, CA 90012	Leased	15,738	No
A429	HS - Office of Diversion and Reentry	222 S Hill St., Los Angeles, CA 90012	Leased	16,769	No
A627	County Admin Offices - LA World Trade Center	350 S Figueroa St., Los Angeles, CA 90071	Leased	15,601	No
A632	Office of Inspector	312 S Hill St. Grand Central Market, Los Angeles, CA 90012	Leased	9,782	No
0181	Kenneth Hahn Hall of Administration	222 N Grand, Los Angeles, CA 90012	Owned	8,976	No
0181	Kenneth Hahn Hall of Administration	222 N Grand, Los Angeles, CA 90012	Owned	15,592	No
A336	Sheriff - Wilshire Centre Building	3055 Wilshire Blvd, Los Angeles, CA 90010	Leased	8,054	No
10108	Vermont Corridor - Site 1	510 S Vermont Ave, Los Angeles, CA 90020	Revenue-Leaseback	17,203	No
P0000015	2200 W 3rd - Rampart/ Westlake Healthcare Clinic	2200 W 3rd St, Los Angeles, CA 90057	Leased	5,901	No
B500	DHS - Workforce Development Program	500 S Virgil Ave, Los Angeles, CA 90020	Permit	8,000	No

## FACILITY LOCATION POLICY ANALYSIS

**Proposed lease:** Lease Amendment for the Sheriff's Department – 3055 Wilshire Boulevard, Los Angeles – Second District.

**A. Establish Service Function Category – Sheriff's Psychological Service Bureau (PSB)**

**B. Determination of the Service Area –** The proposed lease renewal will allow the Sheriff to continue providing services to sworn officers throughout the County.

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

- Need for proximity to service area and population: Continuing need for existing operation to be centrally located in support of PSB services.
- 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 including a Metro bus lines and Metro B line.
- 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 the Sheriff'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 amendment over the entire term is \$1,425,000.

**D. Analyze results and identify location alternatives**

Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$27 and \$31.80 per square foot, per year. The base annual rental rate of \$28.20 per square foot, per year for the proposed lease amendment represents a rate that is on the low end of the market range for the area. Further, relocation to a new building would require costly new tenant improvements and disrupt services. We recommend the proposed Premises as the most suitable to meet the County's space requirements.

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

The proposed lease amendment will provide adequate and efficient office space for 32 employees consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012.

AMENDMENT NO. 1 TO LEASE NO. 300037  
COUNTY OF LOS ANGELES  
SHERIFF DEPARTMENT  
3055 WILSHIRE BOULEVARD, SUITE 200, LOS ANGELES, CA 90010

This AMENDMENT NO. 1 TO LEASE NO. 300037 ("Amendment No. 1") is made, entered and dated as of this \_\_\_\_ of \_\_\_\_\_, 2024 ("Effective Date"), by and between 3055 WILSHIRE, LLC, a California limited liability company (the "Landlord"), and the COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant"), for certain premises located in that certain building located at 3055 Wilshire Boulevard, City of Los Angeles, County of Los Angeles, State of California ("Building").

RECITALS:

- A. WHEREAS, Landlord and Tenant entered into that certain lease agreement dated April 14, 2020 (the "Original Lease") where Landlord leased to Tenant and Tenant leased from Landlord approximately 8,054 rentable square feet located in Suite 200 of the Building ("Premises"). The Original Lease and this Amendment No. 1 shall be collectively referred to herein as the "Lease".
- B. WHEREAS, Landlord and Tenant desire to, among other matters, extend the Term of the Lease and desire to amend the Lease as set forth below.
- C. Unless otherwise defined herein, capitalized terms used herein shall have the meanings as defined in the Original Lease.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, and mutual covenants, promises, and conditions hereinafter contained, the parties hereby agree, to amend the Lease as follows:

1. EXTENSION OF THE LEASE TERM. The Term of the Lease shall be extended by a period of five (5) years commencing on the first day of the first month following the Effective Date (the "Extension Term Commencement Date"). The period commencing on the Extension Term Commencement Date and terminating on the day immediately before the fifth (5th) anniversary of the Extension Term Commencement Date shall be referred to herein as the "Extension Term."
2. BASE RENT. Effective upon the Commencement Date, Section 1.1h., Base Rent, of the Original Lease is hereby deleted in its entirety and the following paragraph shall be added as a new Section 1.1h, Base Rent, to the Original Lease:
  - h. Base Rent: Eighteen Thousand Nine Hundred Twenty-Six and 90/100 Dollars (\$18,926.90) per month (i.e., \$2.35 per rentable square foot per month) adjustable only as provided in Section 5 hereof.
3. RENT. Effective upon the Commencement Date, Section 5, RENT, of the Original Lease is hereby deleted in its entirety and following paragraphs shall be added as a new Section 5, RENT, to the 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-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 Base Rent Adjustments

Tenant agrees to pay as Base Rent for the Premises during the Extension Term,

as described in Section 1.1.h.

From and after the first (1st) anniversary of the Extension Term Commencement Date (the "Adjustment Date") and on every anniversary of the Adjustment Date thereafter, Base Rent shall be increased by three percent (3%) of the Base Rent payable in the immediately preceding month. Thus, the monthly installment of Base Rent for the Premises shall be as follows:

Months of Extension Term	Monthly Installment of Base Rent	Rate per Rentable Square Foot
1-12	\$18,926.90	\$2.35
13-24	\$19,494.71	\$2.42
25-36	\$20,079.55	\$2.49
37-48	\$20,681.93	\$2.57
49-60	\$21,302.39	\$2.64

4. RENT ABATEMENT. Provided Tenant is not in material default under any material term or provision of the Lease beyond any applicable notice and cure period, the Base Rent for the second (2nd) month of the Extension Term shall be abated in the sum of \$18,926.90. Notwithstanding the foregoing or any language to the contrary contained herein, Landlord agrees to credit to Tenant the sum of \$47,000.00 that shall be credited towards the Base Rent upon the Extension Term Commencement Date to compensate Tenant for holdover rent to be paid by Tenant through December 31, 2024.

5. EARLY TERMINATION. Effective upon the Extension Term Commencement Date, Section 4.2, Termination Rights, of the Original Lease is hereby deleted in its entirety and the following paragraph shall be added as a new Section 4.2, Early Termination:

"4.2. Early Termination: Provided Tenant is not in material default under any material term or provision contained in the Lease beyond any applicable notice and cure period, Tenant shall have a one-time right ("Termination Option") to terminate the Lease effective at any time after the twenty-fourth (24th) month of the Extension Term ("Termination Date"), by giving no less than one hundred twenty (120) days prior written notice to Landlord of such intent, such notice to be executed by Tenant's Chief Executive Office. If Tenant timely and properly exercises the Termination Option, the Lease shall expire on the Termination Date with the same force and effect as if such date were the stated expiration date of the Lease and Landlord and Tenant shall have no further obligations under the Lease after the Termination Date except for any obligations or liabilities that explicitly survive termination as set forth in the Lease. No termination fee or penalty shall be imposed on Tenant in connection with Tenant's exercise of the Termination Option hereunder. The rights contained in this Section 4.2 shall be personal to the originally named Tenant and may be exercised only by the originally named Tenant (and not any assignee, sublessee, or other transferee of Tenant's interest in the Lease) and only if the originally named Tenant occupies the entire Premises as of the date it exercises the Termination Option in accordance with the terms of this Section."

6. COUNTERPARTS; ELECTRONIC SIGNATURES. This Amendment No. 1 and any other

document necessary for the consummation of the transaction contemplated by this Amendment No. 1 may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Amendment No. 1 and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Amendment No. 1 had been delivered had been signed using a handwritten signature. Landlord and Tenant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Amendment No. 1 is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Amendment No. 1 based on the foregoing forms of signature. If this Amendment No. 1 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.

7. CHOICE OF LAW. The terms and provisions of this Amendment No. 1 shall be construed in accordance with, and governed by, the laws of the State of California without application of any choice of laws provisions.

8. ENTIRE AGREEMENT AND MODIFICATION. The Lease as modified by this Amendment No. 1 constitutes the final, complete and exclusive statement of the terms of the agreement of Tenant and Landlord, and is binding on and inures to the benefit of the respective heirs, representatives, successors and assigns of Tenant and Landlord. This Amendment No. 1 shall be deemed to be incorporated into the Lease and made a part thereof. All references to the Lease in any other document shall be deemed to refer to the Lease as modified by this Amendment No. 1. Except as modified by this Amendment No. 1, all of the terms and conditions of the Lease shall remain in full force and effect. In the event that the terms of this Amendment No. 1 conflict with the terms of the Lease and its schedules, the terms of this Amendment No. 1 shall control. Neither Tenant nor Landlord has been induced to enter into this Amendment No. 1 by, nor is Tenant or Landlord relying upon, any representation or warranty other than those set forth in this Amendment No. 1. Any agreement made after the date of this Amendment No. 1 shall be ineffective to amend this Amendment No. 1, in whole or in part, unless such agreement is in writing, is signed by Tenant and Landlord, and specifically states that the agreement amends or modifies this Amendment No. 1 (or the Lease, as amended by this Amendment No. 1).

9. PARTIAL INVALIDITY. If any term, covenant or provision of this Amendment No. 1 is, to any extent, held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Amendment No. 1, or the application of that term, covenant or provision to persons or circumstances other than those as to which it is held to be invalid or unenforceable,



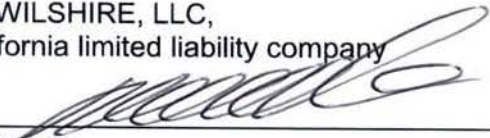
will not be affected by such invalidity or unenforceability, and all other terms, covenants and conditions of this Amendment No. 1 will be valid and enforceable to the fullest extent permitted by law.

*[SIGNATURE PAGE IMMEDIATELY FOLLOWS]*

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 as of the Effective Date.

LANDLORD:

3055 WILSHIRE, LLC,  
a California limited liability company

By:   
Name: David Y. Lee  
Title: \_\_\_\_\_

TENANT:

COUNTY OF LOS ANGELES,  
a body politic and corporate

FESIA A. DAVENPORT  
Chief Executive Officer

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

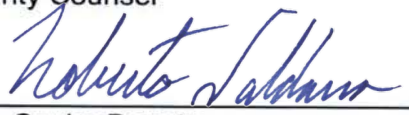
ATTEST:

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

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By:   
Senior Deputy

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	11/20/2024	
<b>BOARD MEETING DATE</b>	12/17/2024	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Probation	
<b>SUBJECT</b>	Nine-year lease for 21,680 square feet of office space and 111 on-site parking spaces at 1652-1668 West Mission Boulevard, Pomona	
<b>PROGRAM</b>	Post-Release Supervised Persons Assembly Bill (AB) 109 Program	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to <a href="mailto:EOLevineAct@bos.lacounty.gov">EOLevineAct@bos.lacounty.gov</a> to avoid delays in scheduling your Board Letter.	
<b>DEADLINES/ TIME CONSTRAINTS</b>		
<b>COST &amp; FUNDING</b>	Total cost: \$6,858,000 for the entire term	Funding source: The rental costs will be funded by net County cost (NCC) and AB 109 revenue that is already included in Probation's existing budget. Probation will not be requesting additional NCC for this action
	TERMS (if applicable): The proposed lease will have an estimated maximum first year base rental cost is \$599,000, which includes parking at no additional cost. The landlord will be responsible for the operating expenses, including janitorial, repair and maintenance to the building. The County is responsible for electric.	
	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 Probation. Probation 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 Probation.	
<b>PURPOSE OF REQUEST</b>	Approval of the recommended actions will authorize and provide continued use of office space for Probation.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The lease has been in holdover since February 28, 2023, with no holdover fee. This proposed renewal was previously approved as one of the AB 109 leases to renew.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
<b>DEPARTMENTAL CONTACTS</b>	Alexandra Nguyen-Rivera Section Chief, Leasing CEO Real Estate Division 213-974-4189 arivera@ceo.lacounty.gov	



## Chief Executive Office.

### COUNTY OF LOS ANGELES

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

#### CHIEF EXECUTIVE OFFICER

Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

December 17, 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  
PROBATION DEPARTMENT  
1652-1668 WEST MISSION BOULEVARD, POMONA  
(FIRST DISTRICT) (3 VOTES)**

#### **SUBJECT**

Approval of a proposed nine-year lease to renew an existing lease to provide the Probation Department (Probation) continued use of 21,680 square feet of office space and 111 on-site parking spaces for the Post-Release Supervised Persons (PSP) Assembly Bill (AB) 109 Program.

#### **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 SAFCO EQUITY PARTNERSHIP, LP., a California limited partnership (Landlord), for approximately 21,680 square feet of office space and 111 on-site parking spaces located at 1652-1668 West Mission Boulevard, Pomona (Premises) to be occupied by Probation. The estimated maximum first-year base rental cost is \$599,000. The estimated total proposed lease cost, including electricity, is \$6,858,000 over the nine-year term. The rental costs will be funded by net County cost (NCC) and AB 109 revenue that is already included in

Probation's existing budget. Probation 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**

Probation has occupied the Premises since 1991 to provide services to the East San Gabriel Valley area. The lease expired on February 28, 2023, with no additional holdover fees. Services at the Premises include investigation, assessment, supervision of juvenile Probation clients, adult Probation clients, and PSP AB 109 program. The clients require Probation's oversight after release by the State of California. The office also provides Probation services to the Superior Court mandated by State Law, community-based organizations and other agencies. Supervision of clients occurs in the office and in the field.

There are approximately 134 staff using 134 workstations at the Premises and approximately 50-100 visitors per day. Due to the direct services provided by Probation at the Premises, teleworking is not a viable option. Probation would like to remain at the Premises due to the high costs of relocating, and lack of available alternative space in the service area.

It is expected that Probation will continue servicing the public in this region of Los Angeles County indefinitely. The proposed lease will enable Probation to remain and serve Los Angeles County, avoid relocation costs, and interruption of services. The proposed Premises is centrally located and is near public bus transportation routes.

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

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

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

The proposed lease supports the above goals and objective by allowing Probation to continue operating in a location directly in the community which provides easy access to information and responsive services.

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 \$599,000, which includes parking at no additional cost. The aggregate cost associated with the proposed lease over the entire term, including electricity, is \$6,858,000 as shown in Enclosure B-1. The proposed lease costs will be funded by NCC and AB 109 revenue that is already included in Probation's existing budget. Probation 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 Probation. Probation 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 Probation.

### **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 \$22.80 per square foot, per year to \$27.60 per square foot, per year. Base rent is subject to annual increases based on fixed annual increases of 3 percent.
- The Landlord is responsible for the operating and maintenance costs of the building, and the County is responsible for utilities. The County is not subject to the building's operating expense increases.
- There are 111 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 proposes a nine-year term with no option to extend.
- The County has the right to terminate the proposed lease early any time after the 48th month, with 180 days' prior written notice to the Landlord.
- Holdover at the proposed lease expiration is permitted on the same lease terms

and conditions except the monthly base rent during the holdover period will increase by 3 percent of the base rent at the time of the lease expiration for the first three months and then increase by 25 percent. Any holdover rent paid during the holdover period will be credited back to the County if the County renews the proposed lease.

- The County shall have the Right of First Offer to lease any additional space of the building.
- The proposed lease will be effective and the term and rent will commence upon the first day of the first calendar month following approval by the Board and full execution of the proposed lease.

The Chief Executive Office conducted a market search of available office space for lease but was unable to identify any sites that could accommodate this requirement more economically. Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$22.32 and \$30.60 per square foot, per year. The base annual rental rate of \$27.60 per square foot, per year for the proposed lease represents a rate that is within the market range for the area. Further, relocation to a new building would require costly new tenant improvements and disrupt services. We recommend the 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 Probation 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 Pomona 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 Probation'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. Probation concurs with the proposed lease and recommendations.

Respectfully submitted,

FESIA A. DAVENPORT  
Chief Executive Officer

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

Enclosures

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



**PROBATION DEPARTMENT  
1652-1668 WEST MISSION BOULEVARD, POMONA**

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

1.	<u>Occupancy</u>	Yes	No	N/A
A	Does lease consolidate administrative functions? <sup>2</sup>			X
B	Does lease co-locate with other functions to better serve clients? <sup>2</sup>			X
C	Does this lease centralize business support functions? <sup>2</sup>			X
D	Does this lease meet the guideline of 200 sq. ft of space per person? <sup>2</sup> <b>Based on 134 employees, it is 162 square feet per person</b>		X	
E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? <sup>2</sup> <b>111 spaces is a 5.12/1,000 parking ratio</b>		X	
F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location? <sup>2</sup>	X		
2.	<u>Capital</u>			
A.	Is it a substantial net County cost (NCC) program?	X		
B	Is this a long-term County program?	X		
C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?		X	
D	If no, are there any suitable County-owned facilities available?		X	
E	If yes, why is lease being recommended over occupancy in County-owned space?			X
F	Is Building Description Report attached as Enclosure C?	X		
G	Was build-to-suit or capital project considered? <sup>2</sup>		X	
3.	<u>Portfolio Management</u>			
A	Did department use CEO Space Request Evaluation (SRE)?	X		
B	Was the space need justified?	X		
C	If a renewal lease, was co-location with other County departments considered?			X
D	Why was this program not co-located with other County departments?			
	1. ____ The program clientele requires a "stand alone" facility.			
	2. ____ No suitable County occupied properties in project area.			
	3. <u>X</u> ____ No County-owned facilities available for the project.			
	4. ____ Could not get City clearance or approval.			
	5. ____ The Program is being co-located.			
E	Is lease a full-service lease? <sup>2</sup> <b>County pays electric.</b>		X	
F	Has growth projection been considered in space request?	x		
G	<sup>1</sup> Has the Dept. of Public Works completed seismic review/approval?	X		
<sup>1</sup> As adopted by the Board of Supervisors 11/17/98				
<sup>2</sup> If not, why not?				

**OVERVIEW OF THE PROPOSED BUDGETED LEASE COSTS**

1652- 1668 Mission Blvd, Pomona  
 Probation

**Basic Lease Assumptions**

Leased Area (sq.ft.)	21,680	
Parking Spaces	111	
	<b>Monthly</b>	<b>Annual</b>
Rent (per sq. ft.)	\$2.30	\$27.60
Term (Months)	108	9
Rent Abatement	0	
Annual Rent Adjustment	3%	

	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year	6 <sup>th</sup> Year	7 <sup>th</sup> Year	8 <sup>th</sup> Year	9 <sup>th</sup> Year	Total 9 Year Rental Costs
<b>Annual Base Rent Costs</b>	\$599,000	\$617,000	\$636,000	\$656,000	\$676,000	\$697,000	\$718,000	\$740,000	\$763,000	<b>\$6,102,000</b>
<b>Total Lease Costs Paid to LL</b>	\$599,000	\$617,000	\$636,000	\$656,000	\$676,000	\$697,000	\$718,000	\$740,000	\$763,000	<b>\$6,102,000</b>
<b>Utilities-Electric<sup>(1)</sup></b>	\$84,000	\$84,000	\$84,000	\$84,000	\$84,000	\$84,000	\$84,000	\$84,000	\$84,000	<b>\$756,000</b>
<b>Total Annual Lease Costs</b>	<b>\$683,000</b>	<b>\$701,000</b>	<b>\$720,000</b>	<b>\$740,000</b>	<b>\$760,000</b>	<b>\$781,000</b>	<b>\$802,000</b>	<b>\$824,000</b>	<b>\$847,000</b>	<b>\$6,858,000</b>

<sup>(1)</sup> County is responsible for electric cost. Based on historical FY23-24 use. 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**

	<b>Existing Lease: 1652-1668 West Mission Boulevard</b>	<b>Proposed Lease 1652-1668 West Mission Boulevard</b>	<b>Change</b>
Area (Square Feet)	21,680 sq.ft.	21,680 sq.ft.	None
Term (years)	Seven years	Nine years	+ 2 years
Annual Base Rent	\$495,000	\$599,000	+\$104,000
Total Annual Lease Costs payable to Landlord	\$495,000	\$599,000	+\$104,000
Rental rate adjustment	None	Fixed adjustments at 3 percent.	Fixed adjustments at 3 percent.

\*All numbers are rounded up.

**PROBATION DEPARTMENT  
SPACE SEARCH – 3 MILE RADIUS FROM  
1652-1668 WEST MISSION BOULEVARD, POMONA**

LACO	FACILITY NAME	ADDRESS	OWNERSHIP TYPE	GROSS SQ FT	VACANT
A563	Alternate Public Defender - Pomona Office	101 W Mission Blvd, Pomona, CA 91766	Leased	2,744	NONE
11073	Brackett Field	1615 W Mckinley Ave, La Verne, CA 91750	County Owned	11,200	NONE
D602	DPSS - Pomona WS District Office	2040 W Holt Ave, Pomona, CA 91768	County Owned	54,265	NONE
11990	Mountain Meadows Golf Course - Range Support Building	1875 Fairplex Dr, Pomona, CA 91768	County Owned	700	NONE
3819	Pomona Superior Court - North	350 W Mission Blvd, Pomona, CA 91766	County Owned	154	NONE
5307	PH - Pomona Public Health Center	750 S Park Ave, Pomona, CA 91766	County Owned	16,560	NONE
5307	PH - Pomona Public Health Center	750 S Park Ave, Pomona, CA 91766	County Owned	15,980	NONE
A300	District Attorney - Pomona Intervalley Office Building	300 S Park Ave, Pomona, CA 91766	Leased	8,091	NONE
A300	District Attorney - Pomona Intervalley Office Building	300 S Park Ave, Pomona, CA 91766	Leased	10,207	NONE
A238	CSSD - Pomona	3179 W Temple Ave, Pomona, CA 91768	Leased	50,756	NONE
A052	DPSS-360 E Mission Blvd	360 E Mission Blvd, Pomona, CA 91766	Leased	15,750	NONE
5309	Pomona Courthouse - South	400 Civic Center Plaza, Pomona, CA 91766	County Owned	189,412	NONE
A670	DCFS - Corporate Center	801 Corporate Center Dr, Pomona, CA 91768	Leased	49,414	NONE
X643	Fire Station 189	1101 W Mckinley Ave, Pomona, CA 91768	County Owned	2,500	NONE

## FACILITY LOCATION POLICY ANALYSIS

**Proposed lease:** Lease for the Probation Department –  
1652 - 1668 West Mission Boulevard, Pomona – First District.

**A. Establish Service Function Category –** Post-Release Supervised Persons (PSP) AB 109 program for the East San Gabriel Valley and other services.

**B. Determination of the Service Area –** The proposed lease will allow Probation to continue services located within the East San Gabriel Valley region.

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

- Need for proximity to service area and population: The office provides convenient accessibility of services to clients in the East San Gabriel Valley 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 and is within close proximity to the junction of the 10, 57, and 71 freeways.
- 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 existing County buildings available to meet the Department's service needs.
- Compatibility with local land use plans: The City of Pomona 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 \$6,858,000.

**Analyze results and identify location alternatives**

Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$22.32 and \$30.60 per square foot, per year. The base annual rental rate of \$27.60 per square foot, per year for the proposed lease represents a rate that is within the market range for the area.

**D. 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 134 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  
SAFCO EQUITY PARTNERSHIP, L.P. – Landlord**

**1652–1668 WEST MISSION BOULEVARD  
POMONA, CALIFORNIA 91766**

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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 SAFCO EQUITY PARTNERSHIP, L.P., 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:	SAFCO EQUITY PARTNERSHIP, L.P. Attn.: Mr. Thomas S. Klugman 11030 Santa Monica Blvd., Suite 300 Los Angeles, CA 90025-4379 Email: <a href="mailto:tom@safcocapital.com">tom@safcocapital.com</a>
(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 21,680 rentable square feet (RSF), identified on <u>Exhibit A</u> attached hereto in the Building (defined below). The Premises is comprised of Suites 1652, 1660, and 1668 (the "Premises").
(d) Building:	The Building located at 1652-1668 W Mission Boulevard, Pomona, California, 91766 which is currently assessed by the County Assessor as APN 8349-00-1035 (collectively, the "Property");
(e) Term:	<p>Nine (9) years, commencing on the first day of the month following full execution of the Lease (the "Rent Commencement Date") and terminating at midnight on the last day of the full 108<sup>th</sup> month after the Rent Commencement Date (the "Termination Date"), subject to earlier termination by Tenant as provided herein.</p> <p>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.</p>
(f) Rent Commencement Date	Set forth in Paragraph 5.1.
(g) Irrevocable Offer Expiration Date: (see Section 33)	N/A
(h) Base Rent:	Initial Base Rent shall be \$2.30 per rentable square foot per month, which is \$49,864.00 per month or \$598,368.00 per year.
(i) Early Termination (see Section 4.4)	One hundred eighty (180) days' notice at any time after the 48th month following the Rent Commencement Date.
(j) Rentable Square Feet in the Premises:	21,680 rentable square feet
(k) Initial Departmental Use:	Probation Administrative Office and AB109 in person Reporting Center, subject to Section 6.
(l) Parking Spaces:	There shall have the right to use 111 parking spaces which shall consist of 107 non-exclusive and 4 Reserved/exclusive parking 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 June 23, 2009 prepared by Envirocheck, Inc., a licensed California Asbestos contractor.
(o) Seismic Report	A report dated March 3, 2020, and revised August 21, 2023, prepared by the Department of Public Works.
(p) Disabled Access Survey	A report dated _____, 20__ prepared by _____.

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
------------------------------	---

**2. PREMISES**

2.1 Lease of Premises

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

2.2 Measurement of Premises

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

**3. COMMON AREAS**

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

**4. COMMENCEMENT AND EXPIRATION DATES**

4.1 Term

The term of this Lease shall be for a period of nine years commencing upon the first day of the first calendar month following approval of this Lease by the Board of Supervisors and full execution of the Lease by both parties, and ending 108 months thereafter. 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 for the Premises in the form attached hereto as Exhibit B.

4.2 Early Termination

Tenant shall have the right to terminate this Lease at any time after the Early Termination date specified in Section 1.1 (i). Tenant will have the right to terminate the Lease in whole or in part for any reason after the 48th month following the Commencement Date of the Lease. Such right may be exercised by Tenant on (i) 180 days' written notice to Landlord.

**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 Base Rent Increases

The Base Rental rate for the Premises is subject to three percent (3.0%) increases per annum as set forth in the Base Rent schedule shown below:

<u>Months (Term)</u>	<u>Monthly Base Rent</u>
1-12	\$49,864.00
13-24	\$51,359.92
25-36	\$52,900.72
37-48	\$54,487.74
49-60	\$56,122.37
61-72	\$57,806.04
73-84	\$59,540.22
85-96	\$61,326.43
97-108	\$63,166.22

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 sixty (60) days written notice from Landlord or sixty (60) days written notice from Tenant's Chief Executive Officer or his/her designee at the same rent as the last monthly Base Rent payable under this Lease for a period of three (3) months and thereafter the rent shall increase one-hundred and twenty-five percent (125%)(the additional 25% over the amount of the last monthly Base Rent being referred to herein as the "Holdover Fee"), plus any other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease. In the event Tenant renews the Lease beyond the holdover period, Landlord shall credit Tenant the amount of Holdover Fee actually paid by Tenant against the Base Rent due and payable during the first month of the renewal period.

**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 two hundred forty (240) 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 two hundred forty (240) days for any reason, then Tenant may terminate this Lease by giving Landlord written notice within ten (10) days after Tenant's receipt of written notice from Landlord or its agents specifying such time period of repair; and this Lease shall terminate and the Base Rent shall be abated from the date the Premises became unusable. If Tenant does not elect to terminate this Lease, then Landlord shall promptly commence and diligently prosecute to completion the repairs to the Building or Premises, provided that insurance proceeds are available to repair the damages.

## 9.3 Damage In Last Year

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

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

## 9.4 Default By Landlord

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

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

# 10. REPAIRS AND MAINTENANCE

## 10.1 Landlord Representations

- (a) Landlord represents to Tenant that, as of the date hereof and on the Rent 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 with the exception that Tenant and not the Landlord shall be responsible for the HVAC equipment servicing the mechanical rooms housing the Tenant's computer servers and related equipment;
  - iii. the Common Areas;
  - iv. exterior windows of the Building; and
- (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 as mutually agreed to by Tenant and Landlord);
  - ii. interior partitions (walls), not portable partitions;
  - iii. doors, door frames and hardware;
  - iv. the interior side of demising walls (which shall be repainted as needed);
  - v. signage;
  - vi. emergency exit signage and battery replacement;
  - vii. 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, (including all electrical wires and connections with work station cubicles)

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 start such maintenance or repair action within a reasonable period of time given the circumstances after the giving of such notice, but in any event not later than 30 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, providing proof of such action has been provided to Landlord. If not reimbursed by Landlord within thirty (30) days after written notice and completion of work, then Tenant shall be entitled to deduct from Base Rent payable by Tenant under this Lease the amount set forth in its invoice for such work. The remedies provided in this Section are in addition to the remedies provided in Section 15.

- (b) Notwithstanding any provisions of this Lease to the contrary, Tenant, acting through the County's Chief Executive Office, may request that the Landlord perform, supply and administer any repairs, maintenance, building services and/or alterations that are the responsibility of the Tenant, not to exceed \$5,000, as part of a separate purchase order issued by the County on Tenant's behalf. Any improvements by Landlord shall be subject to (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 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.

- (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. Tenant shall pay for its own electric service separately metered directly to the Utility.

(c) Water

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

(d) Janitorial

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

(e) Access

Landlord shall furnish to Tenant's employees and agents access to the Building, Premises and Common Areas on a seven day per week, 24 hour per day basis, subject to compliance with such reasonable security measures as shall from time to time be in effect for the Building.

(f) Pest Control

Landlord at its sole cost and expense shall provide any and all pest control services to the Premises per the specifications set forth in Exhibit D attached hereto. Tenant and its employees will make every effort to control Pest "Attractants" such as food in the Premises.

11.2 Utilities

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

12. TAXES

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

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

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

**13. LANDLORD ACCESS**

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

**14. TENANT DEFAULT**

14.1 Default

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

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

14.2 Termination

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

14.3 No Effect on Indemnity

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

**15. LANDLORD DEFAULT**

15.1 Remedies

In addition to the provisions for Landlord's default provided by Sections 9.4, 10.4, 19, 21.2 and 32.3, Landlord shall be in default ("Landlord Default") in the performance of any obligation required to be performed by Landlord under this Lease if Landlord has failed to perform such obligation within 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, or began to resolve this "default", 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 providing the Landlord's failure to perform has materially affected the Tenant's use of the Premises.

#### 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, after notifying Landlord and allowing the Landlord the ability to perform repairs, and if Landlord cannot promptly perform said work, Tenant may perform the necessary work through its Internal Services Department and deduct the cost of said work from the Base Rent next due.

### 16. **ASSIGNMENT AND SUBLETTING**

#### 16.1 Assignment and Subletting

Tenant may assign, mortgage, encumber or otherwise transfer this Lease or sublet the whole or any part of the Premises with first obtaining Landlord's prior consent; provided, however, no such assignment, subletting or other transfer shall not relieve Tenant of any liability under this Lease, which Landlord shall not



unreasonably withhold if in the Landlord's opinion 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 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 legal 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 use, repair, maintenance and other acts and omissions arising from and/or relating to the Tenant's use of the Premises.

## 20. INSURANCE

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

### 20.1 Waiver

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

### 20.2 General Insurance Provisions – Landlord Requirements

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

#### (a) Evidence of Coverage and Notice to Tenant

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

shall be construed as a waiver of any of the Required Insurance provisions.

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

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

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

(b) Additional Insured Status and Scope of Coverage

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

(c) Cancellation of or Changes in Insurance

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

(d) Failure to Maintain Insurance

Landlord's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Lease, upon which County immediately may withhold payments due to Landlord, and/or suspend or terminate this Lease. County, at its sole discretion, may obtain damages from Landlord resulting from said breach.

Alternatively, the County may purchase the Required Insurance, and without further notice to Landlord, deduct the premium cost from sums due to Landlord or pursue Landlord reimbursement.

(e) Insurer Financial Ratings

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

(f) Landlord's Insurance Shall Be Primary

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

(g) Waiver of Subrogation

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

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

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

(i) Claims Made Coverage

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

(j) Application of Excess Liability Coverage

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

(k) Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation

of insureds provision with no insured versus insured exclusions or limitations.

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

(b) Commercial Property Insurance. Such insurance shall:

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

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

## **21. PARKING**

### **21.1 Tenant's Rights**

Tenant shall have the right to park in any of the unreserved and reserved parking spaces set forth in Section 1.1, and Landlord shall permit Tenant to use additional parking spaces in excess of the parking provided when available and both at no additional cost to the Tenant. 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 Buildings.

### **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 more than 30 consecutive days, (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) deduct from the Base Rent thereafter accruing hereunder an amount each month equal to one hundred (\$100.00) per parking space that is not available to tenant.

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

## 24. TENANT IMPROVEMENTS

### 24.1 Landlord Obligations and Construction Schedule

Landlord, at Landlord's sole cost and expense, and as mutually agreed upon by Landlord and Tenant, shall provide new paint and carpet in the Premises in coordination with the County. Landlord shall be responsible for lifting furniture as needed. Landlord shall complete the paint and carpet within the existing term of this Lease.

### 24.2 Code Compliance

The Premises shall meet all applicable City, County, State and Federal building codes, regulations and ordinances required for beneficial occupancy. **Without limiting the generality of the foregoing, construction of the Tenant**

**Improvements shall comply with all applicable laws and regulations, including but not limited to the provisions of the California Labor Code relating to the payment of prevailing wages on public works projects, unless the work is otherwise exempt therefrom pursuant to the California Labor Code. Under the provisions of the Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly wage rate and details pertinent thereto for each craft, classification, or type of workman or mechanic needed for the construction of the tenant improvements. Particulars of the current prevailing wage scale, as approved by the Board of Supervisors, which are applicable to the work, are filed with the Clerk of the Board of Supervisors and must be posted at the site.** Any work, including construction, that Landlord must undertake to obtain the necessary jurisdictional approvals for occupancy shall be at Landlord's sole cost and expense. Any work undertaken to meet applicable code requirements necessitated by Tenant's special requirements shall be at Landlord's sole cost and expense.

#### 24.3 Completion

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

#### 24.4 Delay

Completion may be delayed by:

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

#### 24.5 Change Requests

All Tenant-initiated and approved change requests shall not exceed a total cost of Five Thousand Dollars (\$5,000), and Landlord shall not be required to accept any particular change request if the total cost of prior Tenant-initiated change requests exceeds Five Thousand Dollars (\$5,000). The Chief Executive Officer or his/her designee is hereby authorized to approve change requests on behalf of Tenant. Tenant shall pay for change request costs in a lump sum. Landlord, or Landlord's contractor, shall submit to the Chief Executive Officer or his/her designee with each change request (a) the specific cost of the requested change; (b) the cumulative

net total cost of all change requests previously approved; and (c) an estimate of the number of days by which construction time will be increased or shortened if the change request is approved. Each change request must be signed and dated by the Chief Executive Officer or his/her designee in order to be considered approved. Tenant shall have the right to audit the cost of the changes at any time after the Commencement Date. If Tenant requests a rent reduction due to its audit of these costs, Tenant shall provide Landlord with a copy of the audit summary as part of its request.

#### 24.6 Construction

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

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

b. Warranties. Landlord warrants that the Tenant Improvements shall be free from any defects in workmanship and materials for a period of not less than two (2) years from the date of Substantial Completion. Landlord shall require each contractor and subcontractor to provide warranties of like duration in all construction contracts relating to the Tenant Improvements and, upon Tenant's request, Landlord shall assign to Tenant any such warranties relating to the Tenant Improvements. Patent defects in the Tenant Improvements shall be brought to Landlord's attention promptly. Latent or hidden defects in the Tenant Improvements shall be brought to Landlord's attention promptly upon Tenant's becoming aware of such defects. Landlord, at Landlord's sole cost and expense, shall promptly cause such defects to be repaired following receipt of notice thereof, and Tenant shall have the same rights with respect thereto as set forth herein for all other punch-list items.

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

#### 25. LIENS

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

## **26. SUBORDINATION AND MORTGAGES**

### **26.1 Subordination and Non-Disturbance**

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

### **26.2 Existing Deeds of Trust**

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

### **26.3 Notice of Default**

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

## **27. SURRENDER OF POSSESSION**

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

## **28. SIGNAGE**

Tenant shall be allowed building standard signage on the directory located in the ground floor lobby of the Building and elevator lobbies of the floors of the Premises and suite signage, all of which shall be at Landlord's expense. Tenant shall have the right to install, at Tenant'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 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

#### 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 Fifteen (15) days after written request is made therefore, together with all necessary information.

30.11 Community Business Enterprises

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

30.12 Memorandum of Lease

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

30.13 Counterparts; Electronic Signatures

This Lease and any other documents necessary for the consummation of the transaction contemplated by this Lease may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Lease and electronic signatures, facsimile

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

### **31. AUTHORITY**

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

### **32. ACKNOWLEDGEMENT BY LANDLORD**

Landlord acknowledges that it is aware of the following provisions:

#### **32.1 Consideration of GAIN Program Participants**

Should Landlord require additional or replacement personnel after the effective date of this Lease, Landlord shall give consideration for any such employment openings to participants in the County Department of Public Social Services' Greater Avenues for Independence ("GAIN") Program who meet Landlord's

minimum qualifications for the open position. The County will refer GAIN participants by job category to Landlord.

### 32.2 Solicitation of Consideration

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

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

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

### 32.3 Landlord Assignment

- (a) Landlord may assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof (including the right to receive rental payments but excluding its duties and obligations hereunder), and Landlord may execute any and all instruments providing for the payment of Base Rent directly to an assignee or transferee, but only if the conditions set forth in this Section are met.
- (b) Any document or agreement purporting to assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease, or any portion thereof, as security for the Landlord's obligation to repay any monetary obligation, is hereinafter referred to as a "Security Agreement." Any Security Agreement which is executed without full compliance with the requirements of this Section shall be void.
- (c) Each assignee or transferee under the Security Agreement shall certify and agree in writing that such assignee or transferee has read and is familiar with the requirements of Sections 5950-5955 of California Government Code, which prohibits the offer or sale of any security constituting a fractional interest in this Lease or any portion thereof, without the prior written consent of the Tenant. Notwithstanding the foregoing, the Tenant hereby acknowledges and agrees that Landlord shall have the right to encumber the Property with CMBS (commercial mortgage backed securities) financing or other traditional real estate financing. However, Landlord may not encumber the Property through any type of bond financing vehicle, including but not limited to certificate of participation financing.



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

#### 32.4 Smoking in County Facilities.

The Surgeon General of the United States has concluded that passive smoke exposure is the third leading cause of preventable death in the United States. The United States Environmental Protection Agency has found second-hand smoke to be a known carcinogen. It is recognized that the County has a responsibility to establish, maintain and promote a healthful and safe working environment and to reduce health and safety risks of its employees and the public at large. Tobacco smoke is a hazard to the health of County employees and the general public and represents an annoyance which should be regulated and banned in all county facilities to the end that air quality in all such facilities be improved for the preservation and improvement of the health of all County employees and the public. Therefore, to the greatest extent possible, the rights and comfort of all employees shall be respected. Reasonable effort shall be made to provide smokers a place to smoke in areas open to the sky or otherwise located outside

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

**33. IRREVOCABLE OFFER**

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

**34. 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 first twelve (12) months of Lease Commencement Date, 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 forty-five (45) 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 forty-five (45) 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 forty-five (45) 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.

[Signatures on the following page.]

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

LANDLORD:

SAFCO EQUITY PARTNERSHIP, L.P.,  
a California limited partnership

By: Safco Holding Corp;  
a California corporation  
Its: General Partner

By: John Safi  
John Safi  
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

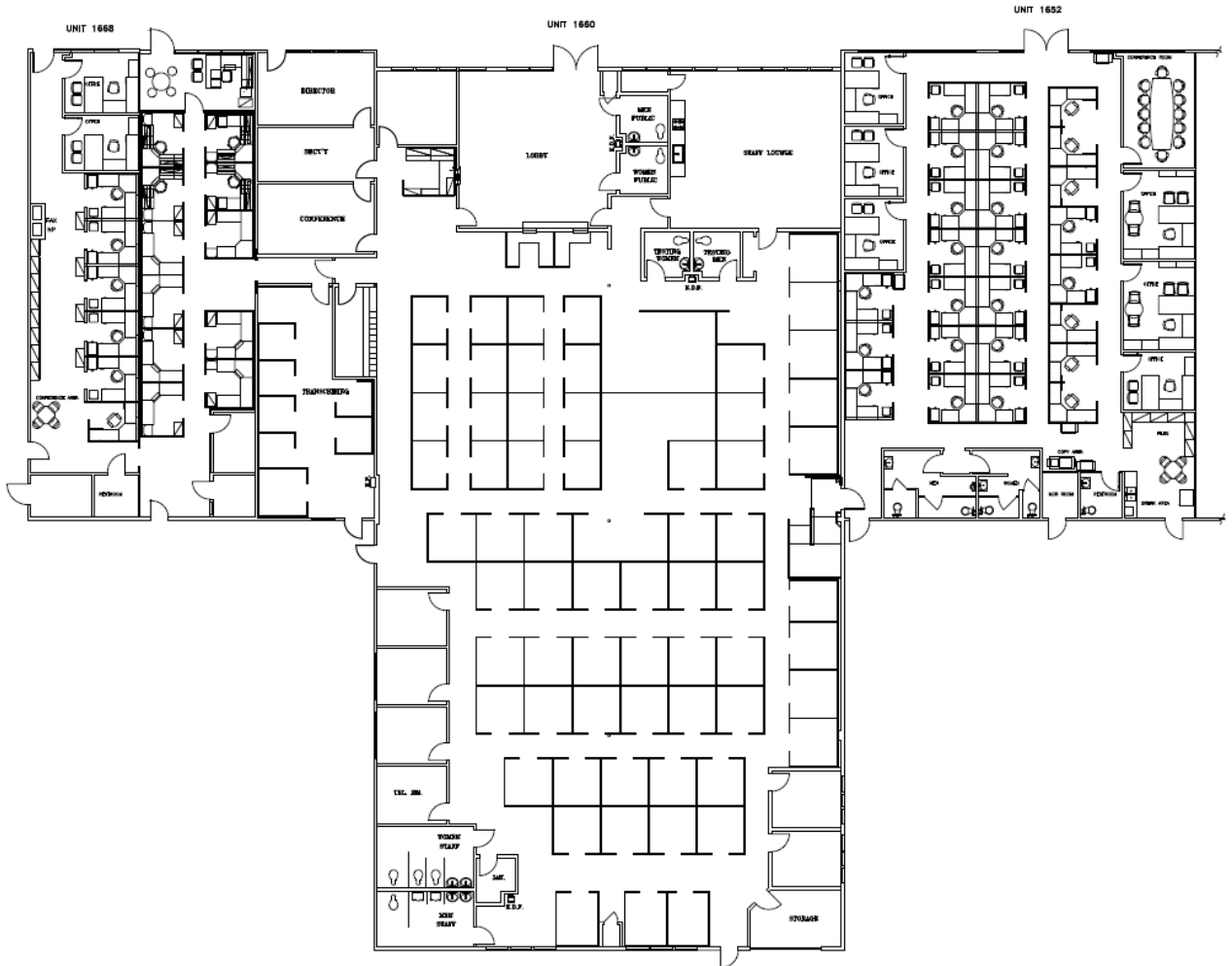
APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By: Roberto Saldaña  
Senior Deputy

# EXHIBIT A

## FLOOR PLAN OF PREMISES



**EXHIBIT B**

**RENT 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 SAFCO EQUITY PARTNERSHIP, L.P., a California limited partnership ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the building located at 1652 -1668 West Mission Boulevard, Pomona, California ("Premises"),

Landlord and Tenant hereby acknowledge as follow:

- 1) Tenant now occupies the same;
- 2) The Rent commenced on \_\_\_\_\_ ("Rent Commencement Date");
- 3) The Premises contains 21,680 rentable square feet of space; and
- 4) Initial Base Rent is \$49,864.00 per month for the first year.

For clarification and the purpose of calculating future rental rate adjustments, the Base Rent for the Premises is subject to three percent (3.0%) increases per annum.

IN WITNESS WHEREOF, this memorandum is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Tenant:

COUNTY OF LOS ANGELES,  
a body corporate and politic

By: \_\_\_\_\_  
Joyce Chang  
Senior Manager

Landlord:

SAFCO EQUITY PARTNERSHIP, L.P.,  
a California limited partnership

By: Safco Holding Corp;  
a California corporation

Its: General partner

By: \_\_\_\_\_  
John Safi  
President

## **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. 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. Waste baskets, other trash receptacles emptied.
4. Chairs and waste baskets returned to proper position.
5. Fingerprints removed from glass doors and partitions.
6. Drinking fountains cleaned, sanitized and polished.
7. 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, including, but not limited to, paper supplies and soap.
13. Exclusive day porter service from \_\_\_ a.m. to \_\_\_\_\_ p.m.

#### 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 (as applicable)
17. High-reach areas, door frames and tops of partitions dusted.
18. Wall vents and ceiling vents vacuumed.
19. Carpet professionally spot cleaned as required to remove stains.
20. HVAC chiller water checked for bacteria, water conditioned as necessary.



D. QUARTERLY

21. Light fixtures cleaned and dusted, but not less frequently than quarterly. (semi-annually or as needed)
22. Draperies or mini-blinds cleaned as required, but not less frequently than quarterly.
23. HVAC units serviced for preventative maintenance purposes, all filters changed. (semi annually)

E. SEMI-ANNUALLY

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

F. ANNUALLY

27. Bathroom and any other ceramic tile surfaces professionally cleaned using a hand scrub process. All grout and porous surfaces resealed with a professional grade sealant.
28. Touch-up paint all interior painted surfaces in a color and finish to match existing.

G. AS NEEDED

29. 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.
30. 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.
31. Interior and exterior pest control inspections and remediation frequency is to be determined by a licensed exterminator.
32. 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:
  - heavy traffic areas cleaned as needed, with a minimum frequency of bi-monthly [six (6) times per year];
  - moderate traffic areas cleaned as needed, with a minimum of once every six (6) months [two (2) times per year]; and
  - clean light traffic areas a minimum of once per year.

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

33. 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.<sup>34</sup> All HVAC ducts cleaned as needed, but no less than every five (5) years.

H. GENERAL

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

**EXHIBIT E**

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

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:** )  
 )  
**County of Los Angeles** )  
**Chief Executive Office** )  
**Real Estate Division** )  
**320 W. Temple Street, 7th Floor** )  
**Los Angeles, California 90012** ) **Space above for Recorder's Use**

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

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

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

Factual Background

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

Agreement

Therefore, the parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

To Lender: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Borrower: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BORROWER: *[Insert name of Landlord]*

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LENDER: *[Insert name of Lender],*

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT F**

**TENANT ESTOPPEL CERTIFICATE**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

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

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

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

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

(b) The current Rent is set forth above.

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

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

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

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

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

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

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

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

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

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

COUNTY OF LOS ANGELES,  
a body corporate and politic

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**EXHIBIT G**

**COMMUNITY BUSINESS ENTERPRISE FORM**

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

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

**II. PERCENTAGE OF MINORITY/WOMEN OWNERSHIP IN FIRM**

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

2. Total Number of Ownership/Partners, Etc.: _____			<b>III. MINORITY/WOMEN-OWNED FIRM CERTIFICATION</b>			
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:			
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			<b>Section D. OPTION TO PROVIDE REQUESTED INFORMATION</b>			
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.

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**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:

SAFCO EQUITY PARTNERSHIP, L.P.,  
a California limited partnership

By: Safco Holding Corp;  
a California corporation  
Its: General partner

By: \_\_\_\_\_  
John Safi  
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

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

<b>CLUSTER AGENDA REVIEW DATE</b>	11/20/2024	
<b>BOARD MEETING DATE</b>	N/A	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Sheriff	
<b>SUBJECT</b>	Advanced notification of intent to negotiate a sole source contract with Motorola Solutions, Inc. (Motorola)	
<b>PROGRAM</b>	Custody Digital Radio Maintenance and Support	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	If Yes, please explain why: Motorola does not endorse any third-party to provide support, maintenance, and/or upgrade services to its proprietary technology.	
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable	
	<b>If unsure whether a matter is subject to the Levine Act, email your packet to <a href="mailto:EOLevineAct@bos.lacounty.gov">EOLevineAct@bos.lacounty.gov</a> to avoid delays in scheduling your Board Letter.</b>	
<b>DEADLINES/ TIME CONSTRAINTS</b>	The current maintenance agreement expired on July 31, 2024.	
<b>COST &amp; FUNDING</b>	Total cost:	Funding source:
	\$ TBD	General Funds
	TERMS (if applicable): Five years.	
	Explanation:	
<b>PURPOSE OF REQUEST</b>	Notify the Board of the Department's intent to negotiate a sole source contract with Motorola for continued maintenance and support of the Department's Custody Digital Radio System.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The services are needed to ensure the Department's radio system is compatible and in compliance with the guidelines and policies set forth by the Los Angeles Regional Interoperable Communications System (LA-RICS). Motorola is the system provider for LA-RICS.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please state which one(s) and explain how:	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: <ul style="list-style-type: none"> <li>• Alex Madera, Contracts Manager, (213) 229-3276, <a href="mailto:amadera@lasd.org">amadera@lasd.org</a></li> <li>• Marshall Yelverton, Subject Matter Expert, (323) 881-8002, <a href="mailto:mryelver@lasd.org">mryelver@lasd.org</a></li> </ul>	

November 20, 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:

**ADVANCE NOTIFICATION OF INTENT TO ENTER INTO NEGOTIATIONS  
FOR A SOLE SOURCE CONTRACT WITH MOTOROLA SOLUTIONS, INC.  
TO PROVIDE MAINTENANCE AND SUPPORT SERVICES  
FOR CUSTODY DIGITAL TRUNKED LAND MOBILE RADIO SYSTEM**

**SUBJECT**

This letter provides notification to the Board, in accordance with Board Policy 5.100, Sole Source Contracts and Amendments, that the Los Angeles County (County) Sheriff's Department (Department) intends to begin negotiations for a Sole Source Contract (Contract) with Motorola Solutions, Inc. (Motorola) to provide continued maintenance and support services (Services) for the Department's Custody Digital Trunked Land Mobile Radio System (System).

**PURPOSE**

The maintenance and support agreement, procured through the County's Internal Services Department (ISD), expired on July 31, 2024. The Department intends to enter into a Sole Source replacement Contract for a term of five years. The proposed Contract will provide Services that remain a critical component of the Department's custody voice communication system.

**BACKGROUND**

In Fiscal Year 2020-21, the Department purchased the System equipment from Motorola through a competitive bid. The radio equipment and maintenance and support services for the System were necessary to ensure interoperability by providing an interface with the Los Angeles Interoperable Communications System (LA-RICS), thus ensuring full operational compatibility with the Department's radio system within the custody environment.

The System was certified by the Department on August 1, 2023, which marked the commencement of the initial one-year maintenance agreement.

**SOLE SOURCE JUSTIFICATION**

Motorola is the system provider for the LA-RICS as well as the System's hardware and software. The System integrates with and connects to the LA-RICS' core equipment. Maintaining compatibility and seamless integration with existing infrastructure is paramount to the Department's operational continuity and reliability.

The System integrates advanced features and protocols that require specialized knowledge for maintenance and support. Motorola, the original manufacturer, installer, and designer of our digital trunked radio system, possesses unparalleled expertise in its configuration, operation, and maintenance. Due to the System being proprietary, no alternative maintenance providers were considered.

The long-term cost efficiency of continuing with Motorola for this maintenance contract outweighs the cost considerations needed for the purchasing, installation, training, and cost associated with the implementation of a new digital trunked radio system. Motorola has demonstrated a proactive approach to preventive maintenance; this approach coupled with their ability to identify potential issues before they escalate, minimizes overall maintenance costs and reduces the total cost of ownership of our digital trunked radio system.

The Department's Office of Technology Planning, Office of the Chief Information Officer, and County Counsel have all reviewed and concurred that this Sole Source approach will provide the Department with the continued, necessary Services.

**CONCLUSION**

Pursuant to Board Policy, the Department will proceed with Sole Source negotiations in four weeks, unless otherwise instructed by the Board.

Should you have any questions, please contact Contracts Manager Alex Madera, Fiscal Administration Bureau's Contracts Unit, at (213) 229-3276.

Sincerely,

ROBERT G. LUNA  
SHERIFF



RGL:JT:CM:RFM:ja

(Fiscal Administration Bureau-Contracts Unit)

c: Board of Supervisors, Justice Deputies  
Edward Yen, Executive Officer, Board of Supervisors  
Fesia Davenport, Chief Executive Officer  
Rene Phillips, Manager, Chief Executive Office (CEO)  
Jocelyn Ventilacion, Principal Analyst, CEO  
Anna Petrosyan, Senior Analyst, CEO  
Michael Xie, Senior Budget Analyst, CEO  
Dawyn R. Harrison, County Counsel  
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit  
Cammy C. DuPont, Principal Deputy County Counsel, Legal Advisory Unit  
April L. Tardy, Undersheriff  
Jill Torres, Assistant Sheriff, CFAO  
Jason A. Skeen, Chief of Staff, Office of the Sheriff  
Conrad Meredith, Division Director, Administrative Services Division (ASD)  
Richard F. Martinez, Assistant Division Director, ASD  
David E. Culver, Director, Financial Programs Bureau  
David Sum, Captain, Communications and Fleet Management Bureau (CFMB)  
Rene A. Garcia, Lieutenant, ASD  
Marshall Yelverton, Lieutenant, CFMB  
Alex Madera, Administrative Services Manager (ASM) III, Fiscal Administration  
Bureau (FAB), Contracts Unit (CU)  
Erica M. Nunes, Sergeant, ASD  
Kristine D. Corrales, Deputy, ASD  
Veronica Urenda, ASM II, FAB, CU  
Juan Amaya, ASM I, FAB, CU

## SOLE SOURCE CHECKLIST

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

New Sole Source Contract

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

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

\_\_\_\_\_

Chief Executive Office

\_\_\_\_\_

Date

**QUESTIONNAIRE FOR SOLE SOURCE CONTRACT FOR MAINTENANCE AND SUPPORT  
SERVICES FOR THE DEPARTMENT'S  
CUSTODY DIGITAL TRUNKED LAND MOBILE RADIO SYSTEM (SYSTEM)  
WITH MOTOROLA SOLUTIONS**

It is the policy of the County, to solicit the maximum number of bids/proposals for a commodity or service from the largest relevant market and to select vendors on a competitive basis.

There are certain acquisitions which when in the best interest of the County, can only be obtained from a sole source. Sole source acquisitions must be justified in sufficient detail to explain the basis for suspending the usual competitive procurement process.

**NOTE:** Please refer to Procedure P-3700 of the ISD Purchasing Policies on Procedures Manual.

**DOCUMENTATION FOR SOLE SOURCE JUSTIFICATION MUST INCLUDE RESPONSES TO THE  
FOLLOWING QUESTIONS:**

- 1. What is being requested?**  
A new sole source contract with Motorola for continued maintenance and support of its proprietary System, which is utilized by the Sheriff's Department's Custody Division as part of its critical custody voice communication system.
- 2. Why is the product needed – how will it be used?**  
The Department's System is critical due to its enhanced emergency communication capabilities, and seamless integration with the Los Angeles Regional Interoperability Communications System (LA-RICS) existing digital trunked radio systems, thus ensuring the Department's ability to deliver critical services to the Department's custody operations.
- 3. Is this "brand" of product the only one that meets the user's requirements? If yes, what is unique about the product?**  
Both the System and services necessary for the maintenance of the System are proprietary to Motorola. Motorola does not train third parties to provide support or maintenance of its technology.
- 4. Have other products/vendors been considered? If yes, which products/vendors have been considered and how did they fail to meet the user's requirements?**  
Not applicable.
- 5. Will purchase of this product avoid other costs, e.g. data conversion, etc? Or will it incur additional cost, e.g. training, conversion, etc?**  
Not applicable. This sole source contract will continue with providing maintenance and support of this critical System.
- 6. Is the product proprietary or is it available from various dealers? Have you verified this?**  
The Department has verified that both the system and services are proprietary to Motorola. There are no authorized service representatives for the System outside of Motorola.

7. **Reasonableness of Price. Does the County obtain a percentage discount or special discount not available to the private sector?**

Not applicable.

8. **What is the dollar value of existing equipment and the Purchase Order No. for the existing equipment?**

PO-SH-21005806 Amount: \$ 4,075,000.00 Dated: 04/01/21 (Equip./Service)

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	11/20/2024	
<b>BOARD MEETING DATE</b>	12/17/2024	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Sheriff	
<b>SUBJECT</b>	Sole Source Amendment to extend Agreement Number 42201 with DataWorks Plus, LLC.	
<b>PROGRAM</b>	Digital Mugshot System Maintenance and Support Services	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: Maintenance and support services are need for the existing system while the Department completes the solicitation for a replacement system.	
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable  <b>If unsure whether a matter is subject to the Levine Act, email your packet to <a href="mailto:EOLevineAct@bos.lacounty.gov">EOLevineAct@bos.lacounty.gov</a> to avoid delays in scheduling your Board Letter.</b>	
<b>DEADLINES/ TIME CONSTRAINTS</b>	The current Contract expires on February 7, 2025.	
<b>COST &amp; FUNDING</b>	Total cost: \$941,655.58	Funding source: Automated Fingerprint Identification System (AFIS) Fund
	TERMS (if applicable): Two years	
	Explanation: This is a zero net-County-cost amendment.	
<b>PURPOSE OF REQUEST</b>	Extension of the current Agreement for Digital Mugshot System Maintenance and Support Services for an additional two-year period, from February 8, 2025, through and including February 7, 2027	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	As a critical component of the LACRIS network, the system provides law enforcement agency access to a computerized investigative tool that matches subject photos against existing criminal booking photos utilizing highly sophisticated proprietary functions customized for the County's needs.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: <ul style="list-style-type: none"> <li>• Alex Madera, Contracts Manager, (213) 229-3276, <a href="mailto:AMaderal@lasd.org">AMaderal@lasd.org</a></li> <li>• Lt. Derek Sabatini, Project Director (562) 345-4319, <a href="mailto:DSSabatini@lasd.org">DSSabatini@lasd.org</a></li> </ul>	

December 17, 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:

**APPROVE SOLE SOURCE AMENDMENT NUMBER FIVE  
TO EXTEND AGREEMENT NUMBER 42201 WITH DATAWORKS PLUS, LLC  
FOR CONTINUED MAINTENANCE AND SUPPORT SERVICES  
FOR THE DIGITAL MUGSHOT SYSTEM  
(ALL DISTRICTS) (3 VOTES)**

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

**SUBJECT**

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board approval of Sole Source Amendment Number Five (Amendment) to extend Agreement Number 42201 (Agreement) with DataWorks Plus, LLC (DataWorks) for continued maintenance and support services (Services) of the Department's Digital Mugshot System (DMS).

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and instruct the Chair of the Board to sign the attached Amendment to the Agreement with Dataworks to, among other things, (1) extend the Term of the Agreement for two years, from February 8, 2025, through and including February 7, 2027, and (2) increase the Maximum Contract Sum by \$941,655.58 for a Maximum Contract Sum not to exceed \$6,624,618.10.

2. Delegate authority to the Sheriff, or his authorized designee, to terminate the Agreement for convenience, either in whole or in part, if necessary, with 30 calendar days written notice following the successful implementation of the successor system.

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

The DMS is a critical part of the Los Angeles County Regional Identification System (LACRIS) network. The DMS captures, stores, archives, and retrieves personal identification images and data within the network with highly sophisticated proprietary functions designed specifically for the County.

The DMS is proprietary to DataWorks. DataWorks does not license, certify, nor otherwise endorse any third party to maintain its proprietary technology.

Approval of the proposed Amendment will ensure the continued operation of the DMS while the Department completes the solicitation process for a successor contract as well as allow the awarded contractor to successfully implement the replacement system. The Department anticipates the new system reaching Final Acceptance in mid-2026.

On July 11, 2024, pursuant to Board Policy 5.100, the Department provided the Board with advance notification of its intent to enter into negotiations to extend the Agreement. The Agreement expires on February 7, 2025.

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

The Services provided under this Agreement support the County Strategic Plan's North Star 2: Foster Vibrant and Resilient Communities; Focus Area Goal C: Public Safety: Enhance the safety of the public and our communities by addressing the risks, danger, harm, and conditions that cause, drive, or can help mitigate unlawful activity and crime and supports law enforcement accountability and transparency; Strategy i. Prevention, Protection, and Security: Support and invest in innovative practices, crime prevention resources, and infrastructure to provide protection and security.

### **FISCAL IMPACT/FINANCING**

The cost for the proposed Amendment is \$941,655.58 and increases the Maximum Contract Sum to \$6,624,618.10.

The Agreement is funded in whole by the Automated Fingerprint Identification System fund at zero-net-cost to the County.

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

On February 8, 2015, the Board authorized the Sheriff to enter into Sole Source Agreement 42201 with DataWorks to provide continuing proprietary maintenance and support services to the County's DMS.

A Request for Proposals was released on February 16, 2024, to procure a replacement digital mugshot system. The Department is currently in the evaluation phase of the solicitation and anticipates selecting a contractor in early 2025.

DataWorks is in compliance with all Board and Chief Executive Office requirements.

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 (management, design, development, acquisition, expansion, or purchase of IT systems and/or related services) of this request and recommends approval. The OCIO determined the recommended actions do not include any new IT items that would necessitate a formal written CIO Analysis.

The Amendment has been reviewed and approved as to form by County Counsel.

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

Approval of this action will ensure continued Services for, and uninterrupted operation of, the Department's DMS.

### **CONCLUSION**

Upon Board approval, please return two adopted copies of this Board letter and two original executed copies of the Amendment to the Department's Contracts Unit.

Sincerely,

Reviewed by:

ROBERT G. LUNA  
SHERIFF

PETER LOO  
CHIEF INFORMATION OFFICER



RGL:VFV:vfv

(Fiscal Administration Bureau - Contracts Unit)

- c: Board of Supervisors, Justice Deputies
  - Edward Yen, Executive Officer, Board of Supervisors
  - Fesia Davenport, Chief Executive Officer
  - Rene Phillips, Manager, Chief Executive Office (CEO)
  - Jocelyn Ventilacion, Principal Analyst, CEO
  - Anna Petrosyan, Senior Analyst, CEO
  - Michael Xie, Senior Budget Analyst, CEO
  - Dawyn R. Harrison, County Counsel
  - Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
  - Cammy C. Dupont, Principal Deputy County Counsel, Legal Advisory Unit
  - April L. Tardy, Undersheriff
  - Jill Torres, Assistant Sheriff, CFAO
  - Jason A. Skeen, Chief of Staff, Office of the Sheriff
  - Conrad Meredith, Division Director, Administrative Services Division (ASD)
  - Richard F. Martinez, Assistant Division Director, ASD
  - David E. Culver, Director, Financial Programs Bureau
  - Derek Sabatini, Lieutenant, Data Systems Bureau (DSB), LACRIS
  - Erica M. Nunes, Sergeant, ASD
  - Alex Madera, Administrative Services Manager (ASM) III, Fiscal Administration Bureau (FAB), Contracts Unit (CU)
  - Kristine D. Corrales, Deputy, ASD
  - Christian Hai, Information Technology Specialist I, DSB, LACRIS
  - Veronica Urenda, ASM II, FAB, CU
  - Virginia Flores-Villalobos, ASM I, FAB, CU

**AMENDMENT NUMBER FIVE TO  
AGREEMENT NUMBER 42201 FOR  
DIGITAL MUGSHOT SYSTEM MAINTENANCE AND SUPPORT SERVICES**

This Amendment Number Five (Amendment) to Agreement Number 42201 (Agreement) is entered into by and between County of Los Angeles (County) and Dataworks Plus, LLC (Contractor), effective upon earliest execution by either party hereto.

- A. WHEREAS, on January 27, 2015, County and Dataworks Plus, LLC (Dataworks) entered into the Agreement for Digital Mugshot System Maintenance and Support Services for the Term of February 8, 2015 through February 7, 2019; and
- B. WHEREAS, on January 29, 2019, County and Contractor entered into Amendment Number One to (1) extend the Term of the Agreement for an additional two-year period from February 8, 2019, through February 7, 2021, plus two one-year Option Terms, (2) increase the Maximum Contract Sum of the Agreement, (3) update Exhibit C (Price Sheet and Equipment List) of the Agreement, (4) revise County-mandated provisions regarding the GAIN/GROW Program, Assignment by Contractor, Quality Assurance Plan, Safely Surrendered Baby Law, and Local Small Business Enterprise (SBE) Preference Program, (5) add the County-mandated provisions regarding Technology Errors & Omissions Insurance, Privacy/Network Security (Cyber) Liability, Default Method of Payment: Direct Deposit or Electronic Funds Transfers, County's Zero Tolerance Policy on Human Trafficking, Compliance with Fair Chance Employment Practices, and Compliance with the County Policy of Equity, and (6) add Exhibit T, Compliance with Fair Chance Employment Hiring Practices Certification, to the Agreement; and
- C. WHEREAS, on January 26, 2021, County and Contractor entered into Amendment Number Two to (1) extend the Term of the Agreement for the second one-year Option Term from February 8, 2021, through and including February 7, 2022, (2) update the County-mandated provision regarding Insurance Coverage, and (3) add the County-mandated provision regarding Prohibition from Participation in Future Solicitation(s).
- D. WHEREAS, on February 15, 2022, County and Contractor entered into Amendment Number Three to (1) extend the Term of the Agreement for the first one-year Option Term from February 8, 2022, through and including February 7, 2023, (2) update the County-mandated provisions regarding Assignment and Delegation/Mergers or Acquisitions, Counterparts and Electronic Signatures and Representations, and Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List, and (3) add the County-mandated provision regarding COVID-19 Vaccinations of County Contractor Personnel.
- E. WHERAS, on January 24, 2023, County and Contractor entered into Amendment Number Four to (1) extend the Term of the Agreement for an additional two-year period from February 8, 2023 through February 7, 2025, (2) increase the

**AMENDMENT NUMBER FIVE TO  
AGREEMENT NUMBER 42201 FOR  
DIGITAL MUGSHOT SYSTEM MAINTENANCE AND SUPPORT SERVICES**

Maximum Contract Sum by \$1,046,255.58 from \$4,636,706.94 to \$5,682,962.52, (3) update the County-mandated provisions regarding Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law, Notice to Employees regarding the Safely Surrendered Baby Law, and Compliance with Fair Chance Employment Hiring Practices, and (4) update Exhibit C (Price Sheet and Equipment List) of the Agreement.

- F. WHEREAS, the Agreement will expire on February 7, 2025; and
- G. WHEREAS, County and Contractor agreed to (1) extend the term of the Agreement from February 8, 2025, through February 7, 2027, (2) increase the Maximum Contract sum by \$941,655.58 from \$5,682,962.52 to \$6,624,618.10, (3) update the County-mandated provisions regarding Termination for Improper Consideration, Consideration of Hiring GAIN/START Participants, Background and Security Investigations, and Public Records Act, (4) add the County-mandated provisions regarding Compliance with County's Women in Technology Hiring Initiative and Campaign Contribution Prohibition Following Final Decision in Contract Proceeding, (5) update Exhibit C (Price Sheet and Equipment List) of the Agreement, and (6) add Exhibit T (Contribution and Agent Declaration Form) to the Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and for good and valuable consideration, County and Contractor hereby agree to amend the Agreement as follows:

1. Section 7 (Term) of the Agreement is deleted in its entirety and replaced as follows to extend the Term of the Agreement through February 7, 2027.

**7. TERM**

- 7.1 The Term of this Agreement will commence February 8, 2015, and will terminate on February 7, 2027, unless terminated earlier in whole or in part, as provided in this Agreement.
- 7.2 County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise an extension option.
- 7.3 Contractor must notify the Department when this Agreement is within six months from the expiration of the Term as provided for hereinabove. Upon occurrence of this event, Contractor must send written notification to the County Project Director at the address herein provided in Subparagraph 3.1.1 (County Project Director) of this Agreement.

**AMENDMENT NUMBER FIVE TO  
AGREEMENT NUMBER 42201 FOR  
DIGITAL MUGSHOT SYSTEM MAINTENANCE AND SUPPORT SERVICES**

2. Paragraph 8.2 (Maximum Contract Sum) of the Agreement is deleted in its entirety and replaced as follows to increase the Maximum Contract Sum by \$941,655.58 from \$5,682,962.52 to \$6,624,618.10 for the additional two-year period:

8.2 Maximum Contract Sum

The Maximum Contract Sum under this Agreement will be the total monetary amount that would be payable by County to Contractor for providing required Work under this Agreement for the Term, including an allocation of \$460,000 in contingency funds, to cover System-related professional services requested by County and other exclusions identified in Section 21.0 (Exclusions) of Exhibit B (Statement of Work) of this Agreement. The Maximum Contract Sum for this Agreement, including such contingency funds and applicable taxes authorized by County hereunder, may not in any event, expressly or by implication, exceed \$6,624,618.10, and must be allocated as set forth in Exhibit C (Price Sheet and Equipment List) of this Agreement. Contractor acknowledges and agrees that the Maximum Contract Sum is an all-inclusive, not-to-exceed price that is an agreed upon assessment of the amount to be paid by County to Contractor for the Term of this Agreement.

3. Section 7.0 (Termination for Improper Consideration) of Exhibit A (Additional Terms and Conditions) of the Agreement is deleted in its entirety and replaced as follows to update the County-mandated provision:

**7.0 TERMINATION FOR IMPROPER CONSIDERATION**

- 7.1 The County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under the Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, Amendment, or extension of the Agreement or the making of any determinations with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, the County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 7.2 Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.

**AMENDMENT NUMBER FIVE TO  
AGREEMENT NUMBER 42201 FOR  
DIGITAL MUGSHOT SYSTEM MAINTENANCE AND SUPPORT SERVICES**

- 7.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.
4. Section 26.0 (Consideration of Hiring GAIN/GROW Participants) of Exhibit A (Additional Terms and Conditions) of the Agreement is deleted in its entirety and replaced as follows to update the County-mandated provision:

**26.0 CONSIDERATION OF HIRING GAIN/START PARTICIPANTS**

- 26.1 Should Contractor require additional or replacement personnel after the effective date of the Agreement, Contractor must give consideration for any such employment openings to participants in the County's Department of Public Social Services 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 Contractor must interview qualified candidates. The County will refer GAIN/START participants by job category to Contractor. Contractors must report all job openings with job requirements to: [gainstart@dpss.lacounty.gov](mailto:gainstart@dpss.lacounty.gov) and [BSERVICES@OPPORTUNITY.LACOUNTY.GOV](mailto:BSERVICES@OPPORTUNITY.LACOUNTY.GOV) and DPSS will refer qualified GAIN/START job candidates.
- 26.2 In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must be given first priority.
5. Section 33.0 (Background and Security Investigations) of Exhibit A (Additional Terms and Conditions) of the Agreement is deleted in its entirety and replaced as follows to update the County-mandated provision:

**33.0 BACKGROUND AND SECURITY INVESTIGATIONS**

- 33.1 Each of Contractor's staff performing services under the Agreement, who is in a designated sensitive position, as determined by the County in the County's sole discretion, must undergo and pass a background investigation to the satisfaction of the County as a condition of beginning and continuing to perform services under the Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background

**AMENDMENT NUMBER FIVE TO  
AGREEMENT NUMBER 42201 FOR  
DIGITAL MUGSHOT SYSTEM MAINTENANCE AND SUPPORT SERVICES**

investigation will be at the expense of Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, the County may request that the member of Contractor's staff be removed immediately from performing services under the Agreement. Contractor must comply with the County's request at any time during the term of the Agreement. The County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

33.2 The County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

33.3 These terms will also apply to subcontractors of County Contractors.

33.4 Disqualification of any member of Contractor's staff pursuant to this Section 33.0 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of the Agreement.

6. Section 51.0 (Public Records Act) of Exhibit A (Additional Terms and Conditions) of the Agreement is deleted in its entirety and replaced as follows to update the County-mandated provision:

**51.0 PUBLIC RECORDS ACT**

51.1 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 Section 41.0 (Records and Audits) of the Agreement; as well as those documents which were required to be submitted in response to the Sole Source process used for the Agreement, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 7921 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary". The County will not in any way be liable or responsible for the disclosure of any

**AMENDMENT NUMBER FIVE TO  
AGREEMENT NUMBER 42201 FOR  
DIGITAL MUGSHOT SYSTEM MAINTENANCE AND SUPPORT SERVICES**

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.

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

7. Section 70.0 (Compliance with County’s Women in Technology Hiring Initiative) is added to Exhibit A (Additional Terms and Conditions) of the Agreement as follows to add the County-mandated provision:

**70.0 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: [ITProgram@isd.lacounty.gov](mailto:ITProgram@isd.lacounty.gov).

8. Section 71.0 (Campaign Contribution Prohibition Following Final Decision in Contract Proceeding) is added to Exhibit A (Additional Terms and Conditions) of the Agreement as follows to add the County-mandated provision:

**71.0 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 12 months after the date of the final decision in the proceeding involving the Agreement. Failure to comply with the provisions of Government Code Section 84308 and of this Section, may be a material breach of the Agreement as determined in the sole discretion of the County.

**AMENDMENT NUMBER FIVE TO  
AGREEMENT NUMBER 42201 FOR  
DIGITAL MUGSHOT SYSTEM MAINTENANCE AND SUPPORT SERVICES**

9. Exhibit C (Price Sheet and Equipment List) to the Agreement is deleted in its entirety and replaced with revised Exhibit C (Price Sheet and Equipment List, amended and restated under Amendment #5) to add the additional two-year period.
10. Exhibit T (Contribution and Agent Declaration Form) is added to the Agreement.
11. Except as expressly provided in this Amendment, all other terms, and conditions of the Agreement will remain the same and in full force and effect.
12. Contractor represents and warrants that the person executing this Amendment for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of this Amendment and that all requirements of Contractor have been fulfilled to provide such actual authority.



**AMENDMENT NUMBER FIVE TO  
AGREEMENT NUMBER 42201 FOR  
DIGITAL MUGSHOT SYSTEM MAINTENANCE AND SUPPORT SERVICES**

**IN WITNESS WHEREOF**, the County of Los Angeles, by order of its Board of Supervisors, has caused this Amendment Number Five to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and Contractor has caused this Amendment Number Five to be executed on its behalf by its duly authorized officer.

COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
Chair, Board of Supervisors

DATAWORKS PLUS, LLC

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
DAWYN R. HARRISON  
County Counsel

By: \_\_\_\_\_  
CAMMY C. DuPONT  
Principal Deputy County Counsel

EXHIBIT C  
PRICE SHEET AND EQUIPMENT LIST  
*AMENDED AND RESTATED UNDER AMENDMENT NUMBER FIVE as of XX/XX/24*

Page 2 of 4

**EQUIPMENT LIST**

**Hardware purchased from DataWorks Plus (DWP) Job Number 15-00145:**

- One Dell N4032F Networking Switch
  - Service Tag: F17Q0Z1
- Three Dell PE R730xd 2.3GHs Servers
  - Service Tags: 95CCB42, 9QTHB42 9MZHB42
- One Dell PowerVault MD3600i
  - Service Tag: 2SRQB42
- One Dell N4064 Networking Switching
  - Service Tag: 9W0Q0Z1
- One Dell KMM Console
  - Serial Number: 0040335246
- Four Dell PowerEdge R630 2.3GHz Servers
  - Service Tags: B2YKB42, B2YNB42, B2YMB42, B2YLB42
- One Dell KVM Switch
  - Serial Number: 0510209228

**Hardware purchased from DWP Job Number 18-01329:**

- Four Dell PowerEdge R640 Servers
  - Service Tags: J13XH63, J13ZH63, J13YH63, J140J63

**Digital PhotoManager™/NIST Manager Plus™ Application Server Software:**

- Digital PhotoManager™ Server Edition for Active/Active Cluster
- Digital PhotoManager™ Index Server
- NIST Manager Plus™ Server Edition for Active/Active Cluster
- WebWorks Server™ Edition for 6 servers (Built in Failover/load balancing)
- WebWorks Plus™ for 250 Concurrent User
- WebWorks Express™ for Unlimited Concurrent Users
- NISTWorks™ for 10 Concurrent Users

**Backup Server Processing Software:**

- Digital PhotoManager™/NIST Manager Plus™ Standby SQL Server Application Software
- Microsoft Windows Enterprise Server 2012
- Microsoft SQL Server 2012 Standard Edition

**Facial Recognition Server:**

- Microsoft Windows Enterprise Server 2012
- Face Plus Server Edition using the Cognitec engine
- Mobile Face Recognition
- Face Recognition Watchlist

EXHIBIT C  
PRICE SHEET AND EQUIPMENT LIST  
AMENDED AND RESTATED UNDER AMENDMENT NUMBER FIVE as of XX/XX/24

Page 3 of 4

**Tattoo Recognition Server:**

- Tattoo Matching Server Edition

**Composite Drawing Server with Dual Processor:**

- Microsoft Windows Enterprise Server 2012
- Faces 4.0 Composite drawing software for 25 Concurrent connections
- Microsoft Terminal server 25 connections

**Interfaces:**

- Cal-Photo
- LAFIS
- Web service for image enabling LA RMS applications
- California DOJ Justice Identity Manager

**DWP Job Number 14-00927:**

Facial Recognition Upgrade

- Engine Upgrades:
  - Add 1,000,000 image templates of B7 (Cognitec Engine)
  - Upgrade 7,000,000 total image templates to B7 (Cognitec Engine)
- Case Management:
  - Add Case Management with Pose Correction
- Mobile Facial Recognition:
  - Web-Based Client for iOS, Android (current versions) & Windows 8 tablet
    - Facial Recognition Mobile Application for 250 devices
- Reporting/Transaction
  - DataWorks Plus Local Reporting/Transaction Controller Server:
    - Dell PowerEdge R620
    - Intel® Xeon® E5-2620 2.00GHz, 15M Cache, 7.2GT/s QPI, Turbo, 6C, 95W, Max Mem 1333MHz
    - 16GB RDIMM, 1600MT/s, Low Volt, Dual Rank, x4 Data Width
    - (2) 500GB 7.2K RPM SATA 2.5-in HotPlug Hard Drive
    - SW RAID 1 for S110
    - Single, Hot-plug Power Supply, NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet
    - Broadcom 5720 QP 1Gb Network Daughter Card
    - Windows Server®2012 Standard
    - No Monitor
  - DataWorks Plus RAPID-ID Transaction Controller Software & Reports:
    - DataWorks Plus RAPID-ID Reporting Module
    - DataWorks Plus Transaction Controller Module
    - FBI/RISC Portal Service

EXHIBIT C  
PRICE SHEET AND EQUIPMENT LIST  
*AMENDED AND RESTATED UNDER AMENDMENT NUMBER FIVE as of XX/XX/24*

Page 4 of 4

- LOCAL AFIS Interface Protocol
- RAPID-ID Software for current LACRIS Bluecheck Deployment (4,000 Units):  
DataWorks Plus' RAPID-ID Software includes the device server access,  
license, and user documentation.

**EXHIBIT C  
PRICE SHEET AND EQUIPMENT LIST**  
(Amended and Restated Under Amendment #5)

<b>Original Agreement</b>					
<b>Maintenance and Support Cost</b>		<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Total 4 Year Cost</b>
	Feb 8, 2015 - Feb 7, 2016	Feb 8, 2016 - Feb 7, 2017	Feb 8, 2017 - Feb 7, 2018	Feb 8, 2018 - Feb 7, 2019	
Current Equip Configuration	\$ 251,492.15	\$ 252,070.57	\$ 252,070.57	\$ 252,070.57	\$ 1,007,703.86
Upgrade Equip/SW Milestone 1	\$ -	\$ 122,100.00	\$ 133,200.00	\$ 133,200.00	\$ 388,500.00
Upgrade Equip/SW Milestone 2	\$ -	\$ 66,600.00	\$ 88,800.00	\$ 88,800.00	\$ 244,200.00
<b>Total Yearly Cost</b>	\$ 251,492.15	\$ 440,770.57	\$ 474,070.57	\$ 474,070.57	\$ 1,640,403.86
Contingency Fund					\$ 460,000.00
<b>Original Maximum Contract Sum</b>					<b>\$ 2,100,403.86</b>

<b>Amendment #1</b>					
<b>Maintenance and Support Cost</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Total 4 Year Cost</b>
	Feb 8, 2019 - Feb 7, 2020	Feb 8, 2020 - Feb 7, 2021	Feb 8, 2021 - Feb 7, 2022	Feb 8, 2022 - Feb 7, 2023	
Current Equip Configuration	\$ 429,967.57	\$ 445,927.57	\$ 445,927.57	\$ 445,927.57	\$ 1,767,750.28
Upgrade Cognitec Engine	\$ 195,000.00	\$ 11,500.00	\$ 11,500.00	\$ 11,500.00	\$ 229,500.00
Upgrade Rank One Engine	\$ 330,000.00	\$ 46,000.00	\$ 46,000.00	\$ 46,000.00	\$ 468,000.00
Upgrade Equip	\$ -	\$ 71,052.80	\$ -	\$ -	\$ 71,052.80
<b>Total Yearly Cost</b>	\$ 954,967.57	\$ 574,480.37	\$ 503,427.57	\$ 503,427.57	\$ 2,536,303.08
<b>Original Maximum Contract Sum</b>					<b>\$ 2,100,403.86</b>
<b>Amendment #1 Maximum Contract Sum</b>					<b>\$ 4,636,706.94</b>

<b>Amendment #4</b>			
<b>Maintenance and Support Cost</b>	<b>Year 1 (2/8/23-2/7/24)</b>	<b>Year 2 (2/8/24-2/7/25)</b>	<b>Total 2 Year Cost</b>
Price Per Year:	\$ 523,127.79	\$ 523,127.79	\$ 1,046,255.58
<b>Amendment #1 Maximum Contract Sum:</b>			<b>\$ 4,636,706.94</b>
<b>Amendment #4 Maximum Contract Sum:</b>			<b>\$ 5,682,962.52</b>

<b>Amendment #5</b>			
<b>Maintenance and Support Cost</b>	<b>Year 1 (2/8/25-2/7/26)</b>	<b>Year 2 (2/8/26-2/7/27)</b>	<b>Total 2 Year Cost</b>
Price Per Year:	\$ 470,827.79	\$ 470,827.79	\$ 941,655.58
<b>Amendment #1 Maximum Contract Sum:</b>			<b>\$ 4,636,706.94</b>
<b>Amendment #4 Maximum Contract Sum:</b>			<b>\$ 5,682,962.52</b>
<b>Amendment #5 Maximum Contract Sum:</b>			<b>\$ 6,624,618.10</b>

**Time and Material Rate:**

8 a.m. - 5 p.m. (Monday - Friday local time)	\$180 per hour, 2 hours minimum charge
After 5 p.m., Saturday, Sunday, and Holidays	\$260 per hour, 2 hours minimum charge

Contractor must replace failed equipment pursuant to Paragraph 22.5 of Section 22.0 (Assumptions) of the Statement of Work, with similar or better quality equipment, at no cost to the County, within a mutually agreed upon time frame, throughout the Term of the Agreement.

Contractor must perform teardown, move, and reconfiguration (TMR) services at no cost to the County. Refer to Paragraph 4.2 of Exhibit B (Statement of Work) of the Agreement.

Equipment/software Acceptance Date: 5/6/2014

EXHIBIT T

CONTRIBUTION AND AGENT DECLARATION FORM

Complete each section below. State "none" if applicable.

A. COMPANY OR APPLICANT INFORMATION

1) Declarant Company or Applicant Name:  
DataWorks Plus, LLC

a) If applicable, identify all subcontractors that have been or will be named in your contractors:

NONE

b) If applicable, variations and acronyms of Declarant Company's name used within the past 12 months:

NONE

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:

No Contributions have been made.

**[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):

NONE

b) Subsidiaries:

## CONTRIBUTION AND AGENT DECLARATION FORM

c) Related Business Entities:

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3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.

N/A

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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.

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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.)*

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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.

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**CONTRIBUTION AND AGENT DECLARATION FORM**

**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.

<b>Date</b> (contribution solicited, or directed)	<b>Recipient Name</b> (elected official)	<b>Amount</b>
NONE		

\*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.

<b>Date</b> (contribution made)	<b>Name</b> (of the contributor)	<b>Recipient Name</b> (elected official)	<b>Amount</b>
NONE			

\*Please attach an additional page, if necessary.

**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 NO additional pages attached to this Contribution Declaration Form.

**COMPANY CONTRACTOR OR APPLICANTS**

I, LISA COLE (Authorized Representative), on behalf of DataWorks Plus, LLC (Declarant Company), at which I am employed as Director of Business (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 contract or delays in the processing of the requested contract, license, permit, or other entitlement.



**CONTRIBUTION AND AGENT DECLARATION FORM**

**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.

*Lisa Cole*

05/20/2024

Signature

Date

**INDIVIDUAL CONTRACTOR OR APPLICANTS**

I, Lisa Cole, 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 contractor 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.

*Lisa Cole*

05/20/2024

Signature

Date

## SOLE SOURCE CHECKLIST

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

- New Sole Source Contract
- Sole Source Amendment to Existing Contract

Date Existing Contract First Approved: \_\_\_\_\_

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

\_\_\_\_\_

Chief Executive Office

\_\_\_\_\_

Date

## SOLE SOURCE QUESTIONNAIRE

It is the policy of the County, to solicit the maximum number of bids/proposals for a commodity or service from the largest relevant market and to select vendors on a competitive basis.

There are certain acquisitions which when in the best interest of the County, can only be obtained from a sole source. Sole source acquisitions must be justified in sufficient detail to explain the basis for suspending the usual competitive procurement process.

**NOTE:** Please refer to Procedure P-3700 of the ISD Purchasing Policies on Procedures Manual.

### **DOCUMENTATION FOR SOLE SOURCE JUSTIFICATION FOR DIGITAL MUGSHOT SYSTEM MAINTENANCE AND SUPPORT SERVICES MUST INCLUDE RESPONSES TO THE FOLLOWING QUESTIONS:**

#### **Justification – Commodity/Services**

**1. What is being requested?**

Continued maintenance and support services for the Department's use of a proprietary Digital Mugshot System.

**2. Why is the product needed? – How will it be used?**

The maintenance and support services are necessary for the continued use of the DataWorks Plus, LLC's Digital Mugshot System (the "System") while the Department completes the solicitation process for a successor contract.

**3. Is this brand of product the only one that meets the user's requirements? If yes, what is unique about the product?**

Both the services and System are proprietary to DataWorks Plus, LLC.

**4. Have other products/vendors been considered? If yes, which products/vendors have been considered and how did they fail to meet the user's requirements?**

A Request for Proposals (RFP) was released on February 16, 2024. The Department is currently in the evaluation phase of the solicitation and anticipates selecting a contractor in early 2025.

- 5. Will purchase of this product avoid other costs, e.g. data conversion, training, purchase of additional hardware, etc.?**

Not applicable.

- 6. Is the product proprietary or is it available from various dealers? Have you verified this?**

The Services are proprietary.

- 7. Reasonableness of Price. Does the County obtain a special or pricing not available to the private sector? How does County pricing compare with other governmental entities?**

Not applicable.

- 8. If this purchase is an upgrade of existing equipment, what is the dollar value of existing equipment and the purchase order number for the existing equipment?**

Not applicable.

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	11/20/2024	
<b>BOARD MEETING DATE</b>	12/17/2024	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Fire	
<b>SUBJECT</b>	Requesting Board approval of an Amendment to sole source contract number FR10534 with Peraton Inc., which will extend the term of the contract for two years plus a one-year option. The Amendment will allow for the continuation of maintenance services for the District's 9-1-1 Computer Aided Dispatch (CAD) System, pending the solicitation and implementation of a new CAD System.	
<b>PROGRAM</b>	Various	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: Peraton is the sole source provider of the District's CAD system for services that include maintenance and support of the system and is also the proprietary owner of the CAD application software on the District's CAD system. The CAD system is licensed to the District for use and access to the software is governed by contractual terms.	
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable  <b>If unsure whether a matter is subject to the Levine Act, email your packet to <a href="mailto:EOLevineAct@bos.lacounty.gov">EOLevineAct@bos.lacounty.gov</a> to avoid delays in scheduling your Board Letter.</b>	
<b>DEADLINES/ TIME CONSTRAINTS</b>	The District's current five-year contract with Peraton for an extended warranty plan is set to expire on December 31, 2024.	
<b>COST &amp; FUNDING</b>	Total cost: \$2,473,890	Funding source: Fire Department, Command & Control Division
	TERMS (if applicable): Two-year extension plus one year option	
	Explanation:	
<b>PURPOSE OF REQUEST</b>	Two-year extension plus one-year optional extension year for sole source contract with Peraton.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The District's current five-year contract with Peraton for an extended warranty plan is set to expire on December 31, 2024. The proposed extension would take effect January 1, 2025, allowing for no interruption in service delivery and would also allow time for the solicitation and implementation of a new CAD system.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Strategic Plan North Star 3.G. Internal Controls and Processes, by continually maximizing revenue, managing, and maximizing County assets, measuring impact and effectiveness of our collective efforts, and enhancing County's fiscal strength through long-term planning.	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Marissa Martin Jensen, ASM II, 323-881-6173, <a href="mailto:Marissa.MartinJensen@fire.lacounty.gov">Marissa.MartinJensen@fire.lacounty.gov</a>	



# COUNTY OF LOS ANGELES FIRE DEPARTMENT



ANTHONY C. MARRONE  
FIRE CHIEF  
FORESTER & FIRE WARDEN

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

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

**BOARD OF SUPERVISORS**  
LINDSEY P. HORVATH, CHAIR  
THIRD DISTRICT

HILDA L. SOLIS  
FIRST DISTRICT  
JANICE HAHN  
FOURTH DISTRICT  
HOLLY J. MITCHELL  
SECOND DISTRICT  
KATHRYN BARGER  
FIFTH DISTRICT

December 17, 2024

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

Dear Supervisors:

## **APPROVAL OF AMENDMENT TO EXTEND SOLE SOURCE CONTRACT NUMBER FR10534 WITH PERATON INC., FOR MAINTENANCE SERVICES FOR 9-1-1 COMPUTER AIDED DISPATCH SYSTEM (ALL DISTRICTS) (3 VOTES)**

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

### **SUBJECT**

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors' (Board) approval of an Amendment to sole source contract number FR10534 with Peraton Inc. (Peraton), which will extend the term of the contract for two years plus a one-year option. The Amendment will allow for the continuation of maintenance services for the District's 9-1-1 Computer Aided Dispatch (CAD) System, pending the solicitation and implementation of a new CAD System.

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

1. Delegate authority to the Fire Chief, or his designee, to execute an Amendment to sole source contract number FR10534 between the District and Peraton, substantially similar to the Enclosure, for the continuation of Peraton's CAD maintenance services, at a maximum cost of \$2,473,890 for all three years. The cost is comprised of (a) three-year aggregate sum of \$1,273,890, and (b) annual contingency dollars for unanticipated or on-demand maintenance of \$400,000 per contract year. The Amendment has been approved as to form by County Counsel.

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

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

CARSON  
CERRITOS  
CLAREMONT  
COMMERCE  
COVINA  
CUDAHY  
DIAMOND BAR  
DUARTE

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

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

LAWNDALE  
LOMITA  
LYNWOOD  
MALIBU  
MAYWOOD  
NORWALK  
PALMDALE  
PALOS VERDES ESTATES  
PARAMOUNT

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

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

2. Delegate authority to the Fire Chief, or his designee, consistent with prior delegation of authority to execute amendments, change notices, suspensions or termination if deemed necessary, and in accordance with the approved contract terms and conditions in or to: (1) effectuate modifications; (2) engage Peraton to provide unanticipated or on-demand maintenance; and (3) terminate the Contract, either in whole or in part, by the provision of a 30-day written notice.
3. Find that this contract is still exempt from the provisions of the California Environmental Quality Act (CEQA), as previously determined on December 3, 2019.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The District's current five-year contract with Peraton is set to expire on December 31, 2024. The proposed extension would take effect January 1, 2025, allowing for no interruption in service delivery. The proposed extension will be for two years plus a one-year option and will allow time for a Request for Proposals (RFP) and implementation of a new CAD System. The District is currently in the development phase of an RFP for a replacement CAD System which will include hardware, software, and maintenance services.

Peraton is the sole source provider of the District's CAD system for services that include maintenance and support of the system and is also the proprietary owner of the CAD application software on the District's CAD system. The CAD system is licensed to the District for use and access to the software is governed by contractual terms.

**Implementation of Strategic Plan Goals**

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

**FISCAL IMPACT/FINANCING**

The District, as a Special District, is funded independently from the County's General Fund, and relies primarily on property tax revenue to provide essential fire protection and life safety services. The total cost for the three-year extension is \$2,473,890. The costs are as follows:

<b>Description of Work</b>	<b>Cost</b>
Maintenance and Support – Year 1 of extension	\$ 367,900
Maintenance and Support – Year 2 of extension	\$ 440,817
Maintenance and Support – Option Year 1 of extension	\$ 465,173
3-year sum:	<b>\$ 1,273,890</b>
Contingency dollars @ \$400,000 per year:	\$ 1,200,000
Maximum contract sum:	<b>\$ 2,473,890</b>

The District's Fiscal Year 2024-25 Final Adopted Budget includes sufficient funding for the increased expenditure amount. Additional funding for future contract years will be addressed

in each respective year's budget; however, it is the District's intention to fully allocate the necessary funds to obtain the required services.

There is no impact to net County cost.

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

On December 3, 2019, the Board authorized the District to enter into a sole source contract with Northrop Grumman Systems Corporation (Northrop Grumman) for professional maintenance services for the District's 9-1-1 CAD System. On April 12, 2021, Amendment No. 1 was executed for the assignment and delegation of Northrop Grumman's rights, responsibilities, title, and interest of contract number FR10534 to Peraton.

On June 28, 2024, the District notified your Board of its intent to request approval of a sole source amendment pursuant to Board Policy No. 5.100. The District is currently developing an RFP for a replacement CAD System which will include hardware, software, and professional maintenance services, with final acceptance and implementation of a new CAD system expected in early 2027. During this transition, the continuity of services provided by Peraton under the current contract is essential, cost effective, and in the best interest of the District and the County.

In compliance with Board Policy 6.020, "Chief Information Office (CIO) Board Letter Approval," the OCIO reviewed the information technology (IT) components (management, design, development, acquisition, expansion, or purchase of IT systems and/or related services) of this request and recommends approval. The OCIO determined this recommended action does not include any new IT items that would necessitate a formal written CIO analysis.

### **ENVIRONMENTAL DOCUMENTATION**

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

### **IMPACT ON CURRENT SERVICES**

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

### **CONCLUSION**

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

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



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

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

Respectfully submitted,

ANTHONY C. MARRONE, FIRE CHIEF

REVIEWED BY:

PETER LOO  
CHIEF INFORMATION OFFICER

ACM:cs

Enclosure

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

DRAFT

**CONTRACT  
BY AND BETWEEN  
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY  
AND  
PERATON INC.  
FOR  
COMPUTER AIDED DISPATCH MASTER MAINTENANCE SERVICES**

This Amendment Number 6 is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2024,

by and between **CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY**  
(hereinafter "District")

and **PERATON INC.**  
(hereinafter "Contractor")

WHEREAS, on December 03, 2019, the County of Los Angeles Board of Supervisors authorized the Consolidated Fire Protection District of Los Angeles County (District) to execute a Contract with Northrop Grumman Systems Corporation, for Computer Aided Dispatch Master Maintenance Services; and

WHEREAS, on January 1, 2020, this Contract Number FR10534 was executed by the District and Northrop Grumman Systems Corporation; and

WHEREAS, Pursuant to Sub-paragraph 8.1.1 of the Contract, for any change which affects the scope of work, term, Contract sum, payments or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by Northrop Grumman Systems Corporation and by the Fire Chief or authorized designee; and

WHEREAS, Pursuant to, Amendment Number 1, the District consents to the acquisition of Northrop Grumman Systems Corporation by Peraton Inc.; and

WHEREAS, Pursuant to Amendment Number 2, which amended the contract by adding a Cost-of-Living Adjustment (COLA) to the 2022 contract period; and

WHEREAS, Pursuant to Amendment Number 3, which amended the contract by adding a Cost-of-Living Adjustment (COLA) to the 2023 contract period; and

WHEREAS, Pursuant to Amendment Number 4, which amended Section 1, Scope of Work, Section 2, Hardware and Software Covered Items and Charts, Section 6, Payment Rates and Schedule, Section 7, Response Time Requirements, Section 8 Projected Payment Schedule Yearly Summary CY 2020-2024, and Section 9 Work Authorization Form; and

WHEREAS, Pursuant to Amendment Number 5, which revised Section 2 Hardware and Software Covered Items and Charts and Section 8 Projected Payment Schedule Yearly Summary CY 2020-2024; and

WHEREAS, the District intends to extend the contract term, update contract sum, amending Sections 4 and 5 of the Contract, add Exhibit B-2, Pricing Sheet, replace Projected Payment Schedule Yearly Summary, modify Statement of Work, Sections 1, 2, 6, 7, 8, 9; and

WHEREAS, pursuant to the Board of Supervisors' December 3, 2024, approval the District intends to extend the contract for two years from January 1, 2025, through December 31, 2026, with an additional one-year extension option available; and

NOW, THEREFORE, the parties hereto agree as follows:

**1. SECTION 1**

**SCOPE OF WORK**

**1. ADD THE FOLLOWING:**

1. "ITEM A" – Maintenance for all items categorized as "ITEM A" in Section 2 shall be maintained by Park Place Technology (PPT), VMSSoftware Inc. (VSI) and Oracle as subcontractors to Contractor.

**A. Hardware and Software Maintenance Service Providers**

The HP hardware and software maintenance services to be performed by Park Place Technology and VMSSoftware Inc. are as detailed as Attachment "A" hereto, and made a part hereof, for all purposes. It is understood that Peraton is selling the Park Place Technology level of service as shown. Should Park Place Technology at any time alter any of the terms, conditions, or services offered under such Description such changes shall automatically become part of this agreement. Should District not be able to comply with such changes, District may terminate this agreement with ninety (90) days prior written notice to Peraton.

**B. Hardware and Software Maintenance Coverage item (c) Delete in its entirety and replace as follows:**

- (c) Replacement of any failed hardware or operating software component identified in Section 2, Items A & B if not correctable through PPT Field Service.

**2. SECTION 2**

**HARDWARE AND SOFTWARE COVERED ITEMS AND CHARTS**

**1. ADD THE FOLLOWING**

2. Note that equipment listed in ITEM A supported by Park Place Technology (PPT) and VMSSoftware Inc (VSI) is pro-rated for the year 2025. This is because the listed equipment is coming off of OEM maintenance from the original installation. Years 2026 and 2027 will be full year support.

2. **DELETE IN ITS ENTIRETY LOS ANGELES COUNTY FIRE DEPARTMENT – Section 2 Items A, B, and C Chart with End of Service Life (EOSL) Date 02/23/2021 and replace with revised chart with End Date of 12/31/2027.**

**3. SECTION 6**

**PAYMENT RATES AND SCHEDULE**

- B. Payment Schedule for Hardware and Software Maintenance – DELETE ITEM 2 IN ITS ENTIRETY AND REPLACE AS FOLLOWS: :**

- 2. Those Items include the following:
  - (a) ITEM A, equipment on Park Place Technology Maintenance, VMSSoftware and Oracle.
  - (b) ITEM B, Software on Peraton Maintenance.
  - (c) ITEM C, Power Distribution on Maintenance.

**4. SECTION 7**

**RESPONSE TIME REQUIREMENTS**

**1. ADD THE FOLLOWING:**

**A. Hardware and Operating System Software Maintenance**

- 1. The Hardware and Operating System Software listed in Section 2, ITEM A, will be maintained by Park Place Technology (PPT) and VMSSoftware Inc. (VSI). The standard level of support purchased will provide for service on a 5 x 9 schedule (Monday – Friday, 8 A.M. to 5 P.M. Pacific Standard Time) with a four (4) hour response time.

**5. SECTION 8**

- 1. **PROJECTED PAYMENT SCHEDULE YEARLY SUMMARY CY 2020 – CY 2024 – Remove chart dated July 2024 and replace with revised chart CY 2025 – CY 2027 dated 09/30/2024**

**6. SECTION 9**

- 1. **DELETE IN ITS ENTIRETY WORK AUTHORIZATION FORM AND REPLACE IT WITH REVISED FORM DATED 09/30/2024**

**7. ADD SUB-PARAGRAPH 4.1.1 TO THE CONTRACT SECTION 4 TERM OF CONTRACT:**

- 4.1.1 **This Contract term shall be extended for two years from January 1, 2025, through December 31, 2026, with an additional one-year extension option available.**

**8. ADD SUB-PARAGRAPH 5.1.1 TO THE CONTRACT SECTION 5 CONTRACT SUM:**

- 5.1.1 **The amount the District shall expend for the extension of CAD maintenance shall not exceed \$2,473,890 in aggregate, and costs are as follows:**

Description of Work	Cost
Maintenance and Support – Year 1 of extension	\$ 367,900
Maintenance and Support – Year 2 of extension	\$ 440,817
Maintenance and Support – Option Year 1 of extension	\$ 465,173
3-year sum:	<b>\$ 1,273,890</b>
Contingency dollars @ \$400,000 per year:	\$ 1,200,000
Maximum contract sum:	<b>\$ 2,473,890</b>

**9. ADD EXHIBIT B-2 PRICING SHEET – 2025**

Except as expressly provided in this Amendment Number 6, all other terms and conditions of the Contract shall be in full force and effect. This Amendment Number 6 shall be effective when signed by both parties.

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**CONSOLIDATED FIRE PROTECTION  
DISTRICT OF LOS ANGELES COUNTY**

**PERATON INC.**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_  
Print Name

**Name:** \_\_\_\_\_  
Print Name

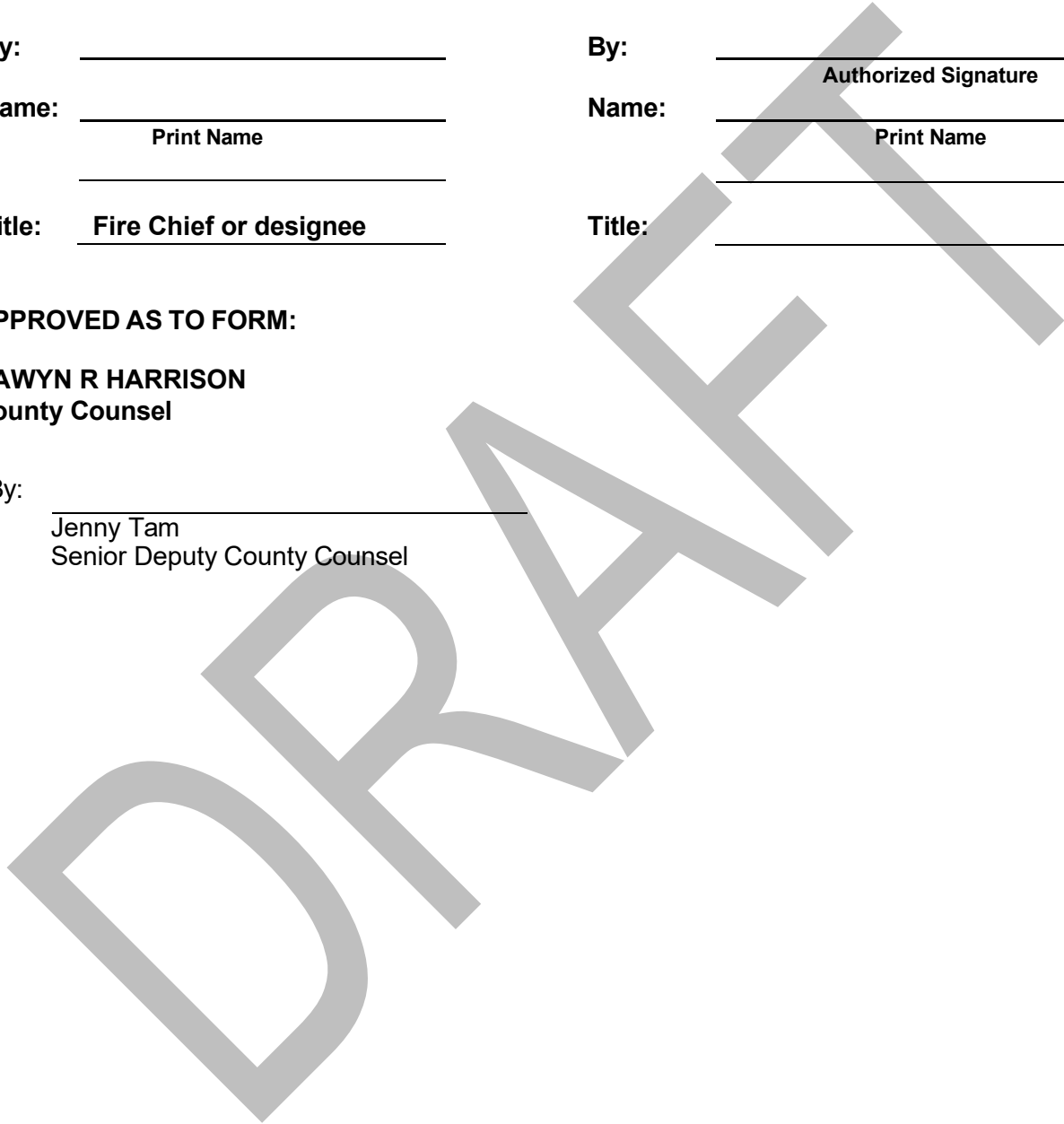
**Title:** Fire Chief or designee

**Title:** \_\_\_\_\_

**APPROVED AS TO FORM:**

**DAWYN R HARRISON**  
County Counsel

**By:** \_\_\_\_\_  
Jenny Tam  
Senior Deputy County Counsel



**CONTRACT  
BY AND BETWEEN  
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY  
AND  
PERATON INC.  
FOR  
COMPUTER AIDED DISPATCH MASTER MAINTENANCE SERVICES**

This Amendment Number 6 is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2024,

by and between **CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY**  
(hereinafter "District")

and **PERATON INC.**  
(hereinafter "Contractor")

WHEREAS, on December 03, 2019, the County of Los Angeles Board of Supervisors authorized the Consolidated Fire Protection District of Los Angeles County (District) to execute a Contract with Northrop Grumman Systems Corporation, for Computer Aided Dispatch Master Maintenance Services; and

WHEREAS, on January 1, 2020, this Contract Number FR10534 was executed by the District and Northrop Grumman Systems Corporation; and

WHEREAS, Pursuant to Sub-paragraph 8.1.1 of the Contract, for any change which affects the scope of work, term, Contract sum, payments or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by Northrop Grumman Systems Corporation and by the Fire Chief or authorized designee; and

WHEREAS, Pursuant to, Amendment Number 1, the District consents to the acquisition of Northrop Grumman Systems Corporation by Peraton Inc.; and

WHEREAS, Pursuant to Amendment Number 2, which amended the contract by adding a Cost-of-Living Adjustment (COLA) to the 2022 contract period; and

WHEREAS, Pursuant to Amendment Number 3, which amended the contract by adding a Cost-of-Living Adjustment (COLA) to the 2023 contract period; and

WHEREAS, Pursuant to Amendment Number 4, which amended Section 1, Scope of Work, Section 2, Hardware and Software Covered Items and Charts, Section 6, Payment Rates and Schedule, Section 7, Response Time Requirements, Section 8 Projected Payment Schedule Yearly Summary CY 2020-2024, and Section 9 Work Authorization Form; and

WHEREAS, Pursuant to Amendment Number 5, which revised Section 2 Hardware and Software Covered Items and Charts and Section 8 Projected Payment Schedule Yearly Summary CY 2020-2024; and

WHEREAS, the District intends to extend the contract term, update contract sum, amending Sections 4 and 5 of the Contract, add Exhibit B-2, Pricing Sheet, replace Projected Payment Schedule Yearly Summary, modify Statement of Work, Sections 1, 2, 6, 7, 8, 9,; and

WHEREAS, pursuant to the Board of Supervisors' December 3, 2024, approval the District  
Amendment Number 6  
Computer Aided Dispatch Master Maintenance Services  
FR10534

intends to extend the contract for two years from January 1, 2025, through December 31, 2026, with an additional one-year extension option available; and

NOW, THEREFORE, the parties hereto agree as follows:

**1. SECTION 1**

**SCOPE OF WORK**

**1. ADD THE FOLLOWING:**

1. "ITEM A" – Maintenance for all items categorized as "ITEM A" in Section 2 shall be maintained by Park Place Technology (PPT), VMSSoftware Inc. (VSI) and Oracle as subcontractors to Contractor.

**A. Hardware and Software Maintenance Service Providers**

The HP hardware and software maintenance services to be performed by Park Place Technology and VMSSoftware Inc. are as detailed as Attachment "A" hereto, and made a part hereof, for all purposes. It is understood that Peraton is selling the Park Place Technology level of service as shown. Should Park Place Technology at any time alter any of the terms, conditions, or services offered under such Description such changes shall automatically become part of this agreement. Should District not be able to comply with such changes, District may terminate this agreement with ninety (90) days prior written notice to Peraton.

**B. Hardware and Software Maintenance Coverage item (c) Delete in its entirety and replace as follows:**

- (c) Replacement of any failed hardware or operating software component identified in Section 2, Items A & B if not correctable through PPT Field Service.

**2. SECTION 2**

**HARDWARE AND SOFTWARE COVERED ITEMS AND CHARTS**

**1. ADD THE FOLLOWING**

2. Note that equipment listed in ITEM A supported by Park Place Technology (PPT) and VMSSoftware Inc (VSI) is pro-rated for the year 2025. This is because the listed equipment is coming off of OEM maintenance from the original installation. Years 2026 and 2027 will be full year support.

**2. DELETE IN ITS ENTIRETY LOS ANGELES COUNTY FIRE DEPARTMENT – Section 2 Items A, B, and C Chart with End of Service Life (EOSL) Date 02/23/2021 and replace with revised chart with End Date of 12/31/2027.**

**3. SECTION 6**

**PAYMENT RATES AND SCHEDULE**

**B. Payment Schedule for Hardware and Software Maintenance – DELETE ITEM 2 IN ITS**

**ENTIRETY AND REPLACE AS FOLLOWS: :**

- 2. Those Items include the following:
  - (a) ITEM A, equipment on Park Place Technology Maintenance, VMSSoftware and Oracle.
  - (b) ITEM B, Software on Peraton Maintenance.
  - (c) ITEM C, Power Distribution on Maintenance.

**4. SECTION 7**

**RESPONSE TIME REQUIREMENTS**

**1. ADD THE FOLLOWING:**

**A. Hardware and Operating System Software Maintenance**

- 1. The Hardware and Operating System Software listed in Section 2, ITEM A, will be maintained by Park Place Technology (PPT) and VMSSoftware Inc. (VSI). The standard level of support purchased will provide for service on a 5 x 9 schedule (Monday – Friday, 8 A.M. to 5 P.M. Pacific Standard Time) with a four (4) hour response time.

**5. SECTION 8**

- 1. **PROJECTED PAYMENT SCHEDULE YEARLY SUMMARY CY 2020 – CY 2024 – Remove chart dated July 2024 and replace with revised chart CY 2025 – CY 2027 dated 09/30/2024**

**6. SECTION 9**

- 1. **DELETE IN ITS ENTIRETY WORK AUTHORIZATION FORM AND REPLACE IT WITH REVISED FORM DATED 09/30/2024**

**7. ADD SUB-PARAGRAPH 4.1.1 TO THE CONTRACT SECTION 4 TERM OF CONTRACT:**

- 4.1.1 **This Contract term shall be extended for two years from January 1, 2025, through December 31, 2026, with an additional one-year extension option available.**

**8. ADD SUB-PARAGRAPH 5.1.1 TO THE CONTRACT SECTION 5 CONTRACT SUM:**

- 5.1.1 The amount the District shall expend for the extension of CAD maintenance shall not exceed **\$2,473,890** in aggregate, and costs are as follows:

Description of Work	Cost
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Maintenance and Support – Year 2 of extension	\$440,817
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3-year sum:	<b>\$1,273,890</b>
Contingency dollars @ \$400,000 per year:	\$1,200,000
Maximum contract sum:	<b>\$2,473,890</b>



**9. ADD EXHIBIT B-2 PRICING SHEET – 2025**

Except as expressly provided in this Amendment Number 6, all other terms and conditions of the Contract shall be in full force and effect. This Amendment Number 6 shall be effective when signed by both parties.

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**CONSOLIDATED FIRE PROTECTION  
DISTRICT OF LOS ANGELES COUNTY**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_  
Print Name

**Title:** Fire Chief or designee

**PERATON INC.**

**By:** \_\_\_\_\_  
Authorized Signature

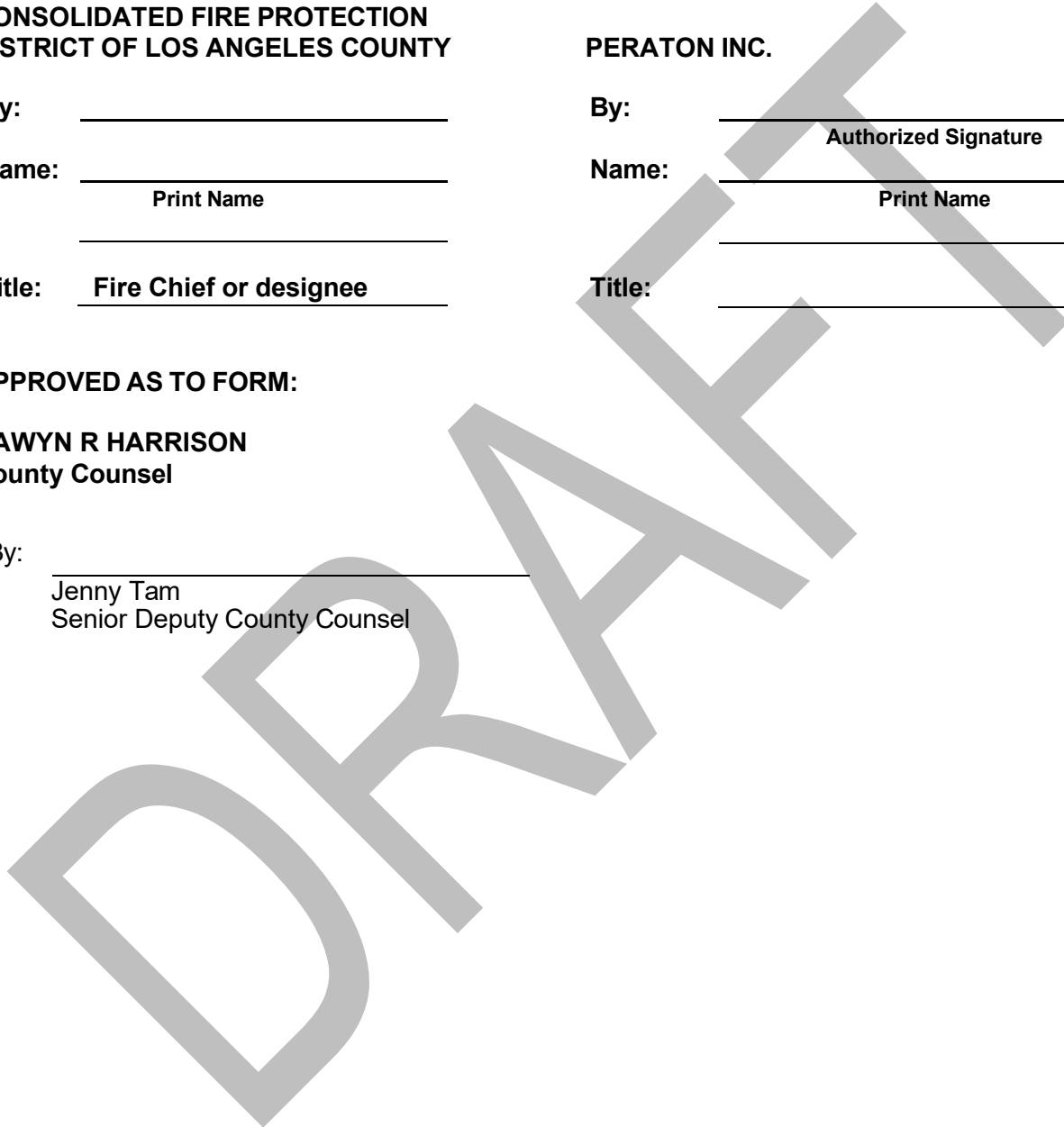
**Name:** \_\_\_\_\_  
Print Name

**Title:** \_\_\_\_\_

**APPROVED AS TO FORM:**

**DAWYN R HARRISON**  
County Counsel

**By:** \_\_\_\_\_  
Jenny Tam  
Senior Deputy County Counsel



ATTACHMENT A

CONTRACT NO.: FR10534

# CONTRACT



**BY AND BETWEEN**

**CONSOLIDATED FIRE PROTECTION DISTRICT OF  
LOS ANGELES COUNTY**

**AND**

**NORTHROP GRUMMAN SYSTEMS CORPORATION**

**FOR**

**COMPUTER AIDED DISPATCH  
MASTER MAINTENANCE SERVICES**

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## **STANDARD EXHIBITS**

- A Statement of Work
- B Pricing Sheet
- C Intentionally Omitted
- D Contractor's EEO Certification
- E District's Administration
- F Contractor's Administration
- G1-IT Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement
- H Jury Service Ordinance
- I Safely Surrendered Baby Law

**CONTRACT BETWEEN**  
**CONSOLIDATED FIRE PROTECTION DISTRICT**  
**OF LOS ANGELES COUNTY**  
**AND**  
**NORTHROP GRUMMAN SYSTEMS CORPORATION**  
**FOR**  
**COMPUTER AIDED DISPATCH**  
**MASTER MAINTENANCE SERVICES**

This Contract made and entered into this 1st day of January, 2020, by and between the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as "District," and Northrop Grumman Systems Corporation, hereinafter referred to as "Contractor." Contractor is located at 7575 Colshire Drive, McLean, VA 22102.

**FR10534**

**RECITALS**

WHEREAS, the District may contract with private businesses for Computer Aided Dispatch (CAD) Maintenance Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specially qualified to provide the maintenance services for the District's CAD system, which requires 24-hour maintenance support to ensure public safety; and

WHEREAS, in accordance with California Health and Safety Code 13861, the District may enter into contracts for specialized services; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

## **1 APPLICABLE DOCUMENTS**

Exhibits A, B, D, E, F, G, H, and I are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

### **Standard Exhibits:**

- 1.1 Exhibit A - Statement of Work
- 1.2 Exhibit B - Pricing Sheet
- 1.3 Exhibit C - Intentionally Omitted
- 1.4 Exhibit D - Contractor's EEO Certification
- 1.5 Exhibit E - District's Administration
- 1.6 Exhibit F - Contractor's Administration
- 1.7 Exhibit G1-IT - Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement
- 1.8 Exhibit H - Jury Service Ordinance
- 1.9 Exhibit I - Safely Surrendered Baby Law



## 2 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 **Board of Supervisors (Board)**: The Board of Supervisors of the County of Los Angeles; the governing body of the District and the County of Los Angeles.
- 2.2 **CAD**: The Computer Aided Dispatch System developed by Northrop Grumman and utilized by the District.
- 2.3 **Contract**: This agreement executed between District and Contractor. Included are all supplemental agreements 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
- 2.4 **Contractor**: The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the District to perform or execute the work covered by this contract.
- 2.5 **Contractor Project Manager**: The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.6 **County**: The County of Los Angeles, a political subdivision of the State of California.
- 2.7 **District**: The Consolidated Fire Protection District of Los Angeles County.
- 2.8 **District Project Director**: Person designated by District with authority for District on contractual or administrative matters relating to this contract that cannot be resolved by the District's Project Manager.
- 2.9 **District Project Manager**: Person designated by District's Project Director to manage the operations under this contract.
- 2.10 **Statement of Work**: The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.

- 2.11 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this contract.
- 2.12 **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 agreement.
- 2.13 **Calendar Year:** The 12 month period starting January 1, and ending December 31.
- 2.14 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.15 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

### **3 WORK**

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the District.

### **4 TERM OF CONTRACT**

- 4.1 The term of this Contract shall be five (5) years commencing after execution by County's Board of Supervisors, and remaining in effect for five years, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The Contractor shall notify District when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to District at the address herein provided in Exhibit E – District's Administration.

## 5 CONTRACT SUM

### 5.1 Total Contract Sum

The amount the District shall expend from its own funds during the entire five (5) year term of this Contract **shall not exceed \$3,611,725** in aggregate, with a firm fixed price of **\$291,747** for the first year of maintenance, plus **\$1,319,978** in aggregate for years two through five; and an unanticipated/on-demand budget of \$400,000 per year, not to exceed **\$2,000,000 in aggregate for the contract term**. The unanticipated on-demand budget may be used to compensate for unforeseen increases in years two through five of the annual maintenance costs.

The Contractor shall notify the District 90 days prior to the end of the contract year of any future price reduction or increase based upon the renewal quote provided by the Contractor.

### 5.2 Written Approval for Reimbursement

The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the District's express prior written approval. However, the Contractor may assign or transfer any of its rights or obligations hereunder, in whole or in part, without the prior consent of the District to another of its U.S. corporate affiliates so long as sufficient assets, personnel and other resources necessary to perform the obligations hereunder remain available.

### 5.3 Notification of 75% of Total Contract Sum

The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the District at the address herein provided in Exhibit E, District's Administration.

#### 5.4 **No Payment for Services Provided Following Expiration-Termination of Contract**

The Contractor shall have no claim against District for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify District and shall immediately repay all such funds to District. Payment by District for services rendered after expiration-termination of this Contract shall not constitute a waiver of District's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

#### 5.5 **Invoices and Payments**

5.5.1 The Contractor shall invoice the District only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the District under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Pricing Sheet) and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the District. If the District does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Sheet).

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 Payment to Contractor shall be made on an arrears basis, upon acceptance of completed work by the District, provided that the Contractor is not in default under any provisions of this Contract. Contractor shall email one (1) copy of the invoice to the following:

1. [Tony.Sereno@fire.lacounty.gov](mailto:Tony.Sereno@fire.lacounty.gov) for review and approval of all invoices; and

2. [ffpod@fire.lacounty.gov](mailto:ffpod@fire.lacounty.gov) for review and approval of all invoices; and

3. [Fire-InvoiceSubmission@fire.lacounty.gov](mailto:Fire-InvoiceSubmission@fire.lacounty.gov) for payment of all invoices

The Contractor's invoices shall include the following:

- Contract Number
- Date(s) of Service
- A breakdown of labor hours and hourly rate  
i.e.: 3 hours @ \$20/hour = \$60.00
- Employee Name and Employee Number of District Employee who ordered or authorized the service
- Brief description of services
- Signature of authorized District employee. Contractor's failure to obtain the signature of District employee authorizing the work may result in a delay of payment.
- Valid receipts and support documentation for any travel expenses.

5.5.5 District Approval and payment of Invoices. All invoices submitted by the Contractor for payment must have the written approval of the District Project Manager prior to any payment thereof. In no event shall the District be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld. The District Project Manager shall advise Contractor within ten (10) business days of receipt of any invoice which is not approved, identifying any issues which prevent such approval so that the invoice may be timely corrected. The District shall pay all approved invoices within 30 days of receipt.

5.5.6 **Local Small Business Enterprises – Prompt Payment Program**

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for services they provide to the District. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

## **5.6 Cost of Living Adjustments (COLA's)**

If requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may at the sole discretion of the District, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the twelve (12) month period preceding the contract anniversary date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the District decides to grant a COLA pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase. Further, before any COLA increase shall take effect and become part of this Contract, it shall require a written amendment to this Contract first, that has been formally approved and executed by the parties.

## **5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.7.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, 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.

5.7.3 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.

5.7.4 At any time during the duration of the agreement/contract, a Contractor 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 District, shall decide whether to approve exemption requests.

## **6 ADMINISTRATION OF CONTRACT – DISTRICT**

### **6.1 District Administration**

A listing of all District Administration referenced in the following subparagraphs are designated in Exhibit E - District's Administration. The District will notify the Contractor in writing of any change in the names or addresses shown.

### **6.2 District's Project Director**

*The responsibilities of the District's Project Director include:*

- Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to District policy, information requirements, and procedural requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

### **6.3 District's Project Manager**

The role of the District's Project Manager is to oversee the day-to-day administration of this Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The District's Project Manager's responsibilities include:

- Meeting with the Contractor's Project Manager on a regular basis; and

- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The District's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate District in any respect whatsoever.

#### **6.4 District's Contract Administrator**

*The responsibilities of the District's Contract Administrator include:*

- Ensuring that the objectives of this Contract are met; and
- Making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.1, Amendments; and
- Providing direction to Contractor in the areas relating to District policy, information requirements, and procedural requirements.

## **7 ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **7.1 Contractor Administration**

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit F - Contractor's Administration. The Contractor will notify the District in writing of any change in the names or addresses shown.

### **7.2 Contractor's Project Manager**

7.2.1 The Contractor's Project Manager is designated in Exhibit F (Contractor's Administration). The Contractor shall notify the District in writing of any change in the name or address of the Contractor's Project Manager.

7.2.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with District's Project Manager on a regular basis.

### **7.3 Approval of Contractor's Staff**

Contractor shall give consideration to the District's opinion concerning placement of all of the Contractor's staff performing



work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

#### **7.4 Contractor's Staff Identification**

Contract shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.4.1 Contractor is responsible to ensure that employees have obtained a District ID badge before they are assigned to work in a District facility. Contractor personnel may be asked by a District representative to leave a District facility if they do not have the proper District ID badge on their person and Contractor personnel must immediately comply with such request.

7.4.2 Contractor shall notify the District within one business day when staff is terminated from working under this Contract. Contractor shall retrieve and return an employee's County ID badge to the District on the next business day after the employee has terminated employment with the Contractor.

7.4.3 If District requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's County ID badge to the District on the next business day after the employee has been removed from working on the District's Contract.

#### **7.5 Background and Security Investigations**

7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by District in District's sole discretion, shall undergo and pass a background investigation to the satisfaction of District as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information.

If a member of Contractor's staff does not pass the background investigation, District may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with District's request at any time during the term of

the Contract. District will provide to Contractor or to Contractor's staff any information obtained through the District's background investigation.

7.5.2 District, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the District or whose background or conduct is incompatible with District facility access.

7.5.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.6 Confidentiality**

7.6.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, District policies concerning information technology security and the protection of confidential records and information.

7.6.2 Contractor shall indemnify, defend, and hold harmless District, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by District. Notwithstanding the preceding sentence, District shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide District with a full and adequate defense. District shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by District in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission,

in each case, on behalf of District without District's prior written approval. Such approval shall not be unreasonably withheld.

- 7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement," Exhibit G1-IT.

## **8 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

- 8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the Contractor and by the by Fire Chief or his designee.
- 8.1.2 The County's Board of Supervisors, Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The District reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer, upon mutual agreement of the Contractor and the District. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Fire Chief or his designee.
- 8.1.3 The Fire Chief or his designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions, except that such time extensions shall include an equitable adjustment in compensation to the Contractor. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Fire Chief or his designee.

## **8.2 Assignment and Delegation/Mergers or Acquisitions**

8.2.1 Nothing herein shall restrict the right of the Contractor to assign its rights and duties under this Contract in connection with any corporate sale, merger, acquisition or consolidation or in connection with the sale of related and/or similar business assets.

8.2.2 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of District, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, District consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the District to any approved delegatee or assignee on any claim under this Contract shall be deductible, at District's sole discretion, against the claims, which the Contractor may have against the District.

8.2.3 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein.

## **8.3 Authorization Warranty**

The contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

## **8.4 Budget Reductions**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the District reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The District's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Contractor shall not be obligated to accept less than the contract price set forth herein

for the period of performance as stated. Any reduction in funding for this work shall act as a termination for convenience, proportionately reducing the period of performance in which Contractor is obligated to perform.

## **8.5 Complaints**

8.5.1 The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

### **8.5.2 Complaint Procedures**

8.5.2.1 Within thirty (30) business days after the Contract effective date, the Contractor shall provide the District with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2.2 The District will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.2.3 If the District requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for District approval.

8.5.2.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the District for approval before implementation.

8.5.2.5 The Contractor shall preliminarily investigate all complaints and notify the District's Project Manager of the status of the investigation within twenty (20) business days of receiving the complaint.

8.5.2.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.2.7 Copies of all written responses shall be sent to the District's Project Manager within three (3) business days of mailing to the complainant.

## **8.6 Compliance with Applicable Law**

8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor shall indemnify, defend, and hold harmless District, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures. Any legal defense pursuant to Contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by District. Such approval shall not be unreasonably withheld. Notwithstanding the preceding sentence, District shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide District with a full and adequate defense. District shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by District in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of District without District's prior written approval, which shall not be unreasonably withheld.

## **8.7 Compliance with Civil Rights Laws**

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this

Contract. The Contractor shall comply with Exhibit D - Contractor's EEO Certification.

## **8.8 Compliance with the County's Jury Service Program**

### **8.8.1 Jury Service Program:**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

### **8.8.2 Written Employee Jury Service Policy.**

1. Unless the Contractor has demonstrated to the District's satisfaction either that the Contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this paragraph, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the District, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12)

month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the District under the Contract, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the District if the Contractor at any time either comes within the Jury Service Program's definition of "contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The District may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the District's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, District may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future District contracts for a period of time consistent with the seriousness of the breach.

## **8.9 Conflict of Interest**

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way



participate in the District's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the District's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the District. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract.

#### **8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

#### **8.11 Consideration of Hiring GAIN-GROW Participants**

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: [GAINGROW@DPSS.LACOUNTY.GOV](mailto:GAINGROW@DPSS.LACOUNTY.GOV) and [BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.LACOUNTY.GOV) and DPSS will refer qualified GAIN/GROW job candidates.

- 8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

## **8.12 Contractor Responsibility and Debarment**

### **8.12.1 Responsible Contractor**

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

### **8.12.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

### **8.12.3 Non-responsible Contractor**

The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

#### **8.12.4 Contractor Hearing Board**

- 8.12.4.1 If there is evidence that the Contractor may be subject to debarment, the District will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the District shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4 If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona

vide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

8.12.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.12.5 Subcontractors of Contractor**

These terms shall also apply to subcontractors of County contractors.

### **8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all

County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit I, in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at [www.babysafela.org](http://www.babysafela.org).

#### **8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program**

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

#### **8.15 District's Quality Assurance Plan**

The District or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the District determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the District and the Contractor. If improvement does not occur consistent with the corrective action measures, the

District may terminate this Contract or impose other penalties as specified in this Contract.

#### **8.16 Damage to District Facilities, Buildings or Grounds**

- 8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to District facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2 If the Contractor fails to make timely repairs, District may make any necessary repairs. All costs incurred by District, as determined by District, for such repairs shall be repaid by the Contractor by cash payment upon demand.

#### **8.17 Employment Eligibility Verification**

- 8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 The Contractor shall indemnify, defend, and hold harmless, the District, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the District or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## **8.18 Facsimile Representations**

The District and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

## **8.19 Fair Labor Standards**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the District, County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the District may be found jointly or solely liable.

## **8.20 Force Majeure**

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance

schedule. As used in this subparagraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **8.21 Governing Law, Jurisdiction, and Venue**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **8.22 Independent Contractor Status**

- 8.22.1 This Contract is by and between the District and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the District and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The District shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the District. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the



Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

### **8.23 Indemnification**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from the Contractor's negligent performance, fault, acts, errors or omissions under this Contract. Contractor shall not be obligated to indemnify the County for such loss or damage arising from the negligence or willful misconduct of the County Indemnitees.

Neither party shall be liable for any indirect, consequential, incidental or punitive damages. Neither party shall be liable to the other for damages that exceed 1.5 times the annual fee for the maintenance period in which the cause of damages occurred.

### **8.24 General Provisions for all Insurance Coverage**

8.24.1 Without limiting Contractor's indemnification of District, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. 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 Contractor pursuant to this Contract. The District in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

#### **8.24.2 Evidence of Coverage and Notice to District**

**8.24.2.1** Certificate(s) of insurance coverage (Certificate) satisfactory to District, and a copy of an Additional Insured endorsement confirming District and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be

delivered to District at the address shown below and provided prior to commencing services under this Contract.

**8.24.2.2** Renewal Certificates shall be provided to District not less than ten (10) days prior to Contractor's policy expiration dates.

**8.24.2.3** Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract 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 Contractor identified as the contracting party in this Contract. 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 fifty thousand dollars (\$50,000), and list any District required endorsement forms.

**8.24.2.4** Neither the District's failure to obtain, nor the District'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 Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

**8.24.2.5** Certificates and copies of any required endorsements shall be sent to:

Consolidated Fire Protection District of  
Los Angeles County  
Materials Management Division/Contracts Section  
5801 S. Eastern Avenue, Suite 100  
Commerce, California 90040-4001

**8.24.2.6** Contractor also shall promptly report to District any injury or property damage accident or incident, including any injury to a Contractor employee occurring on District property, and any loss, disappearance, destruction, misuse,

or theft of District property, monies or securities entrusted to Contractor. Contractor also shall promptly notify District of any third party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or District.

#### **8.24.3 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the District. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the District's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **8.24.4 Cancellation of or Changes in Insurance**

Contractor shall endeavor to provide District with written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. Contractor shall endeavor to provide written notice to the District 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 Contract, in the sole discretion of the District, upon which the District may suspend or terminate this Contract.

#### **8.24.5 Failure to Maintain Insurance**

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

#### **8.24.6 Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the District with A.M. Best ratings of not less than A:VII unless otherwise approved by District.

#### **8.24.7 Contractor's Insurance Shall Be Primary**

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

#### **8.24.8 Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against District under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### **8.24.9 Subcontractor Insurance Coverage Requirements**

Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide District with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor

name the District and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain District's prior review and approval of any subcontractor request for modification of the Required Insurance.

#### **8.24.10 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the District to pay any portion of any Contractor deductible or SIR. The District retains the right to require Contractor to provide a bond guaranteeing Contractor'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.

#### **8.24.11 Claims Made Coverage**

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

#### **8.24.12 Application of Excess Liability Coverage**

Contractors 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.

#### **8.24.13 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.

#### **8.24.14 Alternative Risk Financing Programs**

The District reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions.

The District and its Agents shall be designated as an Additional Covered Party under any approved program.

**8.24.15 District Review and Approval of Insurance Requirements**

The District reserves the right to review and adjust the Required Insurance provisions, conditioned upon District's determination of changes in risk exposures and subject to mutual agreement of District and Contractor.

**8.25 Insurance Coverage**

**8.25.1 Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming District 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

**8.25.2 Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

**8.25.3 Workers Compensation and Employers' Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), and if applicable, coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the District as the Alternate Employer, and the endorsement form shall be modified to provide that

District will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

#### **8.25.4 Professional Liability-Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

#### **8.26 Intentionally Omitted**

#### **8.27 Most Favored Public Entity**

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the District.

#### **8.28 Nondiscrimination and Affirmative Action**

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws

and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow District representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the District.
- 8.28.7 If the District finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract. While the District reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the District that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the District shall, at its sole option, be entitled to the sum of five



hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

### **8.29 Non Exclusivity**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict District from acquiring similar, equal or like goods and/or services from other entities or sources.

### **8.30 Notice of Delays**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

### **8.31 Notice of Disputes**

The Contractor shall bring to the attention of the District's Project Manager and/or District's Project Director any dispute between the District and the Contractor regarding the performance of services as stated in this Contract. If the District's Project Manager or District's Project Director is not able to resolve the dispute, the Fire Chief or designee shall resolve it.

### **8.32 Notice to Employees Regarding the Federal Earned Income Credit**

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

### **8.33 Notice to Employees Regarding the Safely Surrendered Baby Law**

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I,

Safely Surrendered Baby Law of this Contract. Additional information is available at [www.babysafela.org](http://www.babysafela.org).

#### **8.34 Notices**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered, delivered by courier service, with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - District's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Fire Chief or his designee shall have the authority to issue all notices or demands required or permitted by the District under this Contract.

#### **8.35 Prohibition Against Inducement or Persuasion**

Notwithstanding the above, the Contractor and the District agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

#### **8.36 Public Records Act**

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the District's right to audit and inspect the 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 District. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The District shall 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.

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

### **8.37 Publicity**

8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor’s need to identify its services and related clients to sustain itself, the District shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

8.37.1.1 The Contractor shall develop all publicity material in a professional manner; and

8.37.1.2 During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the District without the prior written consent of the District’s Project Director. The District shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of District, indicate in its proposals and sales materials that it has been awarded this Contract with the District, provided that the requirements of this Paragraph 8.37 (Publicity) shall apply.

### **8.38 Record Retention and Inspection-Audit Settlement**

8.38.1 The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the District, or its authorized representatives, shall have access to and the right to examine, audit,

excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, shall be kept and maintained by the Contractor and shall be made available to the District during the term of this Contract and for a period of five (5) years thereafter unless the District's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the District's option, the Contractor shall pay the District for travel, per diem, and other costs incurred by the District to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s) 8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this subparagraph 8.38 shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the District's dollar liability for any such work is less than payments made by the District to the Contractor, then the difference shall be either: a) repaid by the Contractor to the District by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the District, whether under this Contract or otherwise. If such audit finds that the District's dollar liability for such work is more than the payments made by the District to the Contractor, then the difference shall be paid to the Contractor by the District by cash payment, provided that in no event shall the District's

maximum obligation for this Contract exceed the funds appropriated by the District for the purpose of this Contract.

### **8.39 Recycled Bond Paper**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

### **8.40 Subcontracting**

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance written approval of the District**. Any attempt by the Contractor to subcontract without the prior consent of the District may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the District's request:

8.40.2.1 A description of the work to be performed by the subcontractor;

8.40.2.2 Other pertinent information and/or certifications requested by the District.

8.40.3 The Contractor shall indemnify, defend, and hold the District harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.

8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the District's approval of the Contractor's proposed subcontract.

8.40.5 Intentionally Omitted

8.40.6 The District's Project Director is authorized to act for and on behalf of the District with respect to approval of any subcontract.

8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest

arising through services performed hereunder, notwithstanding the District's consent to subcontract.

- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the District from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor shall ensure delivery of all such documents to:

*Consolidated Fire Protection District of Los Angeles County  
Materials Management Division/Contracts Section  
5801 S. Eastern Avenue, Suite 100  
Commerce, California 90040-4001*

**8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program**

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the District may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

**8.42 Termination for Convenience**

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the District, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the District, the Contractor shall:

8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

### **8.43 Termination for Default**

8.43.1 The District may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of District's Project Director:

8.43.1.1 Contractor has materially breached this Contract;  
or

8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within ten (10) working days (or such longer period as the District may authorize in writing) after receipt of written notice from the District specifying such failure.

8.43.2 In the event that the District terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the District may procure, upon such terms and in such manner as the District may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the District for any and all excess costs incurred by the District, as determined by the District, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.43.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of

God or of the public enemy, acts of the District in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.43.4 If, after the District has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the District that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

8.43.5 The rights and remedies of the District provided in this Paragraph 8.43 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 Termination for Improper Consideration**

8.44.1 The District may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any District officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination,



the District shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.44.2 The Contractor shall immediately report any attempt by a District officer or employee to solicit such improper consideration. The report shall be made either to the District manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

#### **8.45 Termination for Insolvency**

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

8.45.1.1 Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

8.45.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

8.45.1.3 The appointment of a Receiver or Trustee for the Contractor; or

8.45.1.4 The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the District provided in this Paragraph 8.45 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.46 Termination for Non-Adherence of County Lobbyist Ordinance**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the

Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the District may in its sole discretion, immediately terminate or suspend this Contract.

#### **8.47 Termination for Non-Appropriation of Funds**

Notwithstanding any other provision of this Contract, the District shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the District's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the District's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The District shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.48 Validity**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

#### **8.49 Waiver**

No waiver by the District of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the District to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.50 Warranty Against Contingent Fees**

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the District shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**8.51 Warranty of Compliance with County’s Defaulted Property Tax Reduction Program**

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

**8.52 Termination for Breach of Warranty to Maintain Compliance with County’s Defaulted Property Tax Reduction Program**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County’s Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which District may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

**8.53 Time Off for Voting**

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

#### **8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking**

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the District shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. District will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

#### **8.55 Intentionally Omitted**

#### **8.56 Compliance with Fair Chance Employment Practices**

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, District may, in its sole discretion, terminate the Contract.

#### **8.57 Compliance with the County Policy of Equity**

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

## **9 UNIQUE TERMS AND CONDITIONS**

### **9.1 Intentionally Omitted**

### **9.2 Intentionally Omitted**

### **9.3 Ownership of Materials, Software and Copyright**

- 9.3.1 District shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the District all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.
- 9.3.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. District shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.3.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the District's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.3.4 The District will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The District agrees not to reproduce, distribute or disclose to non-District entities any such proprietary and/or confidential items without the prior written consent of the Contractor.

9.3.5 Notwithstanding any other provision of this Contract, the District will not be obligated to the Contractor in any way under subparagraph 9.3.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 9.3.3 or for any disclosure which the District is required to make under any state or federal law or order of court.

9.3.6 All the rights and obligations of this Paragraph 9.3 shall survive the expiration or termination of this Contract.

#### **9.4 Patent, Copyright and Trade Secret Indemnification**

9.4.1 The Contractor shall indemnify, hold harmless and defend District from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. District shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

9.4.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that District's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that District's continued use of the system is not materially impeded, shall either:

- Procure for District all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.4.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a

use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

## 9.5 Data Destruction

Contractor(s) and Vendor(s) that have maintained, processed, or stored the District's data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. Available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The District must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Vendor shall certify that any District data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization*. Vendor shall provide District with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all District data was destroyed and is unusable, unreadable, and/or undecipherable.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be executed by the Fire Chief of the Consolidated Fire Protection District of Los Angeles County (or designee) and approved by County Counsel, and Contractor has caused this Contract to be executed in its behalf by its duly authorized officer, this 1st day of January, 2020.

CONSOLIDATED FIRE PROTECTION  
DISTRICT OF LOS ANGELES COUNTY

By   
Fire Chief

By NORTHROP GRUMMAN SYSTEMS CORPORATION  
Contractor

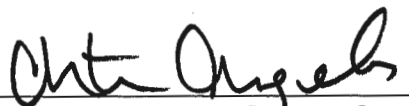
Signed: 

Printed: JOHN KOURI

Title: CONTRACTS MANAGER

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By   
Principal Deputy County Counsel





**STATEMENT OF WORK**

**CAD MASTER MAINTENANCE SERVICES**

**EXHIBIT B  
STATEMENT OF WORK  
CAD MASTER MAINTENANCE SERVICES**

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# SECTION 1

## SCOPE OF WORK

Contractor will provide system maintenance and technical service on the District's Computer Aided Dispatch (CAD) system to ensure reliable and accurate operations. The contractor will provide the following items.

1. "ITEM A" - Maintenance for all items categorized as "ITEM A" in Section 2 shall be maintained by Hewlett Packard and Curvature as subcontractors to Contractor.
2. "ITEM B" - Maintenance for all items categorized as "ITEM B" in Section 2 shall be maintained by Contractor.
3. "ITEM C" - Maintenance for all items categorized as "ITEM C" in Section 2 shall be maintained by Power Maintenance Corporation as a subcontractor to Contractor.

### A. Hardware and Software Maintenance Service Providers

The HP hardware maintenance services to be performed by Hewlett-Packard are as detailed on the Hewlett-Packard Field Service Description attached as Attachment "A" hereto, and made a part hereof, for all purposes. It is understood that Northrop Grumman is selling the Hewlett-Packard level of service as shown on said Field Service Description. Should Hewlett-Packard at any time alter any of the terms, conditions, or services offered under such Description such changes shall automatically become part of this agreement. Should District not be able to comply with such changes, District may terminate this agreement with ninety (90) days prior written notice to Northrop Grumman.

Contractor is responsible for hardware and software maintenance, and services listed in Section 2 on the following terms:

1. Contractor will maintain a toll-free emergency telephone service number twenty-four (24) hours a day, 7 days a week.
2. The District expressly allows Contractor to work with subcontractors to provide the required maintenance services. However, should District determine, for just cause, that any one of these subcontractors is not performing to District's expectations, Contractor shall provide at District's request, a different maintenance subcontractor to be approved by District. Contractor shall notify District of the change and contact person within thirty (30) days of request.

## **B. Hardware and Software Maintenance Coverage**

1. The following maintenance services will be performed in accordance with, Response Times and Coverage, Section 1 – C of this Statement of Work:
  - (a) Remedial maintenance during coverage hours, as defined under Response Times and Coverage, Section 1 - C of this Statement of Work.
  - (b) Correction of any failed hardware equipment identified in Section 2, Item A.
  - (c) Replacement of any failed hardware or operating software component identified in Section 2, Items A & B if not correctable through HP Field Service.
  - (d) Reports to the hardware maintenance coordinator providing the activity and equipment status when changes have been made.
2. Maintenance coverage hereunder does not cover any of the following:
  - (a) Abuse and/or accidental damage by District personnel.
  - (b) Damage caused by lightning, electrical storms or electrical power problems in the associated buildings.
  - (c) Service calls to where, upon arrival, no maintenance problem exists (such as failure to plug in equipment). In such a case District agrees to reimburse Contractor at rates specified in the Section 3, On-Demand CAD Maintenance Section of this Statement of Work for all time spent.
3. Should Contractor or its subcontractor be called upon to provide services included under the conditions above, or at a time outside of the coverage hours explained in Response Times and Coverage below, such services shall be provided at Contractor's usual rates for such services.

## **C. Response Times and Coverage**

1. Contractor and subcontractors, as appropriate, shall respond to requests for maintenance for equipment components in accordance with the response times shown in Section 2 in charts identified as "Type of Service." The coverage for same shall be 8:00 AM until 5:00 PM Pacific Standard Time, Monday through Friday. Determination of response times shall be comprised of those hours falling between 8:00 AM and 5:00 PM.
2. If a hardware or system software issue occurs, the Contractor will be required to respond within a defined period based on the defined Priority Level of the issue as defined in Section 1 – G of this Statement of Work. As used in this Statement

of Work, "Response Time" is defined as the total elapsed time from when the District notifies the Contractor that an issue has occurred until the time that the Contractor or Subcontractor, as appropriate, begins to take the necessary actions to begin to diagnose and resolve the problem. Required response times are as follows:

- (a) Priority Level 1: When a serious issue is identified, the Contractor is allowed 1 hour from verbal notification by the District to begin work on diagnosing and resolving the issue.
- (b) Priority Level 2 – When a major issue is identified, the Contractor is allowed two (2) hours from verbal notification by the District to begin work on diagnosing and resolving the issue.
- (c) Priority Level 3 – When a minor issue is identified, the Contractor is allowed two (2) business days from verbal or written notification by the District to respond to the issue.
- (d) Priority Level 4 – For informational requests, the Contractor is allowed ten (10) business days from verbal or written notification by the District to respond to the issue.

#### **D. Modifications to Covered Hardware and Operating Software**

The list of hardware and operating system software maintained under the terms of this Contract will likely vary over the term of the Contract: therefore, the following procedures have been put in place to accommodate such variations.

1. Section 2 is intended to be an accurate, but changeable, list of hardware and software items covered under the terms of this Statement of Work. The Section 2 list may be updated periodically, as specified by District in written correspondence to Contractor. This written correspondence will direct Contractor to add or remove items from the Section 2 list effective on a specified date.
2. Section 2, ITEM A and ITEM C: the specified removal date must coincide with the start of an invoice period as specified in Section 6, Payment Rates and Schedule, of this Statement of Work, and the written correspondence must be received at least forty-five (45) days prior to the end of the previous invoice period to give Contractor enough time to notify the maintenance subcontractor, and determine the new rates for any equipment to be added to the list.
3. When directed by District to update the Section 2 Hardware and Software list, Contractor will provide District with an updated Section 2 prior to issuing a scheduled invoice for Section 2 equipment. The new Section 2 will replace the old Section 2 until such time as Section 2 is again updated by written directive from District. Changes to Section 2 may be made effective only on invoice

periods (for example Section 6 calls for a quarterly invoice, therefore the Section 2 list may be updated only on a quarterly basis).

4. For historical purposes, equipment removed from maintenance will remain listed on Section 2 throughout the term of the Contract, with the date of removal specified in the End Date column and a maintenance price of \$0 from that date on. Maintenance prices for Hardware and Software in Section 2 that have not been added or deleted by directive from District shall not change except for periodic increases as specified in the Payment Rates and Schedule – Section 6.
5. When Section 2 is updated to reflect changes in equipment being maintained, Section 6: Payment Rates and Schedule must also be updated to reflect the new payment schedule. The updated Section 8 will be delivered to District along with the updated Section 2 prior to issuing an invoice for that period.
6. The District is responsible for notifying Contractor in writing, of the addition or deletion of any equipment outlined in the attached Section 2. When changes occur, the District must provide to Contractor a detail of model numbers, serial numbers and installation/de-installation information. Failure to notify Contractor of changes could result in equipment not being covered under this Contract. Any omissions or inaccuracies resulting from the addition/deletion of such equipment without written notification to Contractor are the responsibility of the District.

## **E. CAD Software System and Interfaces**

### **1. Software System**

- (a) Maintenance of the CAD software will be provided by Contractor's Customer Service Group (CSG).
- (b) For the purpose of this Contract, the "Software System" shall mean the CAD system developed by Northrop Grumman Information Technology, Inc., and utilized by the District and all current production interfaces:
  - Zetron
  - E911
  - Mobile terminals
  - CAD workstations (PCMSS)
  - Printer interfaces
  - Network clock
  - CAD-to-SunPro (ZOLL) RMS transfer facility
  - Reddinet
  - DECCAN LiveMUM
  - Watchdog
  - CAD data transfer to CAD Jr.
  - CAD Dump for Fireview System

- CAD interface to SQL, database

## **F. Software Support Services**

1. With respect to the CAD Software System and Interfaces, Contractor agrees to perform, or cause to be performed, the following maintenance services:
  - (a) Contractor will retain a complete copy of the Software Systems source code, as provided by District.
  - (b) If during the term of this Contract, 1) the District discovers defects in the Software System such that same will not perform in accordance with Contractor's design; 2) the District notifies Contractor of such defects; and, 3) such defects are reproducible, then Contractor shall provide, or cause to be provided, timely corrections of such defects in accordance with the assigned Priority Level of the problem as defined in Section 1 – G of this Statement of Work.
  - (c) If serious problems arise (see Priority Level Section 1 - G) and the District cannot correct them by following system management procedures previously supplied by Contractor, Contractor will provide assistance to restore computer system operations 24 hours a day, 365 days a year without additional charge to the District. The determination of whether an after-hours call is billable will be reasonably made by agreement between the District and Contractor.
  - (d) If non-serious problems arise (see Priority Level Section 1 - G) concerning the Software System, the District's System Manager is responsible for initial triage and attempts to correct the problem. If the System Manager is unable to solve the problem, Contractor will provide a reasonable amount of telephone assistance within the schedule and charges stated below:
    - Basic software service shall be provided five (5) days per week from 5:30 a.m. through 5:30 p.m. Pacific Standard Time excluding Contractor holidays.
    - Non-serious calls made outside the above basic software service times will be billable at the rate of Principal Computer Analyst with 4 hours minimum per call. Additional consultation will be billable at the rate of a Principal Computer Analyst. The rates for a Principal Computer Analyst are defined in the On-Demand CAD Maintenance (Exhibit B – Pricing Sheet) and may increase each year as defined in the Payment Rates and Schedule.
  - (e) With respect to the Software System, Contractor will not perform, or cause to be performed under the scope of this Contract, duties of database

administration, such as routine backups or routine efforts to maintain ongoing data integrity. Database administration shall be the responsibility of the District. Should the District request, in writing, Contractor's assistance with database administration as it pertains to the Contractor Application Systems installed, Contractor will endeavor to provide database administration services at Contractor's then current Time and Materials rate (see Exhibit B – Pricing Sheet).

(f) With respect to the previous paragraph, the following actions are considered database administration, and as such, will not be performed under this contract:

- Database recovery
- Monitoring Database Space (Utilization)
- Monitoring Alert Log
- Defragmentation of free space
- Monitoring and increasing table space
- Manipulation of the Oracle listener

## **G. Priority Level**

1. Problems that arise preventing the normal functioning of the hardware or software system as specified in Section 2 shall be assigned a Priority Level based on the criticality of the problem. Priority Levels are defined as follows:

(a) Priority Level 1 - Serious: The problem will be classified as serious if any of the following occurs:

1. Complete system outage
2. The loss of a major portion of call-taker or dispatcher operations
3. The inability to dispatch to a geographic area
4. Loss of location verification functions
5. Loss of unit recommendation functions
6. Loss of unit status change functions
7. Loss of multiple remote database links or interfaces
8. Doubling of response times for a period of 15 minutes or more

(b) Priority Level 2 - Major: The problem will be classified as major if any of the following occurs:

1. A software defect or hardware failure which may significantly affect the system or a component's ability to accomplish a critical system



function for which there is a work-around solution or the loss of an interface.

2. A software defect or hardware failure that causes loss of major system functions such as file maintenance, CAD and external queries, miscellaneous field functions, for which there is no workaround, but which does not cause the loss of critical system functions.
- (c) Priority Level 3 - Minor: The problem will be classified as minor if any of the following occurs:
1. A minor software defect or hardware failure in a critical function.
  2. A software defect or hardware failure in a major system function such as file maintenance, CAD and external queries, miscellaneous field functions, for which there is a work-around solution.
  3. Any other software defect or hardware failure that causes operator inconvenience or annoyance, but which does not cause the loss of any critical or major system functions.
- (d) Priority Level 4 – Informational: All other problems and requests for consultations will be classified as Informational Requests.

## **H. Responsibilities of District**

1. The obligations of Contractor under this Contract are conditioned upon:
  - (a) District assigning a coordinator to ensure that District's assignments in connection with this Contract are met, to coordinate appropriate schedules in connection with Contractor's services hereunder, and to serve to provide other coordination activities which are necessary for Contractor to perform its services hereunder.
  - (b) District assigning at least two technically capable individuals (e.g., the Computer Operators and/or the Operations Manager), as required by Contractor to assist Contractor in performing its services hereunder.
  - (c) District performing regular system and file backup procedures.
  - (d) District establishing an on-site dial-up line to enable Contractor to remotely access the Software System. District, in accordance with a schedule mutually agreed upon by Contractor and District, shall connect the dial-in modem, at District's cost and expense, in order to enable Contractor to remotely access the Software System. District shall also compile programs and run appropriate tests following each remote access by Contractor.

- (e) District shall be responsible for controlling security and access to the computer systems. The District shall connect the dial-in modem and/or VPN connection in a timely manner to allow Contractor to perform maintenance activities, and the District shall provide the appropriate usernames and authorization codes to Contractor whenever maintenance work is to be done.
- (f) District shall not perform any modifications or enhancements to the Software System or allow any person or entity not specifically authorized by Contractor to perform any modifications or enhancements to the Software System.
- (g) During the term of the CAD Master Maintenance Services Contract, and any subsequent extensions of the term, District shall provide Contractor with a verified copy of the system backup on an annual basis, at no cost to the Contractor, for use in assisting the District during disaster recovery efforts if requested.

## **I. Third Party Software**

1. Support of integrated third party software or products is limited to the service made available to Contractor. If third party software or product providers discontinue support of software or products provided that prevents Contractor from maintaining the Software System, Contractor will, on a best effort basis, attempt to correct or work around the reported problem. In addition, Contractor will submit to District a proposal to provide software or product that will enable the system to function in accordance with the System Design. District has the option to reject the Contractor's proposal and understands and accepts that the performance of the System may be in jeopardy. District also understands and accepts that a rejection of the Contractor's proposal may have a direct impact on the ability of Contractor to make further changes to the System products and/or software which may be desired by District.

## **SECTION 2**

### **HARDWARE AND SOFTWARE COVERED ITEMS AND CHARTS**

1. This Section provides the detailed listings referred to as ITEM A, ITEM B and ITEM C. These listings are the specific information for the support of the District's hardware and software inventory. Included is the appropriate vendor that supports each component, the type of service for each component (i.e. response time) as well as other pertinent pieces of information required by the District. Contractor will maintain the accuracy of the Items A, B and C as per the Statement of Work (see Section 1), and District will validate the accuracy either upon a change of hardware and/or software or on an annual basis.

## Los Angeles County Fire Department – Section 2 Items A, B and C

ITEM A					
<u>Provider</u>	<u>Model Number</u>	<u>Description</u>	<u>Serial Number</u>	<u>QTY</u>	<u>EOSL Date</u>
HPE	<b>HPE Service Agreement ID: 1033 0331 0871</b>				
HPE	<b>Hardware Support:</b>				
HPE	DY-68DAA-BA	ES45 68/1000 M2 1GB OVMS	AY34101711	1	12/31/2020
HPE	<b>Software Support:</b>				
HPE	QL-09KAE-AA	DCPS Open-amV/A License		1	
HPE	QL-09MAE-AA	DCPS-Plus V/A License		1	
HPE	QL-5LQAE-AA	ABS OMT VMS TRAD LIC		1	
HPE	QL-5LSA9-3B	ABS CLT WNT 1 CONC LIC		1	
HPE	QL-MT1AE-67	OVMS Alpha ES40 Base LIC		1	
HPE	QM-5SUA-AK	ADV SVR PW VMS 1 CAL LIC	AY34101711	2	
HPE	QM-5TD9A-AA	OSVR CAL ALL SYS 1 LIC	AY34101711	2	
HPE	QL-MT3AA-3C	OpenVMS CONC 2 LIC		1	
HPE	QL-2A1AE-AA	Vol Shadow V/A License		1	
	<b>HPE Service Agreement ID: 1033 0331 0641</b>				
HPE	<b>Hardware Support:</b>				
HPE	DY-68DAA-BA	ES45 68/1000 M2 1GB OVMS	AY34101712	1	12/31/2020
HPE	<b>Software Support:</b>				
HPE	QL-09KAE-AA	DCPS Open-amV/A License		1	
HPE	QL-09MAE-AA	DCPS-Plus V/A License		1	
HPE	QL-0LXAE-AA	TCP/IP SVC V/A TRAD LIC		1	
HPE	QL-5LQAE-AA	ABS OMT VMS TRAD LIC		1	
HPE	QL-5LSA9-3B	ABS CLT WNT 1 CONC LIC		1	
HPE	QL-MT1AE-67	OVMS Alpha ES40 Base LIC		1	
HPE	QL-MTFAE-AA	DECnet/OSI ES V/A License		1	
HPE	QL-MV4AE-AA	DW MOTIF V/A TRAD LIC		1	
HPE	QM-5SUA-AK	ADV SVR PW VMS 1 CAL LIC	AY34101712	1	
HPE	QM-5TD9A-AA	OSVR CAL ALL SYS	AY34101712	1	
	<b>HPE Service Agreement ID: 1033 0330 6272</b>				
HPE	<b>Hardware Support:</b>				
HPE	3R-A3849-AA	36GB 15K U320 UNI HDD		14	
HPE	DS-SL13R-AA	StrgWrks 4314 Rackable JBOD		1	
HPE	CCMAB-AA	PCI MC 2 CONTROLLER		2	

Provider	Model Number	Description	Serial Number	QTY	EOSL Date
	<b>HPE Service Agreement ID: 1046 8353 6473</b>				
HPE	<b>HPE Software Updates SVC</b>				
HPE	A7173A	HP Dual Channel Ultra320 SCSI Adapter	P802294709	1	
HPE	A7173A	HP Dual Channel Ultra320 SCSI Adapter		1	
HPE	BA322AA	HP OpenVMS I64 FOE Media		1	
HPE	BA453AC	HPE VMS I64 FOE PCL LTU Max2 Proc w/ Sys		2	
HPE	BA412BC	HPE Clusters for VMS I64 License		1	12/31/2020
HPE	BA412BC#221	2Skt/4Core 1-unit PCL LTU		1	12/31/2020
HPE	BA452AC	HPE VMS I64 FOE PCL LTU Mx2 Proc w/o Sys		1	
HPE	BA412BC	HPE Clusters for VMS I64 License		1	12/31/2020
HPE	BA412BC#221	2Skt/4Core 1-unit PCL LTU		1	12/31/2020
HPE	BA452AC	HPE VMS I64 FOE PCL LTU Mx2 Proc w/o Sys		1	
HPE	<b>HPE Prior Version wo/Sustaining Eng Supp</b>				
HPE	BA453AC	HPE VMS I64 FOE PCL LTU Max2 Proc w/ Sys		2	
HPE	BA452AC	HPE VMS I64 FOE PCL LTU Mx2 Proc w/o Sys		1	
HPE	BA452AC	HPE VMS I64 FOE PCL LTU Mx2 Proc w/o Sys		1	
HPE	<b>HPE Software Technical Unlimited Support</b>				
HPE	BA348AC	HPE C for VMS I64 Concurrent LTU		1	
HPE	BA350AC	HPE COBOL VMS I64 Concurrent LTU		1	
HPE	BA412AC	HP Clusters for VMS I64 PCL LTU		6	
HPE	<b>HPE Service Agreement ID: 1036 8221 0153</b>				
HPE	<b>HPE Software Updates SVC</b>				
HPE	A7173A	HP Dual Channel Ultra320 SCSI Adapter	P601874509	1	
HPE	BA322AA	HP OpenVMS I64 FOE Media		1	
HPE	BA453AC	HPE VMS I64 FOE PCL LTU Max2 Proc w/ Sys		4	
HPE	A7173A	HP Dual Channel Ultra320 SCSI Adapter	P600964509	1	
HPE	BA322AA	HP OpenVMS I64 FOE Media		1	
HPE	BA453AC	HPE VMS I64 FOE PCL LTU Max2 Proc w/ Sys		2	
HPE	BA348AA	HPE C for VMS I64 Upd Service		1	
HPE	BA348AC	HPE C for VMS I64 Concurrent LTU		1	
HPE	BA350AA	HPE COBOL VMS I64 Upd Service		1	
HPE	BA350AC	HPE COBOL VMS I64 Concurrent LTU		1	
HPE	BA412AC	HP Clusters for VMS I64 PCL LTU		6	
HPE	<b>Software Support</b>				
HPE	BA453AC	HPE VMS I64 FOE PCL LTU Max2 Proc w/ Sys		4	
HPE	BA453AC	HPE VMS I64 FOE PCL LTU Max2 Proc w/ Sys		2	

<u>Provider</u>	<u>Model Number</u>	<u>Description</u>	<u>Serial Number</u>	<u>QTY</u>	<u>EOSL Date</u>
Curvature	AH235A	HP rx2660 base server with two CPUs	SGH50160NK	1	
Curvature	AD139A	CPU, 1.6GHZ/18MB/DUALCORE ITANIUM 2		2	
Curvature	AD275A	HP rx2660 4GB (2x2GB) PC2-4200 R Memory	P8DXVYUORP	1	
Curvature	A7173A	HP Dual Channel Ultra320 SCSI Adapter	P802294709	1	
Curvature	AD379A	HP 72GB 15K 15K 2.5 DP SAS			
Curvature	AD142A	rx3600/rx6600 DVD-ROM Drive	ID03530235	1	
Curvature	AD379A	HP 72GB 15K SFF SAS HDD	C013SYH1Y4		
Curvature	AD379A	HP 72GB 15K SFF SAS HDD	C013SYH1Y9	1	
Curvature	AD248A	RAID CONTROLLER, SAS RX2660 EMBEDDED		1	
Curvature	A7173AR	RMKT PCI-X DUAL CHANNEL ULTRA 320 SCSI A			
Curvature	AD379A	HP 72GB 15K SFF SAS HDD	C013SYH1Z1	1	
Curvature	AD379A	HP 72GB 15K SFF SAS HDD	C013SYH1YY	1	
Curvature	AD379A	HP 72GB 15K SFF SAS HDD	C013SYH1YN	1	
Curvature	AH235A	RX2660 INTEGRITY SERVER W/2CPU 1.66GHZ	USE5018JW9	1	
Curvature	AD139A	CPU, 1.6GHZ/18MB/DUALCORE ITANIUM 2		2	
Curvature	AD275A	MEMORY, 4GB PC4300 DDR2-SDRAM (2x2GB)		1	
Curvature	A7173A	RMKT PCI-X DUAL CHANNEL ULTRA 320 SCSI A		1	
Curvature	AD379A	DRIVE, 72GB 15K 2.5 DP SAS		1	
Curvature	AD142A	DVD-ROM DRIVE, 24X FOR HP INTEGRITY		1	
Curvature	AD379A	DRIVE, 72GB 15K 2.5 DP SAS		1	
Curvature	AD246A	HP rx2660 PCI-x 3 slot cage option		1	
Curvature	AD379A	DRIVE, 72GB 15K 2.5 DP SAS		1	
Curvature	AD248A	RAID CONTROLLER, SAS,RX2660 EMBEDDED		1	
Curvature	A7173AR	RMKT PCI-X DUAL CHANNEL ULTRA 320 SCSI A		1	
Curvature	AD379A	DRIVE, 72GB 15K 2.5 DP SAS		1	
Curvature	AD379A	DRIVE, 72GB 15K 2.5 DP SAS		1	
Curvature	AD379A	DRIVE, 72GB 15K 2.5 DP SAS		1	
Curvature	AJ797A	STORAGWORKS MSA2324FC DUAL CONTROLLER	2S6012B162	1	
Curvature	DS-SE2UP-AA	POWER SUPPLY	2SD012O07N	1	
Curvature	504062-B21	HP 146GB 3G SAS 15K 2.5in DP ENT HDD	2SD012O0KP	1	
Curvature	504062-B21	HP 146GB 3G SAS 15K 2.5in DP ENT HDD	2SD012O0KM	1	
Curvature	504062-B21	HP 146GB 3G SAS 15K 2.5in DP ENT HDD	2SD012O07G	1	
Curvature	504062-B21	HP 146GB 3G SAS 15K 2.5in DP ENT HDD	2SD012O07M	1	
Curvature	504062-B21	HP 146GB 3G SAS 15K 2.5in DP ENT HDD	2SD012O0KK	1	
Curvature	504062-B21	HP 146GB 3G SAS 15K 2.5in DP ENT HDD	2SD012O0KN	1	
Curvature	504062-B21	HP 146GB 3G SAS 15K 2.5in DP ENT HDD	2SD012O0KL	1	
Curvature	504062-B21	HP 146GB 3G SAS 15K 2.5in DP ENT HDD	2SD012O0KR	1	
Curvature	504062-B21	HP 146GB 3G SAS 15K 2.5in DP ENT HDD	2SD012O07P	1	
Curvature	504062-B21	HP 146GB 3G SAS 15K 2.5in DP ENT HDD	2SD012O07R	1	

<u>Provider</u>	<u>Model Number</u>	<u>Description</u>	<u>Serial Number</u>	<u>QTY</u>	<u>EOSL Date</u>
Curvature	504062-B21	HP 146GB 3G SAS 15K 2.5in DP ENT HDD	2SD012O07E	1	
Curvature	504062-B21	HP 146GB 3G SAS 15K 2.5in DP ENT HDD	2SD012O07K	1	
Curvature	504062-B21	HP 146GB 3G SAS 15K 2.5in DP ENT HDD	2SD012O07L	1	
Curvature	504062-B21	HP 146GB 3G SAS 15K 2.5in DP ENT HDD	2SD012O07F	1	
Curvature	504062-B21	HP 146GB 3G SAS 15K 2.5in DP ENT HDD	2SD012O07H	1	
Curvature	481321-001	CHASSIS ENCLOSURE, MIDPLANE,LARGE FF		1	
Curvature	EH842A	TAPE DRIVE,ULTRIUM 920 LTO3 400/800GB	HU11004YJR	1	
Curvature	AF002A	UNIV RACK 10642 G2 SHOCK RACK		1	
Curvature	EH842-69201	TAPE DRIVE, ULTRIUM 920 LTO3 400/800GB		1	
Curvature	443584-001	TAPE DRIVE, ULT920 LTO-3 SCSI LVD HH EXT		1	
Curvature	AH235A	HP rx2660 base server with two CPUs	USE5018JW8	1	
Curvature	AD246A	HP rx2660 PCI-x 3 slot cage option	M49CMP0215	1	
Curvature	AD275A	HP rx2660 4GB (2x2GB) PC2-4200 R Memory	P04XVYW07Z	1	
Curvature	EH841A	HP Ultrium 920 SCSI Int Tape Drive	HU11009MDN	1	
Curvature	AD193A	HP PCI-X 1p 4GB FC AND 1p 1000BT Adptr	JP49512296	1	
Curvature	AD193A	HP PCI-X 1p 4GB FC AND 1p 1000BT Adptr	JP49512293	1	
Curvature	AD379A	DRIVE, 72GB 15K 2.5 DP SAS	2SD015X0TG	1	
Curvature	A7173A	HP Dual Channel Ultra320 SCSI Adapter	P601874509	1	
Curvature	AD254A	HP rx2660 additional power supply	60C4DY027X	1	
Curvature	AD379A	HP 72GB 15K SFF SAS HDD	2SD015X0TD	1	
Curvature	EH841A	HP Ultrium 920 SCSI Int Tape Drive	HU11009MFR	1	
Curvature	AD248A	RAID CONTROLLER, SAS,RX2660 EMBEDDED		1	
Curvature	AD142A	rx3600/rx6600 DVD-ROM Drive	ID03516714	1	
Curvature	012764-004	256MB BATTERY BACKED WRITE CACHE MEMORY		1	
Curvature	380622-001	POWER SUPPLY, 1000W		1	
Curvature	381573-001	BATTERY PACK, SMART ARRAY P4 SERIES		1	
Curvature	408658-001	CABLE ASSEMBLY, 8AWG 16PIN 11.5IN P400		1	
Curvature	A6961-60111	ADAPTER, PCI-X, 64BIT, DUAL CH, SCSI		1	
Curvature	AB419-60002	ADAPTER, 3 SLOT, PCI-X I/O RISER BOARD		1	
Curvature	AB419-60008	RX2660 RAID EXPANSION CARD		1	
Curvature	AB565DX	MEMORY, 2GB,PC2-5300P, DDR2, DIMM		1	
Curvature	AD142A	DVD-ROM DRIVE, 24X FOR HP INTEGRITY		1	
Curvature	AD254A	POWER SUPPLY		1	
Curvature	AD392A	CPU, 1.6GHZ/12MB SC 9110N		1	
Curvature	AM867A	8/8 8P FULL FABRIC ENABLED SAN SWITCH	USB012T0HP	1	
Curvature	492291-001	SWITCH ,8 PORT FULL FABRIC ENABLED SAN		1	
Curvature	AM867A	HP 8/8 (8)-ports Enabled SAN Switch	USB012T0HR	1	
Curvature	AJ715A	HP 4Gb Short Wave B-series FC SFP 1 Pack		8	

<u>Provider</u>	<u>Model Number</u>	<u>Description</u>	<u>Serial Number</u>	<u>QTY</u>	<u>EOSL Date</u>
Curvature	492291-001	SWITCH ,8 PORT FULL FABRIC ENABLED SAN		1	
Curvature	AF616A	SWITCH, KVM 8 X 2 - 8 X RJ-45	MY2002GGRG	1	
Curvature	AF054A	RACK SIDE PANEL KIT 10642 10842 G2 ON		1	
Curvature	252663-B24	MOD PDU 16A HV WW ALL	CN09501120	1	
Curvature	AF062A	10K G2 STABILIZER KIT 600MM		1	
Curvature	336047-B21	ADAPTER, KVM INTERFACE,1PK CONSOLE		1	
Curvature	252663-B24	MOD PDU 16A HV WW ALL			
Curvature	396630-001	SWITCH,1X8 KVM, CAT5, SERVER CONSOLE 8-P		1	
Curvature	AG052A	TERMINAL, TFT 7600 RKM CONSOLE	2C400524NL	1	
Curvature	A7445B	STORAGEWORKS 1U RACKMOUNT	USE0130013	1	
Curvature	192514-001	POWER CORD,CS-C14,TFT5000, 250V,2.5A,12		1	
Curvature	406498-001	MONITOR, TFT7600 RKMT 17 MONITOR LCD		1	

### Type of Service Descriptions:

	<b><u>Service Agreement ID:</u></b>
	<b>1033 0331 0871</b>
	<b>1033 0330 6272</b>
	<b>1033 0331 0641</b>
H7J35AC	HPE Foundation Care 24x7 wDMR SVC
	*** Hardware Support ***
	HPE Hardware Maintenance Onsite Support
	Hardware Problem Diagnosis
	Onsite Support
	Parts and Material provided
	4 Hr Onsite Response
	24 Hrs Std Office Days
	24 hrs, Day 6
	24 hrs, Day 7
	Holidays Covered
	Travel Zone 1
	Defective Media Retention
	*** Software Support ***
HJ906AC	HPE Mature Product wo/Sustaining Eng Supp
	Electronic Support
	Tech Supp WO Sustaining Eng
	24 Hrs Std Office Days
	24 Hrs Day 6
	24 Hrs Day 7
	Holidays Covered
	Standard Response

	<b>Service Agreement ID: 1036 8221 0153 &amp; 1046 8353 6473</b>
H7J35AC	*** Hardware Support ***
	HPE Hardware Maintenance Onsite Support
	Hardware Problem Diagnosis
	Onsite Support
	Parts and Material provided
	4 Hr Onsite Response
	24 Hrs Std Office Days
	24 hrs, Day 6
	24 hrs, Day 7
	Holidays Covered
	Travel Zone 1
	Defective Media Retention
	*** Software Support ***
	HPE Software Technical Unlimited Support
	SW Technical Support
	SW Electronic Support
	24 Hrs Std Office Days
	24 Hrs Day 6
	24 Hrs Day 7
	Holidays Covered
	Standard Response
	HPE Software Updates SVC
	License to Use & SW Updates
	HPE Recommended SW Upd Method
	HPE Recommended Doc Upd Method
HJ904AC	HPE Prior Version wo/Sustaining Eng Supp
	Electronic Support
	Tech Supp WO Sustaining Eng
	24 Hrs Std Office Days
	24 Hrs Day 6
	24 Hrs Day 7



<b>ITEM B Hardware and Software Covered Items</b>				
<b>Item #</b>	<b>Description</b>	<b>Service Level</b>	<b>Start Date</b>	<b>End Date</b>
1.00	<b>NGIT CAD Software (No RMS)</b>	NGIT	1/1/2020	12/31/2024
2.00	<b>NFIRS Database Administration</b>	FirstOnScene	1/1/2020	12/31/2024
3.00	<b>Oracle V9i software on AlphaServer</b>	Oracle	1/1/2020	12/31/2024
4.00	<b>Oracle V9i software on AlphaServer</b>	Oracle	1/1/2020	12/31/2024
5.00	<b>Trifox Development Software for Oracle V9i</b>	Trifox	1/1/2020	12/31/2024

<b>ITEM C Hardware and Software Covered Items</b>					
<b>Item #</b>	<b>Model</b>	<b>Description</b>	<b>Service Level</b>	<b><u>Type of Service</u></b>	<b><u>Start Date</u></b>
		<b>MAINTAINED BY Power Maintenance Corporation</b>			
1	7200	30KVA Power Center	NGSC	9h * 5 days	1/1/2020
2	7200	39KVA Power Center	NGSC	9h * 5 days	1/1/2020
3	Pwr Tech	Best Pwr Tech UPS System	NGSC	9h * 5 days	1/1/2020

## **SECTION 3**

### **ON-DEMAND CAD MAINTENANCE**

#### **A. On-Demand CAD Maintenance – Hourly**

1. The District will require maintenance to the CAD system that is not covered within the scope of the Hardware and Software Maintenance. To handle these requirements Contractor will provide District with additional technical consultants to work on District specified maintenance activity, either on-site or remotely.
2. Contractor will provide District with additional technical personnel for On-Demand Maintenance, on a Time and Materials basis paid at the hourly rates identified in Exhibit B. These services shall be funded through the annual Contingency Budget identified in Section 8, Projected Payment Schedule.

#### **Classifications of Contractor's Technical Personnel**

- (a) Senior Computer Analyst
- (b) Senior Engineer

- (c) Database Administrator
  - (d) Principal Computer Analyst
  - (e) Project Manager
3. Each Calendar Year the District will establish a Work Authorization (see Section 9) which contains two (2) key elements: the Contingency Fund number and the "Not to Exceed" dollar threshold for that Work Order.
  4. Under no circumstances is Contractor to commence working without District's approval of Work Authorization.
  5. Contractor will provide an accounting of all charges, including travel fees, to District each month if On-Demand Maintenance has been utilized by District for that month. Contractor will track the declining balance of the "Not to Exceed" dollar amount and include in Contractor's monthly invoices. Refer to Section 6 – Payment Rates and Schedule for invoicing requirements.

## **SECTION 4**

### **ON-DEMAND MODIFICATIONS AND ENHANCEMENTS - FIXED PRICE**

1. District may require modifications and or enhancements to applications software supplied under this Contract. If enhancements or modifications are requested by the District:
  - (a) District shall describe requested work and present via a Work Authorization (see Section 9). Each Work Authorization shall include a detailed description or scope of work each time the District requires modifications or enhancements.
  - (b) Contractor shall provide via the Work Authorization, a fixed price technical proposal which shall include the following:
    - The Contractor's understanding of the modification and or enhancement, a proposal which provides a detailed work plan, proposed delivery, schedule and any special assumptions that were made in the development of such plans and schedules.
  - (c) Upon District's approval and issuance of Work Authorization number, the Contractor shall commence work. Under no circumstances is Contractor to commence working without District's approval of Work Authorization.
2. Refer to Section 6 – Payment Rates and Schedule for invoicing requirements.

## **SECTION 5**

### **RECORDS SYSTEM SOFTWARE MAINTENANCE**

1. Maintenance of the District's Records Systems software will be provided by Contractor's Customer Service Group (CSG) on a Time and Materials basis. These Records Systems are the legacy applications custom developed by the Contractor for the District and include the following: Electronic Timekeeping System, Training and Certification Tracking System and the Non-Incident Related Activities/Reporting System.
2. District shall describe requested work and present via a Work Authorization (see Section 9). Each Work Authorization shall include a detailed description or scope of work each time the District's Records System(s) require maintenance.
3. Contractor shall provide via the Work Authorization, a Time and Materials quote with a technical proposal which shall include the following:
  - (a) The Contractor's understanding of District's scope of work, a proposal which provides a detailed work plan, proposed delivery schedule and any special assumptions that were made in the development of such plans and schedules.
4. Upon District's approval and issuance of Work Authorization number, the Contractor shall commence work. Under no circumstances is Contractor to commence working without District's approval of Work Authorization.
5. District Records System Support Services
  - (a) Contractor shall make good faith efforts to give maintenance of the District Records System Software a priority equal to their standard maintenance contract. A four (4) hour minimum at the rates specified for the Contractor's technical personnel classification (Exhibit B Pricing Sheet) is applicable for all Time and Materials work. Time and Materials is calculated on a portal to portal basis.

## **SECTION 6**

### **PAYMENT RATES AND SCHEDULE**

#### **A. Types of Payment Rates**

1. There are three types of payment rates contained in this Contract. The payment rates are: a) quarterly rates for Hardware and Software Maintenance; b) Hourly rates for On-Demand CAD and Records System Maintenance; and c) Fixed Price rates for On-Demand Modifications and Enhancements.

2. The District shall reimburse Contractor for Travel expenses on an as-needed basis, and only with the District Project Manager's prior authorization. Contractor shall provide valid receipts and support documentation to the District for each qualifying reimbursable travel expense. The District will not reimburse Contractor for upgraded travel expenses. The District's Project Manager shall review and approve all travel expense invoices, receipts and support documentation prior to Contractor reimbursement. Reimbursable expenses shall include:
  - Airfare
  - Transportation to and from airport, hotel, and District Headquarters.
  - Parking
  - Per Diem Meals
  - Hotel/Lodging

All reimbursable travel expenses shall be consistent with the U.S. General Services Administration's (GSA) prevailing travel rates. <https://www.gsa.gov/travel-resources>

3. Upon receipt of a properly completed invoice, District shall pay Contractor in accordance with the following:
  - (a) All payments made under this Contract shall not exceed budgeted rates reflected on Section 8 – Projected Payment Schedule. Section 8 reflects the maximum payment allowable should the maximum adjustments be approved for specific maintenance and support during the term of this Contract.

## **B. Payment Schedule for Hardware and Software Maintenance**

1. Contractor shall invoice District quarterly after last day of March, June, September and December. Each invoice shall be equal to one quarter of the total yearly charges for ITEM A, ITEM B and ITEM C, as specified in Section 8.
2. Those Items include the following:
  - (a) ITEM A, equipment on Hewlett Packard Maintenance or other approved subcontractors.
  - (b) ITEM B, Software on Northrop Grumman Systems Corporation Maintenance.
  - (c) ITEM C, Power Distribution on Maintenance.

### **C. Annual Price Adjustment for Hardware and Software Covered Items**

1. Due to the highly complex and technical environment required to support District's emergency dispatching and operating environments and due to the automation industry's constantly evolving technology environment, maintenance of older systems becomes more costly each year. Additionally, hardware component availability and requirements to maintain a knowledge base of the legacy equipment and systems contribute to escalating costs.
2. The Contractor will provide the cost of the hardware and software maintenance services with the submission of this Contract for the five (5) year term. The contractor shall review and update the lists in Section 2, and submit to the District for review and acceptance.
3. If there is a need to adjust the Section 2 lists due to a purchase of new hardware and/or software or removal of legacy hardware and/or software, Contractor shall revise the list and provide an updated copy to the District within 30 days of installation of the hardware and/or software. Contractor shall update Section 8 when changes occur to the payment amount due.
4. Proposed amended rates will be subject to written approval of the Fire Chief or his designee.
5. The District reserves the right to permit the rates that are effective during the term of this Contract to apply during any extension.

### **D. On-Demand CAD and Records System Maintenance - Hourly Rates**

1. Invoicing by Contractor will be monthly, if applicable, for all hourly On-Demand CAD Maintenance and Record Systems Maintenance provided during that month.
2. Definition of Rate Periods:
  - a. The Principal Period of Maintenance will be Monday through Friday, 8:00 A.M. to 5:30 P.M. Pacific Standard Time for Time and Materials support.
  - b. The hourly rate for the non-Principal Period, Monday through Friday after 5:30 P.M. will be at a higher rate. The Holiday rate will be the highest rate for Time and Materials support. (See Exhibit B).

### **E. On-Demand Modifications and Enhancements Fixed Price Payment Schedule**

1. Contractor will invoice and District will pay the approved amount in accordance with the following Fixed Priced Software Modification Payment Schedule.

<b>Fixed Price Software Modification Payment Schedule</b>		
	<b>Percentage</b>	<b>Due</b>
1 <sup>st</sup> Payment	25% of Not to Exceed Cost	Upon District's Approval of Work Authorization
2 <sup>nd</sup> Payment	35% of Not to Exceed Cost	Upon Installation on Test System
3 <sup>rd</sup> Payment	15% of Not to Exceed Cost	Upon District's Acceptance of Installation or 15 business days after Installation.
4 <sup>th</sup> Payment	25% of Not to Exceed Cost	Upon District's Acceptance of the final product or beneficial use for a period of 15 business days.

## **SECTION 7**

### **RESPONSE TIME REQUIREMENTS**

#### **A. Hardware and Operating System Software Maintenance**

1. The Hardware and Operating System Software listed in Section 2, ITEM A, will be maintained by Hewlett Packard Corporation under the terms of a standard Hewlett Packard maintenance Contract. The standard level of support purchased will provide for service on a 5 x 9 schedule (Monday - Friday, 8 A.M. to 5 P.M. Pacific Standard Time) with a four (4) hour response time.
2. For specified Hardware items listed in Section 2, ITEM A, an elevated level of support will be purchased to provide for service on a 7 x 24 schedule (7 days a week, 24 hours a day) with a four (4) hour response time. The items supported at the elevated service level will be purposefully selected to ensure that District will always have at least one fully operational CAD system, or support personnel on-site working around the clock to repair failed components.

#### **B. CAD Software Maintenance**

1. Section 2, ITEM B, Software will be maintained by Contractor. Trifox and Oracle maintenance will be maintained by Contractor's Customer Service Group. Basic software service for Priority Level 3 and Priority Level 4 problems shall be provided within mutually agreeable timeframes on a 5 x 12 schedule (Mon-Fri,

5:30 am to 5:30pm). Emergency service for Priority Level 1 and Priority Level 2 problems, as described in Section 1 – G of this Statement of Work will be provided 24 hours a day, 7 days a week. For Priority Level 1 problems the Contractor will work to restore computer system operations 24 hours a day until the System is restored to operational status. For Priority Level 2 problems, Contractor shall work continuously during business hours, Monday thru Friday, 8:00 a.m. to 5:00 p.m., Pacific Standard Time, until resolved.

### **C. Other Hardware Maintenance**

1. Service for Section 2, ITEM A Equipment, the Power Distribution System, and ITEM B, Miscellaneous Equipment, will be provided on a 5 x 9 schedule (Monday thru Friday, 8am to 5pm) with a 4-hour response time.

## SECTION 8 – PROJECTED PAYMENT SCHEDULE YEARLY SUMMARY CY 2020 - 2024

PROJECTED EXPENDITURES – MAXIMUM INCREASES:						
	Period 1	Period 2	Period 3	Period 4	Period 5	
SECTION	01/01/2020 - 12/31/2020	01/01/2021 - 12/31/2021	01/01/2022 - 12/31/2022	01/01/2023 - 12/31/2023	01/01/2024 - 12/31/2024	CONTRACT TOTALS
<b>ITEM A EQUIPMENT ON HPE/CURVATURE</b>						
* Alpha System Hardware	\$24,229	\$25,428	\$26,700	\$28,034	\$29,437	<b>\$133,828</b>
* DR CAD Integrity System	\$7,675	\$8,052	\$8,455	\$8,878	\$9,321	<b>\$42,381</b>
* Primary CAD Integrity System	\$21,508	\$22,576	\$23,704	\$24,890	\$26,134	<b>\$118,812</b>
<b>TOTAL ITEM A Maintenance</b>	<b>\$53,412</b>	<b>\$56,056</b>	<b>\$58,859</b>	<b>\$61,802</b>	<b>\$64,892</b>	<b>\$295,021</b>
<b>ITEM B SOFTWARE MAINTENANCE</b>						
CAD/Oracle/Trifox Software (No RMS)	\$132,718	\$139,307	\$146,272	\$153,586	\$161,265	<b>\$733,148</b>
NFIRS Database Administration Services	\$96,171	\$100,979	\$106,028	\$111,330	\$116,896	<b>\$531,404</b>
<b>TOTAL ITEM B Maintenance</b>	<b>\$228,889</b>	<b>\$240,286</b>	<b>\$252,300</b>	<b>\$264,916</b>	<b>\$278,161</b>	<b>\$1,264,552</b>
<b>ITEM C POWER DISTRIBUTION ON MAINTENANCE</b>						
<i>Power Distribution System</i>	<b>\$9,446</b>	<b>\$9,908</b>	<b>\$10,404</b>	<b>\$10,924</b>	<b>\$11,470</b>	<b>\$52,152</b>
<b>PROJECTED EXPENDITURES</b>	<b>\$291,747</b>	<b>\$306,250</b>	<b>\$321,563</b>	<b>\$337,642</b>	<b>\$354,523</b>	<b>\$1,611,725</b>
<b>UNANTICIPATED/ON-DEMAND Maintenance</b>	<b>\$400,000</b>	<b>\$400,000</b>	<b>\$400,000</b>	<b>\$400,000</b>	<b>\$400,000</b>	<b>\$2,000,000</b>
<b>MAXIMUM ANNUAL EXPENDITURE:</b>	<b>\$691,747</b>	<b>\$706,250</b>	<b>\$721,563</b>	<b>\$737,642</b>	<b>\$754,523</b>	<b>\$3,611,725</b>





## **SECTION 10**

### **ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS**

All changes must be made in accordance with sub-paragraph 8.1 Amendments of the Contract.

## **SECTION 11 - INTENTIONALLY OMITTED**

## **SECTION 12**

### **QUALITY ASSURANCE PLAN**

The District will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.15, District's Quality Assurance Plan.

#### **12.1 Quarterly Meetings**

Contractor is required to participate in scheduled quarterly conference call meeting at a mutually agreeable date and time with the District.

#### **12.2 Contract Discrepancy Report**

Verbal notification of a Contract discrepancy will be made to the District Contract Project Manager as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the District and the Contractor.

The District Project Manager will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the District Project Manager within two (2) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the District Project Manager within two (2) workdays from acknowledgement.

#### **12.3 District Observations**

In addition to departmental contracting staff, other District personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

## **SECTION 13**

### **RESPONSIBILITIES**

The District's and the Contractor's responsibilities are as follows:

#### **DISTRICT**

##### **13.1 Personnel**

The District will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract - District. Specific duties will include:

- 13.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 13.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 13.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1, Amendments.

#### **CONTRACTOR**

##### **13.2 Contractor Project Manager**

- 13.2.1 Contractor shall provide a full-time Project Manager or designated alternate. The District must have access to the Project Manager during all hours, 365 days per year. Contractor shall provide a telephone number where the Project Manager may be reached on an eight (8) hour per day basis.
- 13.2.2 Project Manager shall act as a central point of contact with the District.
- 13.2.3 Project Manager shall have five (5) years of experience with Northrop Grumman Systems Corporation.
- 13.2.4 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

##### **13.3 Contractor Personnel**

- 13.3.1 Contractor shall assign a sufficient number of employees to perform the required work.

13.3.2 Contractor shall be required to background check their employees as set forth in sub-Paragraph 7.4 – Background & Security Investigations, of the Contract.

13.3.3 Contractor shall ensure their employees are appropriately identified as set forth in sub-paragraph 7.3 – Contractor’s Staff Identification, of the Contract.

#### 13.4 **Materials and Equipment**

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

#### 13.5 **Training**

13.5.1 Contractor shall provide, upon request by District, a quote for training.

13.5.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All employees must wear safety and protective gear according to OSHA standards.

#### 13.6 **Contractor’s Office**

Contractor shall maintain an office with a telephone in the company’s name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, (Excluding holidays) by at least one employee who can respond to inquiries and complaints which may be received about the Contractor’s performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within four (4) hours of receipt of the call.**

## **SECTION 14**

### **UNSCHEDULED WORK**

14.1 The District Project Manager or his designee may authorize the Contractor to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence; or to add to, modify or refurbish existing facilities.

14.2 Prior to performing any unscheduled work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. If

the unscheduled work exceeds the Contractor's estimate, the District Project Director or his designee must approve the excess cost. In any case, no unscheduled work shall commence without written authorization.

- 14.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor shall contact District Project Director for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. Contractor shall submit an invoice to District Project Director within five (5) working days after completion of the work.
- 14.4 All unscheduled work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the time allotted.
- 14.5 The District reserves the right to perform unscheduled work itself or assign the work to another Contractor.

## **SECTION 15**

### **GREEN INITIATIVES**

- 15.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 15.2 Contractor shall notify District Project Manager of Contractor's new green initiatives prior to the contract commencement.

## **SECTION 16**

### **PERFORMANCE REQUIREMENTS SUMMARY**

A Performance Requirements Summary (PRS) chart, listing required services that will be monitored by the District during the term of this Contract is an important monitoring tool for the District. The chart should:

- reference section of the contract
- list required services
- indicate method of monitoring
- indicate the deductions/fees to be assessed for each service that is not satisfactory

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in

this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

REQUIRED FORMS - EXHIBIT 15

Consolidated Fire Protection District of Los Angeles County (District)  
CAD MASTER MAINTENANCE CONTRACT

PRICING SHEET

Business Name Northrop Grumman Systems Corporation  
 Address 7575 Colshire Drive  
 City McLean State VA Zip 22102  
 Contact Name John Kouri  
 Phone # 703-556-1351 Fax # \_\_\_\_\_  
 24-Hour Contact Yes Toll Free # 800-421-7773  
 Business Days & Hours Monday – Friday 8:30 – 5:30

WEBVEN Vendor # (REQUIRED): 15396401  
 REGISTER AT: [http://lacounty.info/doing\\_business/main\\_db.htm](http://lacounty.info/doing_business/main_db.htm)

**Time and Materials rates**

<u>Positions:</u>	<u>Per Hour Labor Rate:</u>
<u>Senior Computer Analyst</u>	<u>\$201.40/hr</u>
<u>Senior Engineer</u>	<u>\$192.42/hr</u>
<u>Database Administrator</u>	<u>\$269.38/hr</u>
<u>Principal Computer Analyst</u>	<u>\$257.84/hr</u>
<u>Project Manager</u>	<u>\$256.56/hr</u>
<u>Additional costs:</u>	<u>Attach following sheet.</u>

**Note:** Your pricing shall also be reflected on your invoice.

**Mileage** for all off site locations will be reimbursed based on County of Los Angeles base rate. Mileage should be identified as a separate line item. Please call Financial Management Division at (323) 838-2232 at the beginning of the Fiscal Year (July) to obtain the new mileage base rate.

John Kouri  
 Print Name \_\_\_\_\_ Signature John Kouri

Contracts Manager  
 Title (must be corporate office, partner, or sole proprietor) \_\_\_\_\_ Date 9/15/2019

**PROJECTED PAYMENT SCHEDULE YEARLY SUMMARY CY 2020 - 2024**

<b>PROJECTED EXPENDITURES WITH MAXIMUM INCREASES:</b>						
	<b>Period 1</b>	<b>Period 2</b>	<b>Period 3</b>	<b>Period 4</b>	<b>Period 5</b>	
	<b>1/1/2020</b>	<b>1/1/2021</b>	<b>1/1/2022</b>	<b>1/1/2023</b>	<b>1/1/2024</b>	<b>CONTRACT</b>
<b>SECTION</b>	<b>12/31/2020</b>	<b>12/31/2021</b>	<b>12/31/2022</b>	<b>12/31/2023</b>	<b>12/31/2024</b>	<b>TOTALS</b>
<b>ITEM A EQUIPMENT ON HPE/CURVATURE MAINTENANCE</b>						
* Alpha System Hardware	\$24,229	\$25,428	\$26,700	\$28,034	\$29,437	\$133,828
* DR CAD Integrity System	\$7,675	\$8,052	\$8,455	\$8,878	\$9,321	\$42,381
* Primary CAD Integrity System	\$21,508	\$22,576	\$23,704	\$24,890	\$26,134	\$118,812
<b>TOTAL ITEM A Maintenance</b>	<b>\$53,412</b>	<b>\$56,056</b>	<b>\$58,859</b>	<b>\$61,802</b>	<b>\$64,892</b>	<b>\$295,021</b>
<b>ITEM B SOFTWARE MAINTENANCE</b>						
CAD/Oracle/Trifox Software (No RMS)	\$132,718	\$139,307	\$146,272	\$153,586	\$161,265	\$733,148
NFIRS Database Administration Services	\$96,171	\$100,979	\$106,028	\$111,330	\$116,896	\$531,404
<b>TOTAL ITEM B Maintenance</b>	<b>\$228,889</b>	<b>\$240,286</b>	<b>\$252,300</b>	<b>\$264,916</b>	<b>\$278,161</b>	<b>\$1,264,552</b>
<b>ITEM C POWER DISTRIBUTION ON MAINTENANCE</b>						
Power Distribution System	\$9,446	\$9,908	\$10,404	\$10,924	\$11,470	\$52,152
<b>PROJECTED EXPENDITURES</b>	<b>\$291,747</b>	<b>\$306,250</b>	<b>\$321,563</b>	<b>\$337,642</b>	<b>\$354,523</b>	<b>\$1,611,725</b>
<b>UNANTICIPATED/ON-DEMAND Maintenance</b>	<b>\$400,000</b>	<b>\$400,000</b>	<b>\$400,000</b>	<b>\$400,000</b>	<b>\$400,000</b>	<b>\$2,000,000</b>
<b>MAXIMUM ANNUAL EXPENDITURE:</b>						
<b>TOTAL</b>	<b>\$691,747</b>	<b>\$706,250</b>	<b>\$721,563</b>	<b>\$737,642</b>	<b>\$754,523</b>	<b>\$3,611,725</b>



**CONTRACTOR'S EEO CERTIFICATION**

Northrop Grumman Systems Corporation  
 Contractor Name  
 7575 Colshire Drive, McLean, VA 22102  
 Address  
 95-1055798  
 Internal Revenue Service Employer Identification Number

**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**CONTRACTOR'S SPECIFIC CERTIFICATIONS**

1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. Yes  No
2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. Yes  No
3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. Yes  No
4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. Yes  No

John Kouri, Contracts Manager  
 Authorized Official's Printed Name and Title

*John Kouri*  
 Authorized Official's Signature

8/19/2019  
 Date

**DISTRICT'S ADMINISTRATION**

CONTRACT NO. FR10534

**DISTRICT PROJECT DIRECTOR:**

Name: Robert Sawyer  
Title: Chief Information Officer  
Address: 5847 Rickenbacker Road  
Commerce, CA 90040  
Telephone: (323) 890-4177 Facsimile: \_\_\_\_\_  
E-Mail Address: Robert.Sawyer@fire.lacounty.gov

**DISTRICT PROJECT MANAGER:**

Name: Tony Sereno  
Title: Information Technology Manager I  
Address: 5847 Rickenbacker Road  
Commerce, CA 90040  
Telephone: (323) 890-4329 Facsimile: \_\_\_\_\_  
E-Mail Address: Tony.Sereno@fire.lacounty.gov

**DISTRICT CONTRACT ADMINISTRATOR:**

Name: Carlos Santiago  
Title: Administrative Services Manager II  
Address: 5801 Eastern Avenue  
Commerce, CA 90040  
Telephone: (323) 838-2365 Facsimile: \_\_\_\_\_  
E-Mail Address: Carlos.Santiago@fire.lacounty.gov

**CONTRACTOR'S ADMINISTRATION****CONTRACTOR'S NAME:** Northrop Grumman Systems Corporation**CONTRACT NO:** FR10534**CONTRACTOR'S PROJECT MANAGER:** Scott K. JohnsonName: Scott JohnsonTitle: Project ManagerAddress: 1901 Harrison Street, Suite 1620Oakland, CA 94612Telephone: (510) 208-9125Facsimile: (510) 208-9110E-Mail Address: scott.johnson@ngc.com**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**Name: John KouriTitle: Contracts ManagerAddress: 7575 Colshire DriveMcLean, Va 22102Telephone: (703) 556-1351Facsimile: (844) 603-2278E-Mail Address: john.kouri@ngc.comName: Sue JunTitle: Contracts AdministratorAddress: 7575 Colshire Drive, McLean, VA 22102Telephone: (703) 556-1330Facsimile: (844) 603-2278E-Mail Address: sue.jun@ngc.com**Notices to Contractor shall be sent to the following:**Name: John KouriTitle: Contracts ManagerAddress: 7575 Colshire DriveMcLean, VA 22102Telephone: (703) 556-1351Facsimile: (844) 603-2278E-Mail Address: john.kouri@ngc.com

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

(Note: This certification is to be executed and returned to District with Contractor's executed Contract. Work cannot begin on the Contract until District receives this executed document.)

CONTRACTOR NAME Northrop Grumman Systems Corporation Contract No. FR10534

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the District to provide certain services to the District. The District requires the Corporation to sign this Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the District. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the District. The District has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in District work, the District must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the District.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the District. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to District's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the District, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

Page 2 of 2

original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or District employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other District vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

COPYRIGHT ASSIGNMENT AGREEMENT

Contractor and Contractor's Staff agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by Contractor and Contractor's Staff in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the District. In this connection, Contractor and Contractor's Staff hereby assign and transfer to the District in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the District, Contractor and Contractor's Staff agree to promptly execute and deliver to District all papers, instruments, and other documents requested by the District, and to promptly perform all other acts requested by the District to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The District shall have the right to register all copyrights in the name of the District and shall have the right to assign, license, or otherwise transfer any and all of the District's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject them to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: John KouriDATE: 8 / 19 / 2019PRINTED NAME: John KouriPOSITION: Contracts Manager

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

(Note: This certification is to be executed and returned to District with Contractor's executed Contract. Work cannot begin on the Contract until District receives this executed document.)

CONTRACTOR NAME Northrop Grumman Systems Corporation Contract No. FR10534

GENERAL INFORMATION:

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Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

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Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the District. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to District's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the District, design concepts, algorithms, programs, formats, documentation, Contractor proprietary

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or District employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other District vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

COPYRIGHT ASSIGNMENT AGREEMENT

Contractor and Contractor's Staff agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by Contractor and Contractor's Staff in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the District. In this connection, Contractor and Contractor's Staff hereby assign and transfer to the District in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the District, Contractor and Contractor's Staff agree to promptly execute and deliver to District all papers, instruments, and other documents requested by the District, and to promptly perform all other acts requested by the District to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The District shall have the right to register all copyrights in the name of the District and shall have the right to assign, license, or otherwise transfer any and all of the District's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject them to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE:  DATE: 5/21/2019

PRINTED NAME: John Kouri

POSITION: Contracts Manager

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.



Title 2 ADMINISTRATION  
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CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002; Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002; Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the District that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the Fire Chief or his designee responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

**SAFELY SURRENDERED BABY LAW**

# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-8723

[www.babySAFE.org](http://www.babySAFE.org)



In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

*Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.*

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Angeles*

**Sin pena. Sin culpa. Sin nombres.**

**En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723**

[www.babysafela.org](http://www.babysafela.org)



En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafeia.org

# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

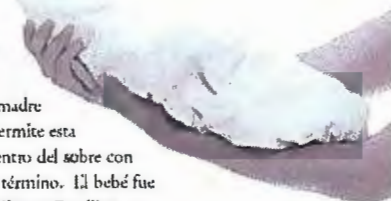
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



## SOLE SOURCE CHECKLIST

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

- New Sole Source Contract
- Sole Source Amendment to Existing Contract

Date Existing Contract First Approved: \_\_\_\_\_

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

*Rene' Phillips*

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

10/10/2024

\_\_\_\_\_  
Date



### **Peraton Sole Source Justification**

As part of the maintenance agreement, Peraton routinely provides ongoing changes to the 9-1-1 Computer Aided Dispatch (CAD) system at the request of the Department. Peraton is the sole entity that can provide these services, no other vendor or Department employee is able to perform this work.

The CAD system is licensed to the Department and its use and access to the software is governed by the confidentiality terms of our agreement with Peraton. Accordingly, no other entities are allowed access Peraton software to perform modifications without our written permission.

Sole Source letter from Peraton attached.



12975 Worldgate Drive, Ste. 7322  
Herndon, VA 20170-6008

October 10, 2024

Ms. Pudji Aliwarga  
County of Los Angeles  
Fire Department  
1320 North Eastern Avenue  
Los Angeles, CA 90063-3294

Subject: Sole Source Information

Ms. Aliwarga,

Peraton Inc. is the sole entity that can provide maintenance support to Los Angeles County's Computer Aided Dispatch (CAD) system. It is licensed to your agency for its use and access to the software is governed by the confidentiality terms of our Agreement.

Peraton sincerely appreciates the opportunity to respond to the needs of Los Angeles County Fire Department. If you have any questions or comments, please feel free to call me at (865) 712-7826.

Sincerely,

A handwritten signature in blue ink that reads "Cynthia Williams".

Cynthia Williams  
Contracts Administrator

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**\*\* NOTICE OF PROPRIETARY INFORMATION \*\***

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