



# Board of Supervisors Operations Cluster Agenda Review Meeting

**DATE:** January 29, 2025

**TIME:** 2:00 p.m. – 4:00 p.m.

**MEETING CHAIR:** Michelle Vega, 5<sup>th</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. BOARD MOTION ITEM(S):**

None.

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

- A) Board Letter:  
COUNTYWIDE CLASSIFICATION/COMPENSATION ACTIONS  
CEO/CLASS – Jennifer Revuelta, Principal Analyst
  
- B) Board Letter:  
APPROVAL OF CONTRACT FOR COUNTYWIDE RECRUITMENT  
MARKETING CAMPAIGN SERVICES  
DHR – Johan Julin, Assistant Director
  
- C) Board Letter:  
TEN-YEAR THREE-MONTH LEASE  
DEPARTMENT OF PUBLIC WORKS, FIRE DEPARTMENT, DEPARTMENT OF  
REGIONAL PLANNING, AND DEPARTMENT OF PUBLIC HEALTH  
27001 AGOURA ROAD, CALABASAS  
CEO-RE – Alexandra Nguyen-Rivera, Section Chief, Leasing
  
- D) Board Letter:  
AMENDMENT NO. 2 TO LEASE NO. 71917  
AND EXERCISE OPTION TO PURCHASE  
DEPARTMENT OF PUBLIC SOCIAL SERVICES  
4680 SAN FERNANDO ROAD, GLENDALE  
CEO-RE – Helena Dedic, Manager
  
- E) Board Letter:  
CONSTRUCTION CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
RANCHO LOS AMIGOS SOUTH CAMPUS  
COUNTY OFFICE BUILDING PROJECT  
APPROVE CAPITAL PROJECT BUDGET AND  
APPROPRIATION ADJUSTMENT  
AMEND DESIGN-BUILD CONTRACT  
AWARD CONSULTANT SERVICES AGREEMENT  
CAPITAL PROJECT NO. 67959  
FISCAL YEAR 2024-25  
DPW/CEO-CP – Vincent Yu, Deputy Director

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

None.

**6. ADJOURNMENT**

**UPCOMING ITEM(S):**

- A) ISD/CEO-CP - INTERNAL SERVICES DEPARTMENT  
ROLLING HILLS COMMUNICATION TOWER DEMOLITION  
CATEGORICAL EXEMPTION  
ESTABLISH AND APPROVE CAPITAL PROJECT NO. 8A089  
APPROVE PROJECT BUDGET AND APPROPRIATION ADJUSTMENT  
AUTHORIZE USE OF JOB ORDER CONTRACT  
FY 2024-25
  
- B) CEO/RE - AMENDMENTS TO JOINT OCCUPANCY AGREEMENTS FOR  
EDMUND D. EDELMAN'S CHILDREN'S COURTHOUSE, LOS PADRINOS  
JUVENILE COURTHOUSE, AND MALIBU COURTHOUSE AND TRANSFER  
AGREEMENT FOR PADRINOS JUVENILE COURTHOUSE

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>	1/29/2025	
<b>BOARD MEETING DATE</b>	2/18/2025	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	CHIEF EXECUTIVE OFFICE	
<b>SUBJECT</b>	COUNTYWIDE CLASSIFICATION/COMPENSATION ACTIONS	
<b>PROGRAM</b>		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No - Not Applicable	
<b>DEADLINES/ TIME CONSTRAINTS</b>		
<b>COST &amp; FUNDING</b>	Total cost: \$1,714,000 (all funds) \$477,000 (NCC)	The estimated annual cost for the LACERA salary changes is \$44,000. This could potentially result in future costs to the County in the form of increased employer contribution.
	TERMS (if applicable):	
	Explanation:	
<b>PURPOSE OF REQUEST</b>		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<ul style="list-style-type: none"> <li>• Add two (2) new unclassified classifications for the Departments of Board of Supervisors and Parks and Recreation;</li> <li>• Change the titles and salaries of three (3) represented classifications for Los Angeles County Employees Retirement Association (LACERA);</li> <li>• Delete seven (7) represented classifications and three (3) non-represented classifications; and</li> <li>• Reclassify 91 positions in the Departments of Agricultural Commissioner/Weights and Measures, Consumer and Business Affairs, County Counsel, Health Services, Justice, Care and Opportunities, Public Social Services, Public Works, and Registrar-Recorder/County Clerk.</li> </ul>	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Jennifer Revuelta, Principal Analyst, (213) 974-1783, <a href="mailto:jrevuelta@ceo.lacounty.gov">jrevuelta@ceo.lacounty.gov</a>	



## **CEO February 18, 2025 General Reclass Board Letter Summary**

### CEO Classification/Compensation Contact Information:

Ann Havens, Senior Manager, (213) 974-9960, [AHavens@ceo.lacounty.gov](mailto:AHavens@ceo.lacounty.gov)

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

This Board Letter includes:

1. Add two (2) new unclassified classifications for the Departments of Board of Supervisors and Parks and Recreation;
2. Change the titles and salaries of three (3) represented classifications for Los Angeles County Employees Retirement Association (LACERA);
3. Delete seven (7) represented classifications and three (3) non-represented classifications; and
4. Reclassify 91 positions in the Departments of Agricultural Commissioner/Weights and Measures, Consumer and Business Affairs, County Counsel, Health Services, Justice, Care and Opportunities, Public Social Services, Public Works, and Registrar-Recorder/County Clerk.



**Chief  
Executive  
Office.**

**COUNTY OF LOS ANGELES**

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

**CHIEF EXECUTIVE OFFICER**

Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

February 18, 2025

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

Dear Supervisors:

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

**SUBJECT**

This letter and accompanying ordinance will update the tables of positions and the departmental staffing provisions by adding two (2) new unclassified classifications; changing the titles and salaries of three (3) represented classifications; deleting seven (7) represented classifications and three (3) non-represented classifications; and reclassifying 91 positions in various County departments.

**IT IS RECOMMENDED THAT THE BOARD:**

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

1. Add two (2) new unclassified classifications for the Departments of Board of Supervisors and Parks and Recreation;
2. Change the titles and salaries of three (3) represented classifications for Los Angeles County Employees Retirement Association (LACERA);
3. Delete seven (7) represented classifications and three (3) non-represented classifications; and
4. Reclassify 91 positions in the Departments of Agricultural Commissioner/Weights and Measures, Consumer and Business Affairs, County Counsel, Health Services, Justice, Care and Opportunities, Public Social Services, Public Works, and Registrar-Recorder/County Clerk.

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

The Board of Supervisors (Board) has requested submission of classification and compensation letters on a periodic basis throughout the year to implement recommended actions in a timely manner. Approval will provide the ordinance authority for County departments to implement the classification and compensation changes in this letter.

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

### **New Employee Classifications**

On September 15, 2021, the Board unanimously approved a motion calling for the convening of a Countywide Prevention Services Task Force (Task Force). The Task Force presented its findings and subsequently on July 25, 2023, the Board directed the Executive Officer of the Board, in consultation with County Counsel, to direct the Chief Executive Officer (CEO) to hire an Executive Director. As a result, we are recommending the establishment of the Executive Director, Prevention and Promotion Systems Governing Committee (Unclassified) (Item No. 1068) in the County Classification Plan (Attachment A). The unclassified position is being established in the Executive Office, Board of Supervisors to provide specialized executive management and technical support to carry out the Committee's functions to oversee the coordination and collaboration of prevention and promotion services Countywide. This position will be responsible for directing support staff in all administrative matters of the Committee and leading a centralized leadership structure to streamline, align, and proliferate equitable prevention programming across departments.

We are recommending the establishment of the Executive Officer, Arboretum (Unclassified) (Item No. 0302) to the Department of Parks and Recreation (Attachment A). The one position assigned to this classification will report directly to the Director of Parks and Recreation and will have executive management oversight of the Los Angeles County Arboretum and Botanical Gardens. The position will collaborate and partner with the Los Angeles Arboretum Foundation and the Department of Parks and Recreation,

oversee operations through subordinate managers, direct and plan multi-year budgets, and develop, implement, and monitor strategic goals and priorities.

### Title Changes and Salary Adjustments

LACERA is requesting to revise the titles and salaries for the classifications of Disability Retirement Support Specialist I, LACERA, Document Processing Assistant, LACERA, and Document Processing Coordinator, LACERA. Subsequently, LACERA submitted the proposed requests to the CEO Classification and Compensation Division for analysis and review.

After a review of the proposed salaries and title changes, we are recommending a salary range adjustment for the represented classifications (Attachment A). We determined two of the subject classifications needed to be reallocated to higher ranges and one to a lower range based on recruitment and retention issues, internal alignment, and a survey of market comparable positions in the public and private sectors. In addition, we are recommending the title changes for the represented classifications of Disability Retirement Support Specialist I, LACERA (Item No. 0790) to Disability Retirement Support Specialist, LACERA; Document Processing Assistant, LACERA (Item No. 0471) to Document Processing Specialist, LACERA; and Document Processing Coordinator, LACERA (Item No. 0472) to Document Processing Supervisor, LACERA. The title and salary changes have been approved by the Employee Relations Commission (ERCOM).

### Deleted Classifications

In conjunction with our continuing goal of reducing classifications, we are recommending the deletion of seven (7) represented classifications and three (3) non-represented classifications from the Classification Plan (Attachment A). The positions are vacant and the represented classifications have been approved for deletion by ERCOM and the affected departments have been informed and concur with this action. This recommendation is consistent with the County's strategy to reduce the number of obsolete classifications.



### Reclassifications

There are 91 positions in eight (8) departments that are being recommended for reclassification (Attachment B). The duties and responsibilities assigned to these positions have changed since the original allocations were made. Therefore, the subject positions would be more appropriately allocated in the recommended classes.

### Implementation of Strategic Plan Goals

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

### FISCAL IMPACT/FINANCING

The estimated annual cost for the LACERA salary changes is \$44,000. This could potentially result in future costs to the County in the form of increased employer contribution.

The total cost resulting from the recommended reclassifications is \$1,714,000 and the net County cost portion is \$477,000. Cost increases associated with upward reclassification actions will be absorbed within the Adopted Budget for each affected department. No additional funding is required.

### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

California Government Code Sections 31522.1, 31522.2 and 31522.4, County Employees Retirement Law of 1937 (CERL), states that retirement system employees are County employees who are to be included in the salary ordinance adopted by the Board. Further, the Constitution and our County Charter provides the Board with the authority to create classifications and set the compensation of County employees.

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

The Honorable Board of Supervisors  
2/18/2025  
Page 5

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

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

Respectfully submitted,

FESIA A. DAVENPORT  
Chief Executive Officer

FAD:JMN  
AYH:JR:AS:va

Enclosures

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

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**CLASSIFICATION PLAN CHANGES**

**ATTACHMENT A**

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

Proposed Savings/ Cafeteria Benefit Plan	Item No.	Title	Recommended Salary Schedule and Level	
			N23	R14
Savings/ Megaflex	1068	Executive Director, Prevention and Promotion Systems Governing Committee (UC)	N23	R14
Savings/ Megaflex	0302	Executive Officer, Arboretum (UC)	N23	R10

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

Item No.	Current Title	Current Salary Schedule and Level		Recommended Title Change	Recommended Salary Schedule and Level	
		NMO	97D		NMO	96A
0790	Disability Retirement Support Specialist I, LACERA	NMO	97D	Disability Retirement Support Specialist, LACERA	NMO	96A
0471	Document Processing Assistant, LACERA	NMO	84C	Document Processing Specialist, LACERA	NMO	85A
0472	Document Processing Coordinator, LACERA	NMO	87C	Document Processing Supervisor, LACERA	NMO	90B

## CLASSIFICATION PLAN CHANGES

### ATTACHMENT A

#### REPRESENTED CLASSIFICATIONS RECOMMENDED FOR DELETION FROM THE CLASSIFICATION PLAN

Item No.	Title
5531	Consulting Pharmacologist
0791	Disability Retirement Support Specialist II, LACERA
6552	Elevator Operator
2674	Senior Data Conversion Equipment Operator
7068	Senior Photocopy Machine Operator
7133	Video Production Assistant
7139	Video Production Technician

#### NON-REPRESENTED CLASSIFICATIONS RECOMMENDED FOR DELETION FROM THE CLASSIFICATION PLAN

Item No.	Title
6808	Contract Services Analyst, Building Services
0860	Executive Director, Women & Girls Initiative (UC)
4868	Exercise Physiology Technician

## DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

### ATTACHMENT B

#### AGRICULTURAL COMMISSIONER/WEIGHTS AND MEASURES

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Administrative Deputy I (UC) Item No. 1043A N23 R12 Non-Represented	1	Administrative Deputy II (UC) Item No. 1045A N23 R13 Non-Represented

The subject Administrative Deputy I (UC) position reports to the Chief Deputy, Agricultural Commissioner, Weights and Measures (ACWM), and is responsible for the oversight, through subordinate managers, for the ACWM Administrative Services Bureau, comprised of the Budget and Fiscal Services, Contracts, Human Resources, and Management and Technical Services functions, in addition to facilities management and administrative support.

ACWM carries out a range of mandated, fee-driven programs operating under various and complex regulatory and contractual requirements, in areas of Environmental Protection, Pest Exclusion and Produce Quality, Weed Hazard & Pest Management, and Weights and Measures (encompassing Device Accuracy, Metrology, Business Practices/Investigations, and Price Verification).

The duties and responsibilities of the subject position are consistent the classification criteria for Administrative Deputy II (UC), a class that is distinguished by its responsibility for directing the planning, implementation, and evaluation of the centralized administrative operations and support services for a County department with extensive, diverse, and complex administrative requirements. The Administrative Deputy II (UC) typically works under the general direction of a chief deputy director or department director and functions as the highest-level executive manager for an administrative division staffed by a variety of professional, technical, and administrative and clerical support personnel. Therefore, we recommend upward reallocation of the subject position to Administrative Deputy II (UC).

## DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

### ATTACHMENT B

#### CONSUMER AND BUSINESS AFFAIRS

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Administrative Assistant III Item No. 0889A NMO 98L Represented	4	Management Analyst Item No. 1848A NMO 99E Non-Represented
1	Senior Typist-Clerk Item No. 2216A NMVO 80L Represented		
1	Staff Assistant I Item No. 0907A NMO 86F Represented		
1	Youth Worker Item No. 8252M N1 F Represented		

The four (4) subject positions are located in Human Resources and report to an Administrative Services Manager I. The primary purpose of the subject positions is to perform a variety of analytical, technical, and confidential/sensitive assignments in core functional areas of human resources. All positions perform specialized human resources duties.

The subject Administrative Assistant III position independently performs duties in performance management and employee relations. Duties include reviewing and analyzing policy violations and grievances and recommending corrective actions and interpreting applicable civil service rules or policies related to human resources operations. The subject Senior Typist-Clerk position independently performs cross-functional duties in classification/compensation and operations. Duties include reviewing and preparing budget duty statements and organizational charts, reviewing department position control to ensure organizational alignment, reviewing and making recommendations for new bonus requests, preparing new compensation or bonus request memos, and processing employee transactions in accordance with County policies and procedures. The subject Staff Assistant I position independently performs cross-functional duties in examinations/talent acquisition and operations. Duties include

## DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

### ATTACHMENT B

#### CONSUMER AND BUSINESS AFFAIRS (Continued)

preparing, processing, and finalizing examination and certification processes, developing job analysis, rating tools and other exam materials, preparing examination bulletins, screening applications, scheduling and administering exams, and processing employee transactions in accordance with County policies and procedures. The subject Youth Worker position independently performs duties in classification/compensation. Duties include reviewing and preparing budget duty statements and organizational charts, reviewing department position control to ensure organizational alignment, reviewing and making recommendations for new bonus requests, and preparing new compensation or bonus request memos.

Based on the reporting relationship to the Administrative Services Manager I, the variety of routine to moderately complex assignments, and responsibility for providing technical support to a comprehensive human resources program in a small size County department, we recommend upward reallocation of the four (4) subject positions to Management Analyst.

#### COUNTY COUNSEL

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Senior Associate County Counsel Item No. 9204A NMXO 113A Non-Represented	1	Assistant County Counsel Item No. 9208A N23 S18 Non-Represented

The subject Senior Associate County Counsel position functions as the County Counsel Chief Diversity Officer to participate in, respond to, and oversee the Office's compliance with Board of Supervisors Diversity, Equity, and Inclusion (DEI) priorities and initiatives. Specifically, this position coordinates all DEI-related efforts including Anti-Racism, Diversity, and Inclusion (ARDI) and Women & Girls Initiatives, Government Alliance on Race and Equity, and Gender Impact Assessment (GIA); participates in and/or oversees ARDI-related trainings, meetings, and motions and manages the Office's compliance from inception to conclusion; acts as the Office's Equity Action Team lead and liaison for Office ARDI efforts; participates in GIA including coordinating and facilitating meetings, attending coaching sessions, developing goals, and completing necessary goal-related tasks; works with the Prevention and Promotion Coordination Implementation Team on cross-departmental ARDI efforts and ensures that the County Counsel advances ARDI Initiatives in all aspects of the Office's work; leads the Office's 45-employee Inclusion, Diversity, Equity, and Anti-racism Committee; represents County Counsel in meetings

## DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

### ATTACHMENT B

#### COUNTY COUNSEL (Continued)

with County departments/entities such as the Chief Executive Office and Human Relations Commission; and coordinates related communications and outreach efforts with outside agencies and professional organizations.

The duties and responsibilities of the subject position meet the classification criteria for Assistant County Counsel, a class that reports to a Senior Assistant County Counsel (UC) and is distinguished from the lower-level Deputy County Counsel classifications by its responsibility for managing a division of the Office of the County Counsel and/or for performing highly specialized legal work of a complex and often sensitive nature. Therefore, we recommend upward reallocation of the subject position to Assistant County Counsel.

#### HEALTH SERVICES – ADMINISTRATION

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Physician Specialist, Radiology-General/Diagnostic (Non Megaflex) Item No. 5476A-80 N43 D27 Represented	1	Senior Physician, Radiology-General/Diagnostic Item No. 5456A-80 N42 E29 Non-Represented
1	Physician Specialist, Radiology-Vascular/Internal Diagnostic (Non Megaflex) Item No. 5476A-81 N43 D30 Represented	1	Senior Physician, Radiology-Vascular/Internal Diagnostic Item No. 5456A-81 N42 E32 Non-Represented

The two (2) subject Physician Specialist (Non Megaflex) positions report to the Chief Physician, Radiology. The first position will serve as the Enterprise Vice-Chief of Breast Imaging and the second position will serve as the Enterprise Vice-Chief of IR. The Vice-Chiefs of Breast Imaging and IR will oversee the breast imaging and IR service lines for all DHS facilities, medical centers, and ambulatory care centers. The positions will focus on the interpretation and performance of studies by physicians specialized in radiology. They will provide technical oversight of radiology technical operations for their service lines to ensure procedural safety and accuracy. These physicians will oversee their service lines' operations and strategy at the enterprise level with the goal of driving standardization, creating economies of scale, and using best practices to improve fiscal



**DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS**

**ATTACHMENT B**

**HEALTH SERVICES – ADMINISTRATION (Continued)**

sustainability and patient access to radiology services. Both will also be tasked with creating service lines at RLANRC. These positions will begin the migration toward an enterprise, subspecialized radiology model, foreseeing the creation of future enterprise subspecialty leads in other areas such as neuroradiology, nuclear medicine, body imaging, and emergency radiology.

The duties and responsibilities of the subject positions meet the classification criteria for Senior Physician, Radiology, a class that will take the lead over IR and Breast Imaging services for the department by improving access to quality imaging through standardization. The purpose of the positions is to improve patient access to timely radiology procedures and enhance internal cooperation between facilities, reduce radiology procedural backlogs, increase physician productivity, improve patient satisfaction, reduce out-of-network referrals, and improve hiring and retention. Therefore, we recommend upward reallocation of the subject positions to Senior Physician, Radiology - General/Diagnostic and Senior Physician, Radiology - Vascular/Internal Diagnostic.

**HEALTH SERVICES – OLIVE VIEW-UCLA MEDICAL CENTER**

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Chief Physician I – OBGYN – General Item No. 5457A-69 N42 E21 Non-Represented	1	Chief Physician I – Emergency Medicine Item No. 5457A-53 N42 E20 Non-Represented
1	Chief Physician I – Pediatrics Item No. 5457A-75 N42 E09 Non-Represented	1	Chief Physician I – Radiology – General/Diagnostic Item No. 5457A-80 N42 E30 Non-Represented
1	Chief Physician II – Int Med – Endocrinology Item No. 5458A-55 N42 E13 Non-Represented	1	Chief Physician I – OBGYN – Gynecologic Oncology Item No. 5457A-70 N42 E29 Non-Represented

## DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

### ATTACHMENT B

#### HEALTH SERVICES – OLIVE VIEW-UCLA MEDICAL CENTER (Continued)

2	Nuclear Medicine Technologist II Item No. 5803A NMO 112A Represented	2	Nuclear Medicine Technologist, Special Procedures Item No. 5809A NMO 114A Non-Represented
1	Physical Therapist I Item No. 5837A NMWO 107C Represented	1	Physical Therapist II Item No. 5839A NMWO 111C Represented

The subject Chief Physician I - OBGYN-General position serves as the Chief of the Department of Emergency Medicine and reports directly to Olive View Medical Center's (OVMC) Chief Medical Officer. The position has immediate administrative oversight of the Department of Emergency Medicine, a medical division of the hospital. The position's scope of responsibility includes budget preparation, personnel functions, and coordinating the staffing and scheduling of physicians, and work of the department; designing and implementing process improvement strategies to improve and optimize emergency services; and coordinating and integrating services within the department and with other departments. In addition, the position has responsibility for formulating overall policy, planning, and directing the medical activities of the division.

The duties and responsibilities meet the classification criteria for Chief Physician I, as the subject position has immediate responsibility for supervising a medical division at OVMC. Therefore, we recommend the downward reallocation of the subject position to Chief Physician I - Emergency Medicine.

The subject Chief Physician I – Pediatrics position serves as the Chief of the Department of Radiology and provides direction and oversight of all clinical, operational, and administrative functions for the division. Specific duties include providing direct supervision of physicians in multiple areas and oversight of over 125 support technical staff (Radiologic Technicians, Ultrasound Technicians, and Nuclear Medicine Technicians) who report to a Chief Radiologic Technologist; directing the planning, implementation, administration, and evaluation of the department's radiological operations and services; preparing and controlling the division's budget; and establishing and advancing the department's strategic direction.

The duties and responsibilities of the subject position meet the classification criteria for Chief Physician I, as the subject position has immediate responsibility for the Department of Radiological Services, a medical division of OVMC. Therefore, we recommend the upward reallocation of the subject position to Chief Physician I – Radiology.

## DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

### ATTACHMENT B

#### **HEALTH SERVICES – OLIVE VIEW-UCLA MEDICAL CENTER (Continued)**

The subject Chief Physician II - Int Med-Endocrinology position reports directly to OVMC's Chief Medical Officer and provides oversight for the clinical and administrative functions of the Obstetrics and Gynecology Division. The position has responsibility for overseeing a variety of clinical, nursing, and technical positions, including physicians, physician assistants, nurse practitioners, nurse midwives, genetic counselors, and clerical personnel. Other duties include responsibility for the administrative aspects of the division, including budget preparation and control, personnel functions, procurement of equipment and supplies; reviewing clinical operations to improve quality of the clinical practice; and formulating overall policies, plans, and procedures for clinical and administrative operations.

The duties and responsibilities of the subject position meet the classification criteria for Chief Physician I, as the position supervises a medical division of a hospital and has responsibility for formulating and setting organizational policies and goals, and planning, directing, and controlling operations and assigned personnel. Therefore, we recommend the upward reallocation of the subject position to Chief Physician I – OBGYN-Gynecological Oncology.

The two (2) subject Nuclear Medicine Technologist II positions work under the direction of a Nuclear Medicine Physician and report to a Supervising Nuclear Medicine Technologist. Positions are responsible for performing complex and specialized nuclear medicine procedures utilizing dual mode scanners. These responsibilities include obtaining a patient's medical history; calculating radiopharmaceutical doses and injecting contrast into patients; conducting scans, processing, and evaluating acquired images for technical quality before submitting to physician for assessment and diagnosis; performing daily quality control of machine, maintaining records, and ordering/receiving, administering; and disposing radioactive materials.

The duties and responsibilities of the position meet the classification criteria for Nuclear Medicine Technologist, Special Procedures, as the position performs specialized nuclear medicine diagnostic studies using dual-mode PET/CT or SPECT/CT scanners for the assessment and diagnosis of pathological diseases, which requires the position to be dually certified as a diagnostic radiologic technologist and nuclear medicine technologist. Therefore, we recommend upward reallocation of the subject positions to Nuclear Medicine Technologist, Special Procedures.

The subject Physical Therapist I position reports to a Physical Therapy Supervisor I and is assigned to the Physical Therapy outpatient setting and provides physical therapy services to patients with musculoskeletal, neurological, and cardiopulmonary conditions, as well as vestibular dysfunction and complex stroke patients. Specific duties include reviewing and triaging referrals for vestibular rehabilitation; providing specialized patient evaluations using physical therapy tests and measurements, establishing therapeutic

## DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

### ATTACHMENT B

#### HEALTH SERVICES – OLIVE VIEW-UCLA MEDICAL CENTER (Continued)

intervention goals, and implementing therapeutic intervention plans utilizing physical therapy modalities and procedures; educating patient/families to promote and coordinate continuing patient care; and assisting with reviewing and modifying departmental policies and procedures.

The duties and responsibilities of the subject position meet the classification criteria for Physical Therapist II, as the position independently manages a caseload of patients with musculoskeletal, neurological, and cardiopulmonary conditions. Therefore, we recommend upward reallocation of the subject position to Physical Therapist II.

#### HEALTH SERVICES – RANCHO LOS AMIGOS

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Senior Typist-Clerk Item No. 2216A NMVO 80L Represented	1	Volunteer Programs Coordinator II Item No. 2683A NMO 90A Non-Represented

The subject Senior Typist-Clerk position is assigned to the Rancho Los Amigos National Rehabilitation Center's (RLANRC) Volunteer Services Department (VSD) and will report to the chief engagement and equity officer. Specific duties include coordinating onboarding processes, performing outreach and recruitment efforts, and training volunteers. The subject position also serves as the point of contact to nine (9) RLANRC departments (Nursing, Occupational Therapy, Pastoral Care, Pharmacy, Phlebotomy Lab, Physical Therapy/Pediatrics, Recreational Therapy, Speech Pathology, and Gift Shop), and participates in the coordination of seasonal and special projects requiring additional volunteer involvement and services. In addition, the subject position participates in the development and revision of volunteer programs and training materials.

The duties and responsibilities of the subject position meet the classification criteria for Volunteer Programs Coordinator II. The position is responsible for coordinating VSD operations and logistics to ensure sufficient volunteers are staffed where needed. Therefore, we recommend upward reallocation of the subject position to Volunteer Programs Coordinator II.

## DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

### ATTACHMENT B

#### JUSTICE, CARE AND OPPORTUNITIES DEPARTMENT

No of Pos.	Present Classification	No of Pos.	Classification Findings
3	Health Program Analyst I Item No. 4727A NMO 105E Non-Represented	3	Justice Program Analyst Item No. 3060A NMO 105E Non-Represented
25	Health Program Analyst II Item No. 4729A NMO 109E Non-Represented	25	Justice Program Senior Analyst Item No. 3061A NMO 109E Non-Represented
7	Health Program Analyst III Item No. 4731A NMO 116F Non-Represented	7	Justice Program Director Item No. 3062A NMO 116F Non-Represented

The 35 subject positions are assigned to various functions throughout JCOD and perform a range of duties including analytical, technical, and/or client background research in functional areas impacting the administration of service-based programs. The classes are responsible for interacting with clients, contractors, courts, law enforcement, and internal and external stakeholders in the planning and coordination of justice-related programs. The Justice Program Director is a class that supervises teams of analysts engaged in planning, implementing administering, and evaluating justice and service-based programs. These positions require expert knowledge of principles of program administration, organization, and planning; methodologies, concepts, and practices of the justice system, human services program development, support, and evaluation. The Justice Program Senior Analyst is a class that is responsible for the solution of complex and difficult problems and makes recommendations in areas of resources and personnel utilization, program development, implementation, and improvement. The Justice Program Analyst is a class that performs moderately complex to difficult program work directly related to the department's core mission or business. The duties and responsibilities of the subject positions meet the classification criteria for the Justice Program Analyst series, which was approved by the Board of Supervisors on November 1, 2023, to focus on the development, implementation, and management of justice programs. Therefore, we recommend lateral reclassification of the subject Health Program Analyst positions to the Justice Program Analyst series.

**DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS**

**ATTACHMENT B**

**PUBLIC SOCIAL SERVICES**

<b>No of Pos.</b>	<b>Present Classification</b>	<b>No of Pos.</b>	<b>Classification Findings</b>
1	Administrative Assistant I Item No. 0887A N2MO 85G Represented	1	Management Analyst Item No. 1848A NMO 99E Non-Represented
6	Administrative Services Manager I Item No. 1002A NMO 106D Non-Represented	6	Departmental Civil Service Representative Item No. 1881A NMO 107E Non-Represented
2	Administrative Services Manager II Item No. 1003A NMO 109D Non-Represented	1	Head Departmental Civil Service Representative Item No. 1882A NMO 114D Non-Represented
13	Eligibility Computation Clerk II Item No. 1303A NMVO 78K Represented	13	Eligibility Worker II Item No. 9179A N3MWO 83C Represented
3	Supervising Eligibility Computation Clerk II Item No. 1307A NMVO 83K Represented	3	Eligibility Supervisor Item No. 9181A NMWO 88J Represented

The subject Administrative Assistant I position is located in the Risk Management and Safety Section. Duties of the position include assisting management with sensitive and special assignments that require developing health and safety related policies; coordinating with managers and employees to collect documentation; and consulting with

## DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

### ATTACHMENT B

#### **PUBLIC SOCIAL SERVICES (Continued)**

CEO Risk Management to determine needs regarding confidential claims. The assignments are sensitive in nature and require sophisticated critical thinking skills along with the ability to work independently.

The duties and responsibilities of the subject position meet the classification criteria for Management Analyst, a class that performs a variety of analytical, technical, and/or confidential and sensitive assignments in core administrative functional areas such as human resources and department administration. Therefore, we recommend upward reallocation of the subject position to Management Analyst.

The six (6) subject Administrative Services Manager I positions are located in the Discipline, Policy, and Litigation Unit. Duties of the positions include preparing formal letters including Warnings, Reprimands, Suspensions, Reductions and Discharges; and ensuring disciplinary actions are in compliance with departmental and County policies and have sufficient basis for defense in the event of appeals to the Civil Service Commission.

The duties and responsibilities of the subject positions meet the classification criteria for Departmental Civil Service Representative, a class that is responsible for independently investigating, preparing, and presenting cases involving all departmental actions which may be appealed to the Civil Service Commission. Therefore, we recommend the upward reallocation of the subject positions to Departmental Civil Service Representative.

The subject Administrative Services Manager II position is located in the Discipline, Policy, and Litigation Unit. Duties of the position include managing and supervising the activities of the unit; overseeing the review and approval of Medical Releases, Warnings, Reprimands, Suspensions, Reductions and Discharges; and testifying as the Department's decision-maker before the Civil Service Commission, Employee Relations Commission and Arbitrations.

The duties and responsibilities of the subject position meet the classification criteria for Head Departmental Civil Service Representative, a class that is responsible for providing full administrative and technical supervision over a staff of departmental representatives who prepare and present cases involving all departmental actions which may be appealed to the Civil Service Commission. Therefore, we recommend the upward reallocation of the subject position to Head Departmental Civil Service Representative.

The subject Administrative Services Manager II position is located in the Internal Affairs and Employee Relations Section. Duties of the position include supervising Departmental Employee Relations Representatives, leading and conducting investigations related to grievances, and facilitating and preparing for all SEIU related meetings.

## DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

### ATTACHMENT B

#### **PUBLIC SOCIAL SERVICES (Continued)**

The duties and responsibilities of the subject position meet the classification criteria for Senior Departmental Employee Relations Representative, a class that represents the management of a large County department in the conduct of contacts with employees, employee organizations, employee relations administrators, and the Civil Service and Employee Relations Commissions. Therefore, we recommend the upward reallocation of the subject position to Senior Departmental Employee Relations Representative.

The 13 subject Eligibility Computation Clerk II positions are located in the Welfare Fraud Prevention and Investigation Training Section. Duties of the subject positions include reviewing and analyzing data including case information, participant income, assistance size, and benefits to determine eligibility for various public assistance programs; and making determinations for participant payment or benefit amounts.

The duties and responsibilities of the subject positions meet the classification criteria for Eligibility Worker II. Positions in this class review and analyze financial and eligibility information to determine eligibility for assistance programs and compute benefits for eligible applicants of public assistance programs to determine whether funds can be authorized. Therefore, we recommend the upward reallocation of the 13 subject positions to Eligibility Worker II.

The three (3) subject Supervising Eligibility Computation Clerk II positions are located in the Welfare Fraud Prevention and Investigation Training Section. Duties of the subject positions include supervising subordinates engaged in reviewing, researching, and completing the more complex public assistance eligibility and budget calculations.

The duties and responsibilities of the subject positions meet the classification criteria for Eligibility Supervisor. Positions in this class supervise a unit of Eligibility Workers engaged in making eligibility and grant determinations for public assistance applicants and participants. Therefore, we recommend the upward reallocation of the three (3) subject positions to Eligibility Supervisor.



## DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

### ATTACHMENT B

#### PUBLIC WORKS

No of Pos.	Present Classification	No of Pos.	Classification Findings
11	Member, Los Angeles County Highway Safety Commission Item No. 9418 Non-Represented	11	Member, Transportation Commission Item No. 9422 Non-Represented

The 11 subject Member, Los Angeles County Highway Safety Commission positions are located in the Transportation Planning and Programs Division. On September 12, 2023, the Board adopted a motion that directed the CEO, in coordination with the Department of Public Works, to create a Transportation Commission. The purpose of the Commission is to advise and assist the Board on all matters pertaining to transportation policies, State and federal legislation, goals, plans, processes, contracts, and mobility-related major capital projects within the unincorporated communities of the County. Concurrently, the Board instructed the dissolution of the existing Highway Safety Commission and, in its place, to establish a new Transportation Commission for the County. Therefore, we recommend reallocation of the subject positions to Member, Transportation Commission.

#### REGISTRAR-RECORDER/COUNTY CLERK

No of Pos.	Present Classification	No of Pos.	Classification Findings
2	Geographic Information Systems Technician I Item No. 4419A NO 100G Represented	2	Geographic Information Systems Analyst Item No. 4413A NO 107D Represented

**DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS**

**ATTACHMENT B**

**REGISTRAR-RECORDER/COUNTY CLERK (Continued)**

2	Geographic Information Systems Technician II Item No. 4411A NO 102G Represented	1	Principal Geographic Information Systems Analyst Item No. 4415A NMO 116F Non-Represented
		1	Senior Geographic Information Systems Analyst Item No. 4414A NO 112C Represented
1	Intermediate Typist-Clerk Item No. 2214A NMVO 76F Represented	1	Senior Typist-Clerk Item No. 2216A NMVO 80L Represented

The two (2) subject Geographic Information Systems Technician I positions are responsible for creating custom tools for Geographic Information Systems Technicians to create streets, sub-precincts, and precincts and write scripts to validate entries and verify information in the database. The duties and responsibilities of the subject positions meet the classification criteria for Geographic Information Systems Analyst, a class which is responsible for carrying out a wide range of difficult and responsible assignments in maintaining the accuracy and quality of Geographic Information Systems database information, developing cartographic products, and data analysis and visualization to support a wide variety of County or departmental functions, processes, and analytical requirements. Therefore, we recommend upward reallocation of the subject positions to Geographic Information Systems Analyst.

The subject Geographic Information Systems Technician II position is responsible for, in conjunction with the Geographic Information Systems Manager I, leading and directing highly complex applications and projects conducted in the section to create novel technical solutions for existing operational challenges. Solutions may involve utilizing existing personnel to develop applications, purchasing off-the-shelf products, or contracting work through developing a scope of work. The duties and responsibilities of the subject position meet the classification criteria for Principal Geographic Information Systems Analyst, a class which is responsible for performing complex duties focused on large-scale Geographic Information Systems application and database projects and highly complex analytical assignments to meet departmental/County-wide business, information, and decision-support requirements. Therefore, we recommend upward reallocation of the subject position to Principal Geographic Information Systems Analyst.

## DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

### ATTACHMENT B

#### **REGISTRAR-RECORDER/COUNTY CLERK (Continued)**

The subject Geographic Information Systems Technician II position is responsible for creating custom tools used by lower-level staff, web maps with dynamic data sources, working as a supervisor to provide technical guidance to lower-level staff, and is assigned one of two databases to maintain the database's security, integrity, deficiency, and compliance with standard business practices. The duties and responsibilities of the subject position meet the classification criteria for Senior Geographic Information Systems Analyst, a class which is responsible for performing duties of considerable difficulty focused on data analysis and visualization, database maintenance, cartography, or application development. Therefore, we recommend upward reallocation of the subject position to Senior Geographic Information Systems Analyst.

The subject Intermediate Typist-Clerk position reports to an Election Programs Coordinator and is responsible for performing duties, such as preparing responses to public records requests and nonroutine voter inquiries; monitoring proposed legislation and researching its impact on the division's procedures; generating reports from the Election Management System and ensuring the accuracy for reports; reviewing election materials to ensure compliance with the CEC; and preparing correspondence for procedural changes to executive management. The duties and responsibilities of the subject position meet the classification criteria for Senior-Typist Clerk, which per the classification specification does skilled typing work and performs highly specialized clerical duties requiring a highly specialized knowledge of a particular function with responsibility for applying proper procedures and for carrying out the work with only general direction. Therefore, we recommend upward reallocation of the subject position to Senior Typist-Clerk.

## **ANALYSIS**

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

- Adding and establishing the salary for two employee classifications;
- Deleting three employee classifications; and
- Adding, deleting, and/or changing certain employee classifications and

number of ordinance positions in the departments of Agricultural Commissioner/Weights and Measures, Consumer and Business Affairs, County Counsel, Health Services, Justice, Care and Opportunities, Los Angeles County Employees Retirement Association, Public Social Services, Public Works, and Registrar-Recorder/County Clerk.

DAWYN R. HARRISON  
County Counsel

By:  
GRAEME E. SHARPE  
Senior Deputy County Counsel  
Labor & Employment Division

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

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

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

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

<b>ITEM NO.</b>	<b>TITLE</b>	<b>EFFECTIVE DATE</b>	<b>SALARY OR SALARY SCHEDULE AND LEVEL</b>	
<u>1068</u>	<u>EXEC DIR,PPSGC(UC)</u>	_____*	<u>N23</u>	<u>R14</u>
<u>0302</u>	<u>EXEC OFFICER,ARBORETUM(UC)</u>	_____*	<u>N23</u>	<u>R10</u>

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

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

and Level) is hereby amended to delete the following classes:

ITEM NO.	TITLE	EFFECTIVE DATE	SALARY OR SALARY SCHEDULE AND LEVEL	
6808	<del>CONTRACT SERVICES ANALYST, BLDG SERV</del>	01/01/2021	NMO	93C
		10/01/2022	NMO	95C
		10/01/2023	NMO	96E
		10/21/2024	NMO	97G
0860	<del>EXEC DIR, WOMEN &amp; GIRLS INITIAT(UC)</del>	01/01/2021	N23	R15
		10/01/2022	N23	R15
		10/01/2023	N23	R15
		10/01/2024	N23	R15
4868	<del>EXERCISE PHYSIOLOGY TECHNICIAN</del>	01/01/2021	NMO	96B
		10/01/2022	NMO	98B
		10/01/2023	NMO	99D
		10/01/2024	NMO	100F

**SECTION 3.** Section 6.32.010 (Agricultural Commissioner/Weights and Measures)

is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1043A	4	<del>ADMINISTRATIVE DEPUTY I(UC)</del>

**SECTION 4.** Section 6.32.010 (Agricultural Commissioner/Weights and Measures)

is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>1045A</u>	<u>1</u>	<u>ADMINISTRATIVE DEPUTY II(UC)</u>

**SECTION 5.** Section 6.60.010 (Department of Consumer and Business Affairs) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0889A	2 <u>1</u>	ADMINISTRATIVE ASSISTANT III
1848A	6 <u>10</u>	MANAGEMENT ANALYST
2216A	2 <u>1</u>	SENIOR TYPIST-CLERK
0907A	4 <u>3</u>	STAFF ASSISTANT I
8252M	2 <u>1</u>	YOUTH WORKER

**SECTION 6.** Section 6.64.010 (County Counsel) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
9208A	24 <u>22</u>	ASSISTANT COUNTY COUNSEL
9204A	5 <u>4</u>	SENIOR ASSOCIATE COUNTY COUNSEL

**SECTION 7.** Section 6.78.010 (Department of Health Services - Administration) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5476A	23 <u>21</u>	PHYSICIAN SPECIALIST(NON MEGAFLEX)
5456A	6 <u>8</u>	SENIOR PHYSICIAN

**SECTION 8.** Section 6.78.065 (Department of Health Services – Rancho Los

Amigos) is hereby amended to add the following class and number of ordinance positions:

<b>ITEM NO.</b>	<b>NO. OF ORDINANCE POSITIONS</b>	<b>TITLE</b>
<u>2683A</u>	<u>1</u>	<u>VOLUNTEER PROGRAMS COORDINATOR II</u>

**SECTION 9.** Section 6.78.065 (Department of Health Services – Rancho Los

Amigos) is hereby amended to change the number of ordinance positions for the following class:

<b>ITEM NO.</b>	<b>NO. OF ORDINANCE POSITIONS</b>	<b>TITLE</b>
2216A	<del>28</del> <u>27</u>	SENIOR TYPIST-CLERK

**SECTION 10.** Section 6.78.070 (Department of Health Services – Olive View-UCLA

Medical Center) is hereby amended to delete the following class and number of ordinance positions:

<b>ITEM NO.</b>	<b>NO. OF ORDINANCE POSITIONS</b>	<b>TITLE</b>
5803A	<del>2</del>	<del>NUCLEAR MEDICINE TECHNOLOGIST II</del>



**SECTION 11.** Section 6.78.070 (Department of Health Services – Olive View-UCLA

Medical Center) is hereby amended to change the number of ordinance positions for the following classes:

<b>ITEM NO.</b>	<b>NO. OF ORDINANCE POSITIONS</b>	<b>TITLE</b>
5457A	<del>7</del> <u>8</u>	CHIEF PHYSICIAN I
5458A	4 <u>3</u>	CHIEF PHYSICIAN II
5809A	4 <u>3</u>	NUCLEAR MED TECHNOL,SPECIAL PROC
5837A	<del>8</del> <u>7</u>	PHYSICAL THERAPIST I
5839A	<del>7</del> <u>8</u>	PHYSICAL THERAPIST II

**SECTION 12.** Section 6.102.010 (Justice, Care and Opportunities Department) is

hereby amended to delete the following classes and number of ordinance positions:

<b>ITEM NO.</b>	<b>NO. OF ORDINANCE POSITIONS</b>	<b>TITLE</b>
4727A	<del>3</del>	HEALTH PROGRAM ANALYST I
4729A	<del>25</del>	HEALTH PROGRAM ANALYST II
4731A	<del>7</del>	HEALTH PROGRAM ANALYST III

**SECTION 13.** Section 6.102.010 (Justice, Care and Opportunities Department) is

hereby amended to change the number of ordinance positions for the following classes:

<b>ITEM NO.</b>	<b>NO. OF ORDINANCE POSITIONS</b>	<b>TITLE</b>
3060A	9 <u>12</u>	JUSTICE PROGRAM ANALYST

3062A	4	<u>8</u>	JUSTICE PROGRAM DIRECTOR
3061A	6	<u>31</u>	JUSTICE PROGRAM SR ANALYST

**SECTION 14.** Section 6.108.010 (Department of Public Social Services) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0887A	4	ADMINISTRATIVE ASSISTANT I
1307A	3	SUPVGR ELIGIBILITY COMP CLERK II

**SECTION 15.** Section 6.108.010 (Department of Public Social Services) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>1881A</u>	<u>6</u>	<u>DEPARTMENTAL CIVIL SERVICE REP</u>
<u>1882A</u>	<u>1</u>	<u>HEAD DEPARTMENTAL CIVIL SERVICE REP</u>
<u>1908A</u>	<u>1</u>	<u>SENIOR DEPTL EMPLOYEE RELATIONS REP</u>

**SECTION 16.** Section 6.108.010 (Department of Public Social Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE	
1002A	464	<u>155</u>	ADMINISTRATIVE SERVICES MANAGER I
1003A	52	<u>50</u>	ADMINISTRATIVE SERVICES MANAGER II

1303A	<del>45</del>	<u>2</u>	ELIGIBILITY COMPUTATION CLERK II
9181A	<del>4408</del>	<u>1111</u>	ELIGIBILITY SUPERVISOR
9179A	<del>7495</del>	<u>7208</u>	ELIGIBILITY WORKER II
1848A	<del>438</del>	<u>139</u>	MANAGEMENT ANALYST

**SECTION 17.** Section 6.109.010 (Department of Public Works) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
9418	44	<del>MEMBER, LA CO HIGHWAY SAFETY COMM*</del>

**SECTION 18.** Section 6.109.010 (Department of Public Works) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>9422</u>	<u>11</u>	<u>MEMBER, TRANSPORTATION COMMISSION</u>

**SECTION 19.** Section 6.114.010 (Registrar-Recorder/County Clerk) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>4415A</u>	<u>1</u>	<u>PRIN GEOGRAPHIC INFO SYST ANALYST</u>

**SECTION 20.** Section 6.114.010 (Registrar-Recorder/County Clerk) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
4413A	2	<u>4</u> GEOGRAPHIC INFO SYSTEMS ANALYST
4419A	4	<u>2</u> GEOGRAPHIC INFO SYST TECHNICIAN I
4411A	4	<u>2</u> GEOGRAPHIC INFO SYST TECHNICIAN II
2214A	<del>254</del>	<u>250</u> INTERMEDIATE TYPIST-CLERK
4414A	4	<u>2</u> SENIOR GEOGRAPHIC INFO SYST ANALYST
2216A	86	<u>87</u> SENIOR TYPIST-CLERK

**SECTION 21.** Section 6.127.010 (Los Angeles County Employees Retirement Association) is hereby amended to change the title of the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0790A	2	<del>DISAB RETIRE SUPPORT SPEC I,LACERA</del> <u>DISAB RETIRE SUPPORT SPEC,LACERA</u>
0471A	12	<del>DOCUMENT PROCESSING ASSISTANT,LACERA</del> <u>DOCUMENT PROCESSING SPECIALIST,LACERA</u>
0472A	3	<del>DOCUMENT PROCESSING COORDINATOR,LACERA</del> <u>DOCUMENT PROCESSING SUPERVISOR,LACERA</u>

**SECTION 22.** Pursuant to Government Code Section 25123(f), this ordinance shall take effect immediately upon final passage.

[FEB2025GENRECLASSASCEO]

**TITLE:** Executive Director, Prevention and Promotion Systems Governing Committee (UC)  
Item #1068 – R14

**POSITION OVERVIEW:**

The one position allocable to this class provides specialized executive management and technical support to carry out the Committee's functions to oversee the coordination and collaboration of prevention and promotion services Countywide. This position will be responsible for directing support staff in all administrative matters of the Committee and leading a centralized leadership structure to streamline, align, and proliferate equitable prevention programming across departments to address marginalized communities that continue to have the least access to upstream resources to prevention and promotion programs.

This responsibility requires a multidisciplinary approach to understanding how social, spatial, and institutional conditions affect the mental, physical, and social development of individuals over the life span, as a key framework to ground the County's prevention infrastructure development. The incumbent must have the ability to coordinate and work effectively with various departments, community organizations, and stakeholders to address demonstrated disproportionality and performance of the County's major human services systems such as in the County's homelessness, child welfare, justice, and public social services systems by Black, Brown, Native American, and other marginalized communities that further exacerbates and reinforces racial disparities.

**EXAMPLES OF DUTIES:**

Provide administrative, research, and operational support for the Prevention and Promotion Systems Governing Committee.

Function as the liaison with County executives, the Board of Supervisors, and community stakeholders to develop cohesive policies that foster prevention and promotion.

Oversee the coordination and collaboration of prevention and promotion services Countywide to eliminate structural racism within County systems, including going beyond prevention to also consider the concept of promotion, focusing on improving life outcomes through facilitated support for children, families, and communities.

Facilitate development of recommendations to the Board for adoption of prevention and promotion programs and services plans related to spending, contracting and procurement coordination, human resources allocations and staffing, and data sharing performance tracking, monitoring and evaluation, and the strategic direction of the Committee.

EXECUTIVE DIRECTOR  
PREVENTION AND PROMOTION SYSTEMS GOVERNING COMMITTEE (UC)  
POSITION DESCRIPTION  
Page 2

Conduct robust community engagement and outreach that involves a diverse geographic representation of people with lived experience, service providers, clients, and other stakeholders to advance prevention and promotion outcomes, and partnership with the ARDI Initiative.

Collaborate with all County departments, Board-created workgroups, initiatives, and councils that administer prevention and promotion programs and services in alignment with the developed prevention and promotion plan.

Administer the Committee's public meetings in collaboration with the Committee members and ensures compliance with the Brown Act and Robert's Rules of Order, and direct the preparation of the Committee meeting agendas and records.

Report the progress of initiatives, recommendations, and/or other areas of interests to the Board with a focus on closing racial disproportionalities and disparities including consideration of overlapping identities within racial/ethnic groups including but not limited to women and LGBTQ+ communities.

Plan, organize, assign, and evaluate the work of staff in the operations, administration and management and administrative support to the Committee.

**MINIMUM REQUIREMENTS:**

A Bachelor's degree in public administration, public policy, social science, education, human services, political science, law, social work, public health, or a closely related field from an accredited college **-AND-** four years of experience in the field of public child welfare, public health, behavioral health, or restorative juvenile justice or working with marginalized communities analyzing and recommending solutions to problems, two years of which must have been in a supervisory capacity performing work related to child welfare, public health, behavioral health, or juvenile justice issues, including developing programs, policies, and procedures; administering budgets; and analyzing and making recommendations.

**DESIRABLE QUALIFICATIONS:**

A Master's degree in social work, public health, or a related social science from an accredited college.

Experience with establishing and coordinating relationships with community stakeholders, non-profit organizations, governmental agencies, and other County bodies to develop and advance mutual goals and objectives.

Strong written and oral communications skills, with an ability to listen to and consider a variety of viewpoints openly.

EXECUTIVE DIRECTOR  
PREVENTION AND PROMOTION SYSTEMS GOVERNING COMMITTEE (UC)  
POSITION DESCRIPTION  
Page 3

Strong leadership skills and refined political acumen.

Experience leading cross-sector multi-disciplinary teams.

Ability to handle multiple, highly sensitive priorities concurrently.

Ability to analyze and resolve issues relating to administrative policies and procedures.

Demonstrated knowledge and understanding of Los Angeles County's:

- 1) Governance structure;
- 2) Major service delivery systems; and,
- 2) Major funding and revenue streams.

Demonstrated knowledge and experience in identifying and developing strategies and recommendations to address structural racism and other inequities that result in population-level disproportionality and disparities and analysis of performance, such as in the County's homelessness, child welfare, justice, and/or public social services systems.

**LICENSE:**

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

**PHYSICAL CLASS:**

2 - Light.

**COUNTY OF LOS ANGELES  
POSITION DESCRIPTION**

**ITEM NUMBER: 0302**

**TITLE: EXECUTIVE OFFICER, ARBORETUM UC (R10)**

**DEFINITION:**

Directs the overall operation of the Los Angeles County Arboretum and Botanic Garden for the Department of Parks and Recreation and functions as departmental liaison to the Los Angeles Arboretum Foundation. All duties and responsibilities are carried out in accordance with the terms set forth in the County of Los Angeles and Los Angeles Arboretum Foundation, Inc. Operating Agreement.

**STANDARDS:**

The one managerial position allocable to this class is assigned to oversee the Los Angeles County Arboretum and Botanic Garden (Arboretum) and reports to the Director of Parks and Recreation. The position may work under the direction of a Regional Operations Manager, Parks and Recreation for technical support. The position directs, through subordinate managers, the daily operations of the Arboretum, which is jointly operated by the Department of Parks and Recreation (Department) and the Los Angeles Arboretum Foundation, Inc. (Foundation). The position requires executive-level knowledge of operations, marketing, and public relations related to facility and venue management.

**EXAMPLES OF DUTIES:**

Through subordinate managers, directs, plans, assigns, and evaluates the public programs and the horticulture, operations, and maintenance activities of the Arboretum.

Directs the educational programs, community programs, and events conducted by the Arboretum.

Develops operational policies and procedures for the Arboretum.

Prepares and updates plans for improvements to the Arboretum and enhancement of its collections and programs. Directs the revenue-generating programs of the Arboretum, including admissions, food and beverage services, rental event, festivals, and other concessionaires.

Directs Arboretum communications and marketing and projects a positive public image as an Arboretum representative when working with local and national media, community groups, institutional and professional organizations, and individual community members to promote and support Arboretum programs, highlight featured exhibits, increase attendance, and other matters.

Prepares multi-year budgets and meets with leaders of the Foundation and the Department to collaboratively develop plans for future growth and advancement of the Arboretum.



## **EXECUTIVE OFFICER, ARBORETUM (UC)**

**Page 2**

### **MINIMUM REQUIREMENTS:**

Training and Experience:

#### **OPTION I:**

Graduation from an accredited college with a Bachelor's Degree in botany, business, fine arts, horticulture, museum studies, public administration or a related field -AND- Three (3) years of executive leadership experience in the operation of a botanical garden, museum, other environmental non-profit or related organization.

-OR-

#### **OPTION II:**

Graduation from an accredited college with a Bachelor's Degree in botany, business, fine arts, horticulture, museum studies, public administration, or a related field -AND- Five (5) years of senior management experience assisting executive leadership in the operation of a botanical garden, museum, or other environmental non-profit or related organization.

### **DESIRABLE QUALIFICATIONS:**

#### **LICENSE:**

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

#### **PHYSICAL CLASS:**

2 – Light.

Date approved:

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	1/29/2025	
<b>BOARD MEETING DATE</b>	2/18/2025	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Department of Human Resources (DHR)	
<b>SUBJECT</b>	Approval of Countywide Recruitment Marketing Campaign Services	
<b>PROGRAM</b>	Strategic Workforce Hiring & Planning, Strategic Hiring	
<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	
<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>	N/A	
<b>COST &amp; FUNDING</b>	Total cost: \$ 468,000	Funding source: DHR received a Productivity Investment Fund (PIF) grant for \$468,000. There is no impact to Net County Cost.
	TERMS (if applicable): The term of the contract will be effective February 18, 2025, through February 17, 2027, with a one-year option period, for a maximum total Contract term of three years.	
	Explanation: DHR received a one-time PIF grant for these services	
<b>PURPOSE OF REQUEST</b>	The purpose of the recommendation will enable DHR to contract with 9th Wonder Global, LLC which will provide Recruitment Marketing Campaign Services that speak to external candidates while also assisting the County of Los Angeles (County) in promoting jobs to internal current employees.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The services will include: developing a countywide brand that is dedicated to driving potential job candidates to seek further information about County employment opportunities, establishing a recruitment brand that speaks to external candidates as well as internal, current County employees who may be well-suited or interested in other jobs within the County, identifying and developing concepts, creating and testing ads through omnichannel sources (digital, live, social media, etc.), and using data analytics to define the most successful tools and resources.	
<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: The recommended actions support the County's Strategic Plan North Star 1 – Making Investments that Transform Lives, Focus Area B – Employment and Sustainable Wages, Strategy 2 Job Preparation.	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: •Johan Julin, Assistant Director• (213) 738-2006 • <a href="mailto:jjulin@hr.lacounty.gov">jjulin@hr.lacounty.gov</a>	



# COUNTY OF LOS ANGELES DEPARTMENT OF HUMAN RESOURCES

## HEADQUARTERS

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

## BRANCH OFFICE

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

**LISA M. GARRETT**  
DIRECTOR OF PERSONNEL

February 18, 2025

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 CONTRACT FOR COUNTYWIDE RECRUITMENT MARKETING CAMPAIGN SERVICES (ALL DISTRICTS - 3 VOTES)**

#### **SUBJECT**

The Department of Human Resources (DHR) requests the County of Los Angeles (County) Board of Supervisors (Board) approval to execute a contract with 9<sup>th</sup> Wonder Global, LLC (9<sup>th</sup> Wonder) which will provide Recruitment Marketing Campaign Services that include developing a countywide brand dedicated to establishing a recruitment brand that speaks to external candidates as well as internal, current County employees. An important goal of this work is to raise awareness of the County as an employer of choice and promoting the County as providing top-tier employment opportunities. This contract will be funded using a Productivity Investment Fund (PIF) grant awarded to DHR by the Quality and Productivity Commission (QPC).

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

1. Delegate the authority to the Director of Personnel, or designee, to execute a contract, similar to Attachment A, with 9<sup>th</sup> Wonder to provide Recruitment Marketing Campaign Services to develop a countywide brand that is dedicated to establishing a recruitment brand. The term of the contract will be effective February 18, 2025, through February 17, 2027, with a one-year option period, for a maximum total contract term of three years.
2. Delegate the authority to the Director of Personnel, or designee, to execute a one-year extension option, and any non-substantive changes, as well as add or change the terms and conditions required by the Board pursuant to the provisions of

*To Enrich Lives Through Effective and Caring Service*

the contract, provided that: a) County Counsel approval as to form is obtained; and b) DHR notifies the Board and the Chief Executive Office, in writing, within ten (10) business days after execution.

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

The County has over 110,000 employees in 39 distinct departments that provide a broad range of services to County residents. DHR currently provides assessment services for any County department that requires assistance in fulfilling its staffing needs but does not actively conduct recruitment campaigns on a countywide basis for classified positions.

As America's Best Large Employers per Forbes in 2015, 2016, 2018, 2019, and 2022, we continue to look for new and innovative ways to brand the County as a premier employer. As such, it is beneficial for the County to establish a countywide identity as a top-tier employer, identify and implement the newest and most effective recruitment techniques, attract new talent to the County, reduce attrition and hiring time, and re-recruit and engage current County talent.

The recommended contract with 9<sup>th</sup> Wonder will provide Recruitment Marketing Campaign Services to the County that speaks to external candidates while also assisting the County in promoting jobs and continued employment by current employees.

The services will include: developing a countywide brand that is dedicated to driving potential job candidates to seek further information about County employment opportunities, establishing a recruitment brand that speaks to external and internal candidates who may be well-suited or interested in other jobs within the County, identifying and developing concepts, creating and testing ads through omnichannel sources (digital, live, social media, etc.), and using data analytics to define the most successful tools and resources.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The recommended actions support the County's Strategic Plan North Star 1 – Making Investments that Transform Lives, Focus Area B – Employment and Sustainable Wages, Strategy 2 Job Preparation, by establishing a countywide identity as an employer, identifying the newest recruitment techniques and measuring success, attracting new talent to the County, reducing attrition and hiring time, and re-recruiting and engaging current County talent, thereby facilitating DHR support initiatives, projects, and partnerships that generate employment opportunities.

### **FISCAL IMPACT/FINANCING**

The total contract sum is \$468,000 and is fully funded by a PIF grant from the QPC that DHR was awarded to support a countywide branding message for employment. There is no impact to net County cost.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

This contract with 9<sup>th</sup> Wonder includes all required Board provisions and has been approved as to form by County Counsel.

The department has evaluated and determined that this is not a Proposition A contract and therefore the Living Wage Program (County Code Section 2.121) does not apply to the recommended contract.

**CONTRACTING PROCESS**

A Request for Proposal (RFP) was released on May 13, 2024, for Countywide Recruitment Marketing Campaign Services. The RFP announcement was posted on the Internal Services Department contracting website.

Five proposals were received by the due date. All five proposers met the minimum requirements and were subsequently reviewed and evaluated by representatives of Mental Health, the Sheriff's Department, and DHR's Talent Management and Countywide Talent Assessment Divisions.

The proposal submitted by 9<sup>th</sup> Wonder was the most overall qualified, responsive, responsible, and in the best interest of the County.

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

The approval of this contract will not have any significant impact on the Department's service delivery.

Respectfully submitted,

LISA M. GARRETT  
Director of Personnel

LMG:RC:JJ  
JAB:WM:gc

Attachment

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



**CONTRACT BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**9<sup>th</sup> WONDER GLOBAL, LLC**

**FOR COUNTYWIDE MARKETING RECRUITMENT CAMPAIGN  
SERVICES**

## TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
<b>RECITALS</b> .....	<b>1</b>
<b>1.0 APPLICABLE DOCUMENTS</b> .....	<b>2</b>
<b>2.0 DEFINITIONS</b> .....	<b>2</b>
2.1 Standard Definitions .....	2
<b>3.0 WORK</b> .....	<b>3</b>
<b>4.0 TERM OF CONTRACT</b> .....	<b>3</b>
<b>5.0 CONTRACT SUM</b> .....	<b>4</b>
5.1 Total Contract Sum .....	4
5.2 Written Approval for Reimbursement .....	4
5.3 Notification of 75% of Total Contract Sum.....	4
5.4 No Payment for Services Provided Following Expiration-Termination of Contract.....	5
5.5 Invoices and Payments .....	5
5.6 Intentionally Omitted .....	6
5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer .....	6
<b>6.0 ADMINISTRATION OF CONTRACT - COUNTY</b> .....	<b>6</b>
6.1 County’s Administration .....	6
6.2 County’s Project Director.....	6
6.3 County’s Project Manager .....	7
6.4 County’s Project Monitor .....	7
<b>7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR</b> .....	<b>7</b>
7.1 Contractor’s Administration .....	7
7.2 Contractor’s Project Manager.....	7
7.3 Approval of Contractor’s Staff .....	7
7.4 Contractor’s Staff Identification .....	8
7.5 Background and Security Investigations .....	8
7.6 Confidentiality.....	8
<b>8.0 STANDARD TERMS AND CONDITIONS</b> .....	<b>9</b>
8.1 Amendments .....	9
8.2 Assignment and Delegation/Mergers or Acquisitions .....	10
8.3 Authorization Warranty.....	10

## TABLE OF CONTENTS

<b><u>PARAGRAPH</u></b>	<b><u>PAGE</u></b>
8.4 Budget Reductions.....	10
8.5 Complaints .....	11
8.6 Compliance with Applicable Laws.....	11
8.7 Compliance with Civil Rights Laws.....	12
8.8 Compliance with the County’s Jury Service Program.....	12
8.9 Conflict of Interest .....	14
8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List.....	14
8.11 Consideration of Hiring GAIN/START Participants.....	15
8.12 Contractor Responsibility and Debarment.....	15
8.13 Contractor’s Acknowledgement of County’s Commitment to Safely Surrendered Baby Law .....	17
8.14 Contractor’s Warranty of Adherence to County’s Child Support Compliance Program .....	17
8.15 County’s Quality Assurance Plan .....	18
8.16 Intentionally Omitted .....	18
8.17 Employment Eligibility Verification.....	18
8.18 Counterparts and Electronic Signatures and Representations.....	18
8.19 Fair Labor Standards .....	19
8.20 Force Majeure .....	19
8.21 Governing Law, Jurisdiction, and Venue .....	20
8.22 Independent Contractor Status .....	20
8.23 Indemnification .....	20
8.24 General Provisions for all Insurance Coverage.....	20
8.25 Insurance Coverage.....	24
8.26 Liquidated Damages .....	26
8.27 Most Favored Public Entity.....	27
8.28 Nondiscrimination and Affirmative Action.....	27
8.29 Non Exclusivity.....	29
8.30 Notice of Delays .....	29
8.31 Notice of Disputes .....	29



## TABLE OF CONTENTS

<b><u>PARAGRAPH</u></b>	<b><u>PAGE</u></b>
8.32 Notice to Employees Regarding the Federal Earned Income Credit .....	29
8.33 Notice to Employees Regarding the Safely Surrendered Baby Law .....	29
8.34 Notices .....	30
8.35 Prohibition Against Inducement or Persuasion.....	30
8.36 Public Records Act.....	30
8.37 Publicity.....	30
8.38 Record Retention and Inspection-Audit Settlement.....	31
8.39 Recycled Bond Paper .....	32
8.40 Subcontracting .....	32
8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program.....	33
8.42 Termination for Convenience .....	34
8.43 Termination for Default.....	34
8.44 Termination for Improper Consideration.....	35
8.45 Termination for Insolvency .....	36
8.46 Termination for Non-Adherence of County Lobbyist Ordinance .....	36
8.47 Termination for Non-Appropriation of Funds .....	36
8.48 Validity.....	37
8.49 Waiver .....	37
8.50 Warranty Against Contingent Fees .....	37
8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program .....	37
8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program.....	38
8.53 Time Off for Voting.....	38
8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking .....	38
8.55 Intentionally Omitted .....	38
8.56 Compliance with Fair Chance Employment Hiring Practices.....	38
8.57 Compliance with the County Policy of Equity .....	38
8.58 Prohibition from Participation in Future Solicitation(s) .....	39
8.59 Injury and Illness Prevention Program .....	39

**TABLE OF CONTENTS**

<b><u>PARAGRAPH</u></b>	<b><u>PAGE</u></b>
8.60 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding .....	39
<b>9.0 UNIQUE TERMS AND CONDITIONS .....</b>	<b>39</b>
9.1 Intentionally Omitted .....	39
9.2 Ownership of Materials, Software and Copyright .....	39
9.3 Patent, Copyright and Trade Secret Indemnification .....	40
9.4 Data Destruction .....	41
9.5 Intentionally Omitted .....	42
9.6 Local Small Business Enterprise (LSBE) Preference Program .....	42
9.7 Social Enterprise (SE) Preference Program.....	42
9.8 Disabled Veteran Business Enterprise (DVBE) Preference Program.....	43
9.9 Intentionally Omitted .....	44
9.10 Intentionally Omitted .....	44
9.11 Intentionally Omitted .....	44
9.12 Intentionally Omitted .....	44
9.13 Intentionally Omitted .....	44
<b>10.0 Survival.....</b>	<b>44</b>

**STANDARD EXHIBITS**

- A** Statement of Work and Attachments
- B** Pricing Schedule
- C** Contractor’s Proposed Schedule (Not Attached to Contract)
- D** County’s Administration
- E** Contractor’s Administration
- F** Form Required at the Time of Contract Execution
  - F1-IT** Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement
- G** Safely Surrendered Baby Law

## TABLE OF CONTENTS

### PARAGRAPH

### PAGE

#### UNIQUE EXHIBITS

<b>H</b>	Forms Required at the Completion of The Contract Involving Intellectual Property Developed-Designed By Contractor
<b>H2</b>	Assignment and Transfer of Copyright
<b>I</b>	Intentionally Omitted
<b>J</b>	Intentionally Omitted
<b>K</b>	Intentionally Omitted

**CONTRACT BETWEEN**  
**COUNTY OF LOS ANGELES,**  
**AND**  
**9<sup>th</sup> WONDER GLOBAL, LLC**  
**FOR**  
**COUNTYWIDE RECRUITMENT MARKETING CAMPAIGN SERVICES**

This Contract (“Contract”) and Exhibits made and entered into this \_\_\_ day of \_\_\_\_\_, \_\_\_ by and between the County of Los Angeles, hereinafter referred to as “County” and 9<sup>th</sup> Wonder Global, LLC hereinafter referred to as “Contractor”.

**RECITALS**

WHEREAS, the County may contract with private businesses for Countywide Recruitment Marketing Campaign Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Countywide Recruitment Marketing Campaign Services; and

WHEREAS, the Board of Supervisors has authorized the Director of Personnel of the Department of Human Resources, pursuant to Government Code Sections 23005 and 31000 , to enter into contracts for such specialized recruitment marketing campaign services.

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

## 1.0 APPLICABLE DOCUMENTS

Exhibits A through K 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 will 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:

- Exhibit A Statement of Work and Attachments
- Exhibit B Pricing Schedule (Not attached to Contract)
- Exhibit C Contractor's Proposed Schedule (Not attached to Contract)
- Exhibit D County's Administration
- Exhibit E Contractor's Administration
- Exhibit F Forms Required at the Time of Contract Execution
- Exhibit G Safely Surrendered Baby Law

### Unique Exhibits:

- Exhibit H Forms Required at Completion of the Contracts Involving Intellectual Property Developed-Designed by the Contractor
- Exhibit I Intentionally Omitted
- Exhibit J Intentionally Omitted
- Exhibit K Information Security and Privacy Requirements

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract will be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

## 2.0 DEFINITIONS

### 2.1 Standard Definitions

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein must be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

**2.1.1 Board of Supervisors or Board:** The Board of Supervisors of the County acting as governing body.

**2.1.2 Contract:** This agreement executed between County 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.

- 2.1.3 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.1.4 Contractor's Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.5 County's Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.1.6 County's Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.1.7 County's Project Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.8 Department:** The County of Los Angeles Department of Human Resources, which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.9 Director:** Director of Personnel of the Department.
- 2.1.10 Effective Date:** The date of execution of this Contract by the Board of Supervisors or its delegate.

### 3.0 WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, goods, 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 will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor must have no claim whatsoever against the County.

### 4.0 TERM OF CONTRACT

- 4.1** This contract is effective upon the date of execution by the Director, or designee, as authorized by the Board of Supervisors (Effective Date). The term of the Contract shall be two (2) years from the date of execution unless sooner terminated or extended, in whole or in part, as provided in this Contract.

- 4.2** The County will have the sole option to extend this Contract term for up to one (1) additional one (1) year period for a maximum total Contract term of three (3) years. Each such extension option may be exercised at the sole discretion of the Director or their designee.

The County maintains a database that tracks/monitors Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

- 4.3** The Contractor must notify Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to Department at the address herein provided in Exhibit D (County's Administration).

## **5.0 CONTRACT SUM**

### **5.1 Total Contract Sum**

- 5.1.1** The Contract Sum shall be the total monetary amount payable by County to Contractor for supplying all tasks, deliverables, goods, services, and other work specified under this Contract. The Contract Sum, including all applicable taxes and authorized by County hereunder, shall not exceed Four Hundred Sixty-Eight Thousand Dollars (\$468,000), as further detailed in Exhibit B (Pricing Schedule), unless modified by an Amendment to this Contract, pursuant to Paragraph 8.1 (Amendments).

- 5.1.2** The Director, or their designee, may request approval or delegated authority from the Board to supplement the initial total contract amount by up to ten percent (10%). The County does not warranty or represent that all, or any portion, of the not-to-exceed contract amount will be authorized, allocated, or expended by the County; nor does the County warranty or represent that it will authorize the selected contractor(s) to perform any work or services of any monetary amount.

### **5.2 Written Approval for Reimbursement**

The Contractor will 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, must not occur except with the County's express prior written approval.

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

The Contractor must 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 must send written notification to Department at the address herein provided in Exhibit D (County's Administration).

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

The Contractor will have no claim against County 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 must immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract will not constitute a waiver of County's right to recover such payment from the Contractor.

**5.5 Invoices and Payments**

**5.5.1** The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Attachments) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract.

**5.5.2** The Contractor's invoices must be priced in accordance with Exhibit B (Pricing Schedule). Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.

**5.5.3** The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

**5.5.4** All invoices under this Contract must be submitted in two (2) copies to the following address:

County of Los Angeles  
Department of Human Resources  
Attention: Administrative Services Division – Fiscal Services  
500 W. Temple Street, Room 585  
Los Angeles, CA 90012

**5.5.5 County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

**5.5.6 Preference Program Enterprises - Prompt Payment Program**

Certified Prompt Payment Enterprises (PPEs) will receive prompt payment for services they provide to County departments. Prompt



payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

## **5.6 Intentionally Omitted**

## **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 will 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 must 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 will supersede this requirement with respect to those payments.

**5.7.4** At any time during the duration of the 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 contracting department(s), will decide whether to approve exemption requests.

## **6.0 ADMINISTRATION OF CONTRACT - COUNTY**

### **6.1 County's Administration**

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D (County's Administration). The County will notify the Contractor in writing of any changes as they occur.

### **6.2 County's Project Director**

The role of the County's Project Director may include:

**6.2.1** Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

**6.2.2** Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

### **6.3 County's Project Manager**

The role of the County's Project Manager is authorized to include:

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

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

The County'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 County in any respect whatsoever.

### **6.4 County's Project Monitor**

The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The County's Project Monitor reports to the County's Project Manager.

## **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **7.1 Contractor's Administration**

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit E (Contractor's Administration). The Contractor will notify the County in writing of any changes as they occur.

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

**7.2.1** The Contractor's Project Manager is designated in Exhibit E (Contractor's Administration). The Contractor must notify the County in writing of any change to Exhibit E (Contractor's Administration), as changes occur.

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

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

County has the absolute right to approve or disapprove 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**

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

#### **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 County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County 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 will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the 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, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor must comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

**7.5.2** 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.

**7.5.3** These terms will also apply to subcontractors of County contractors.

**7.5.4** Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will 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 must 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, County policies concerning information technology security and the protection of confidential records and information.

**7.6.2** Contractor must indemnify, defend, and hold harmless County, 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, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will 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 County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

**7.6.4** Contractor must sign and adhere to the provisions of Exhibit F1-IT (Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement).

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

**8.1.1** For any change which affects the scope of work, contract term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the Contractor and by the Director or their designee.

**8.1.2** The County's Board or 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 County reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such changes, an amendment to the Contract must be prepared and executed by the Contractor and by the Director or their designee.

**8.1.3** The Director or their designee may at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to the Contract must

be prepared and executed by the Contractor and by the DHR Director of Personnel or their designee.

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

**8.2.1** The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

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

**8.2.3** Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, 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 without County's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

## **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 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 County 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 will also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor must continue to provide all of the services set forth in this Contract.

## **8.5 Complaints**

The Contractor must develop and maintain operating procedures for receiving, investigating and responding to complaints.

### **8.5.1 Complaint Procedures**

- Within ninety (90) business days after the Effective Date, the Contractor must provide the County with the Contractor's procedures for receiving, investigating and responding to user complaints.
- The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.
- If the County requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within five (5) business days for County approval.
- If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to the County for approval before implementation.
- The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- Copies of all written responses must be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

## **8.6 Compliance with Applicable Laws**

**8.6.1** In the performance of this Contract, Contractor must 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 must indemnify, defend, and hold harmless County, 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, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will 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 County in doing so. Contractor will 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 County without County's prior written approval.

## **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 will, 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. Additionally, Contractor certifies to the County:

- 8.7.1** That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.7.2** That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.7.3** That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.7.4** 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.

## **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](#).

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

- Unless the Contractor has demonstrated to the County'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 must have and adhere to a written policy that provides that its Employees will 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.
- 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 County, 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 County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the Contract.
- If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor must immediately notify the County 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 must immediately



implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County'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.

- Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County 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, will 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 will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

**8.9.2** The Contractor must 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 must immediately make full written disclosure of such facts to the County. Full written disclosure must 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 will be a material breach of this Contract.

## **8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List**

Should the Contractor require additional or replacement personnel after the Effective Date to perform the services set forth herein, the Contractor must 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/START Participants**

**8.11.1** Should the Contractor require additional or replacement personnel after the Effective Date, the Contractor will 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 the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: [gainstart@dpss.lacounty.gov](mailto:gainstart@dpss.lacounty.gov) and [BSERVICES@OPPORTUNITY.LACOUNTY.GOV](mailto:BSERVICES@OPPORTUNITY.LACOUNTY.GOV) and DPSS will refer qualified GAIN/START job candidates.

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

## **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 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**

- If there is evidence that the Contractor may be subject to debarment, the Department 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.
- The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will 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 Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- 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 will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 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 fide 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.
- 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 will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

- The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will 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 will 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 poster, Exhibit G (Safely Surrendered Baby Law) 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 <https://lacounty.gov/residents/family-services/child-safety/safely-surrender/>.

#### **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 will during the term of this Contract, maintain 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 will 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 County's Quality Assurance Plan**

The County 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 County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

#### **8.16 Intentionally Omitted**

#### **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 must 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 must retain all such documentation for all covered employees for the period prescribed by law.

**8.17.2** The Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County 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 Counterparts and Electronic Signatures and Representations**

This Contract may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Contract. The facsimile, email or electronic signature of the parties will be deemed

to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic 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 (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to amendments to this Contract.

### **8.19 Fair Labor Standards**

The Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the 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 County may be found jointly or solely liable.

### **8.20 Force Majeure**

**8.20.1** Neither party will 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 will 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 will 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 will 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 will be exclusively in the County.

## **8.22 Independent Contractor Status**

**8.22.1** This Contract is by and between the County and the Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

**8.22.2** The Contractor will 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 County will 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 County. The Contractor will 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 must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

## **8.23 Indemnification**

The Contractor must 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 and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

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

**8.24.1** Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to

this Contract have been met, Contractor must 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 County 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 County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor’s General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates must be provided to County not less than ten (10) days prior to Contractor’s policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.
- Certificates must 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 must match the name of the contractor identified as the contracting party in this Contract. Certificates must 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 County required endorsement forms.
- Neither the County’s failure to obtain, nor the County’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), will be construed as a waiver of any of the Required Insurance provisions.



- Certificates and copies of any required endorsements must be sent to:

County of Los Angeles  
Department of Human Resources  
500 W. Temple Street, Room 585  
Los Angeles, CA 90012  
Attention: Administrative Services, Contracts Unit  
or  
[DHRSollicitations@hr.lacounty.gov](mailto:DHRSollicitations@hr.lacounty.gov)

- Contractor also must promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also must promptly notify County 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 County.

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

The County, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) must 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 County. County and its Agents additional insured status will apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also must apply to the County and its Agents as an additional insured, even if they exceed the County'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 must provide County with, or Contractor's insurance policies must contain a provision that County will 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 must be provided to County 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 County, upon which the County 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 will constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County 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 must be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

**8.24.7 Contractor's Insurance Must Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, must be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage must 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 County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor must 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 must include all subcontractors as insureds under Contractor's own policies or must provide County with each subcontractor's separate evidence of insurance coverage. Contractor will be responsible for verifying each subcontractor complies with the Required Insurance provisions herein and must require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor must obtain County'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 will not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond must 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 must precede the Effective Date. Contractor understands and agrees it will 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 must 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 County 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 County and its Agents must be designated as an Additional Covered Party under any approved program.

#### **8.24.15 County Review and Approval of Insurance Requirements**

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

### **8.25 Insurance Coverage**

**8.25.1 Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County 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 must 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), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County 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. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

**8.25.4 Unique Insurance Coverage**

- **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 must maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

- **Technology Errors & Omissions Insurance**

Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification; (7)

training services relating to computer software or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$10 million.

- **Cyber Liability Insurance**

The Contractor must secure and maintain cyber liability insurance coverage with limits of \$2 million per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

## **8.26 Liquidated Damages**

**8.26.1** If, in the judgment of the Director, or their designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or their designee, at their option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or their designee, in a written notice describing the reasons for said action.

**8.26.2** If the Director, or their designee, determines that there are deficiencies in the performance of this Contract that the Director, or their designee, deems are correctable by the Contractor over a certain time span, the Director, or their designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the

Contractor fail to correct deficiencies within said time frame, the Director, or their designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, or as specified in Attachment 2 (Performance Requirements Summary (PRS)) Chart of Exhibit A (Statement of Work and Attachments) hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

- 8.26.3** The action noted in Paragraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.26.4** This Paragraph must not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## **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 must be immediately extended to the County.

## **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 will 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** Contractor certifies to the County each of the following:

- That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 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.

**8.28.3** The Contractor must 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 must 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 will comply with all applicable Federal and State laws and regulations to the end that no person will, 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 will allow County 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 County.

**8.28.7** If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County 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 will constitute a finding by the County 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 County will, 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 will be construed as creating any exclusive arrangement with the Contractor. This Contract will not restrict County 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 must, 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 must bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director or designee will resolve it.

### **8.32 Notice to Employees Regarding the Federal Earned Income Credit**

The Contractor must notify its employees, and will 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 must 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 must notify and provide to its employees, and will 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 G (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.



### **8.34 Notices**

All notices or demands required or permitted to be given or made under this Contract must be in writing and will be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D (County's Administration) and E (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director or designee will have the authority to issue all notices or demands required or permitted by the County under this Contract.

### **8.35 Prohibition Against Inducement or Persuasion**

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party will 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 County'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 County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 et seq.](#) (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

### **8.37 Publicity**

**8.37.1** The Contractor must 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 County will not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor must develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director.

**8.37.2** The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County, provided that the requirements of this Paragraph 8.37 (Publicity) will apply.

### **8.38 Record Retention and Inspection-Audit Settlement**

**8.38.1** The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, will 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, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside of Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County 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 must 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 will 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 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

**8.38.4** If, at any time during the term of this Contract or within five (5) 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 County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference must be either: a) repaid by the Contractor to the County 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 County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

### **8.39 Recycled Bond Paper**

Consistent with the Board 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 approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

**8.40.2** If the Contractor desires to subcontract, the Contractor must provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor.
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

**8.40.3** The Contractor must indemnify, defend, and hold the County 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 will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5** The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.40.6** The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.
- 8.40.7** The Contractor will 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 County's consent to subcontract.
- 8.40.8** The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor must ensure delivery of all such documents to:

County of Los Angeles  
Department of Human Resources  
500 W. Temple Street, Room 585  
Los Angeles, CA 90012  
Attention: Administrative Services, Contracts Unit  
or  
[DHRSollicitations@hr.lacounty.gov](mailto:DHRSollicitations@hr.lacounty.gov)

**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) will 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 will be grounds upon which the County 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 County, in its sole discretion, to be in its best interest. Termination of work hereunder will 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 will 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 County, the Contractor must:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as would not have been terminated by such notice.

**8.42.3** All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract must 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 County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- 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 five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

**8.43.2** In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The

Contractor will 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 will 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 County 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 will 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 County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County 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 will 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 County provided in this Paragraph 8.43 (Termination for Default) will 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 County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County will be entitled to pursue the same

remedies against the Contractor as it could pursue in the event of default by the Contractor.

**8.44.2** The Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.

**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:

- Insolvency of the Contractor. The Contractor will 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;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

**8.45.2** The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) will 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, must 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 will constitute a material breach of this Contract, upon which the County 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 County will not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board appropriates funds for this Contract in the County's Budget for each such

future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will 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 will not be affected thereby.

#### **8.49 Waiver**

No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 will 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 County will 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" will 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 will be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

**8.53 Time Off for Voting**

The Contractor must notify its employees and must 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 must 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 County will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County 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 will 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 Hiring Practices**

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County 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.

#### **8.58 Prohibition from Participation in Future Solicitation(s)**

A Proposer, or a Contractor or its subsidiary or subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract.

#### **8.59 Injury and Illness Prevention Program**

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

#### **8.60 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding**

Pursuant to [Government Code Section 84308](#), Contractor and its subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

### **9.0 UNIQUE TERMS AND CONDITIONS**

#### **9.1 Intentionally Omitted**

#### **9.2 Ownership of Materials, Software and Copyright**

**9.2.1** County will 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, must execute all documents necessary to assign and transfer to, and vest in the County 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.

**9.2.2** During the term of this Contract and for five (5) years thereafter, the Contractor must maintain and provide security for all of the Contractor's working papers prepared under this Contract. County will 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.

**9.2.3** 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 County's Project Manager as proprietary or confidential, and must be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

**9.2.4** The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.

**9.2.5** Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under subparagraph 9.2.4 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 9.2.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

### **9.3 Patent, Copyright and Trade Secret Indemnification**

**9.3.1** The Contractor must indemnify, hold harmless and defend County 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. County will inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and will support the Contractor's defense and settlement thereof.

**9.3.2** 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 County'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 County's continued use of the system is not materially impeded, must either:

- Procure for County 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.

**9.3.3** The Contractor will 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.

#### **9.4 Data Destruction**

Contractor(s) that have maintained, processed, or stored the County 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 County must receive within ten (10) business days, a signed document from Contractor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and/or indecipherable.

Contractor(s) must certify that any County 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. Contractor(s) must provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or indecipherable.

## **9.5 Intentionally Omitted**

### **9.6 Local Small Business Enterprise (LSBE) Preference Program**

**9.6.1** This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in [Chapter 2.204 of the Los Angeles County Code](#).

**9.6.2** The Contractor will not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.

**9.6.3** The Contractor will not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.

**9.6.4** If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, will:

- Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
- In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and
- Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

### **9.7 Social Enterprise (SE) Preference Program**

**9.7.1** This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in [Chapter 2.205 of the Los Angeles County Code](#).

**9.7.2** Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.

**9.7.3** Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.

**9.7.4** If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor will:

- Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
- In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
- Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

## **9.8 Disabled Veteran Business Enterprise (DVBE) Preference Program**

**9.8.1** This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in [Chapter 2.211 of the Los Angeles County Code](#).

**9.8.2** Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.

**9.8.3** Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.

**9.8.4** If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor will:

- Pay to the County any difference between the contract amount and what the County’s costs would have been if the contract had been properly awarded;
- In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
- Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this Contract, the above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

**9.9 Intentionally Omitted**

**9.10 Intentionally Omitted**

**9.11 Intentionally Omitted**

**9.12 Intentionally Omitted**

**9.13 Intentionally Omitted**

## **10.0 Survival**

In addition to any terms and conditions of this Contract that expressly survive expiration or termination of this Contract by their terms, the following provisions will survive the expiration or termination of this Contract for any reason:

Paragraph 1.0 Applicable Documents

Paragraph 2.0 Definitions

Paragraph 3.0 Work

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


Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Law
Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage
Paragraph 8.26	Liquidated Damages
Paragraph 8.34	Notices
Paragraph 8.38	Record Retention and Inspection-Audit Settlement
Paragraph 8.42	Termination for Convenience
Paragraph 8.43	Termination for Default
Paragraph 8.48	Validity
Paragraph 8.49	Waiver
Paragraph 8.58	Prohibition from Participation in Future Solicitation
Paragraph 8.60	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
Paragraph 9.2	Ownership of Materials, Software and Copyright
Paragraph 9.3	Patent, Copyright and Trade Secret Indemnification
Paragraph 10.0	Survival



IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract 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, the day and year first above written.

**CONTRACTOR**

( 9thWonder Global, dba Gravity Global

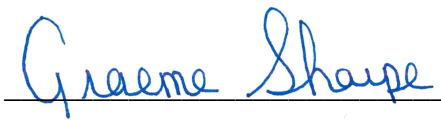
) By  Nate Esser  
Name  
CFO-US  
Title

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_  
LISA M. GARRETT  
Director of Personnel  
Department of Human Resources

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By  \_\_\_\_\_  
Graeme E. Sharpe  
Senior Deputy County Counsel

# **EXHIBIT A**

## **STATEMENT OF WORK AND ATTACHMENTS**

## TABLE OF CONTENTS

<b><u>PARAGRAPH</u></b>	<b><u>PAGE</u></b>
<b>1.0 SCOPE OF WORK</b> .....	<b>1</b>
<b>2.0 INTENTIONALLY OMITTED</b> .....	<b>1</b>
<b>3.0 QUALITY CONTROL</b> .....	<b>1</b>
<b>4.0 QUALITY ASSURANCE PLAN</b> .....	<b>2</b>
4.1 Monthly Meetings .....	2
4.2 Contract Discrepancy Report .....	2
4.3 County Observations.....	2
<b>5.0 DEFINITIONS</b> .....	<b>2</b>
<b>6.0 RESPONSIBILITIES</b> .....	<b>3</b>
<b>COUNTY</b> .....	<b>3</b>
6.1 Personnel.....	3
<b>CONTRACTOR</b> .....	<b>3</b>
6.2 Contractor's Project Manager.....	3
6.3 Personnel.....	3
6.4 Uniforms/Identification Badges.....	4
6.5 Materials and Equipment.....	4
6.6 Training .....	4
6.7 Contractor's Office .....	4
<b>7.0 INTENTIONALLY OMITTED</b> .....	<b>4</b>
<b>8.0 INTENTIONALLY OMITTED</b> .....	<b>4</b>
<b>9.0 INTENTIONALLY OMITTED</b> .....	<b>4</b>
<b>10.0 SPECIFIC WORK REQUIREMENTS</b> .....	<b>4</b>
10.1 CAMPAIGN STRATEGY.....	4
10.2 GOOGLE PAID SEARCH AND SOCIAL MEDIA.....	6
10.3 ONGOING DIGITAL MEDIA CAMPAIGN OPTIMIZATION .....	6
10.4 REPORTING AND METRICS .....	7
10.5 WORK TIMELINE .....	8
<b>11.0 DELIVERABLES</b> .....	<b>8</b>
<b>12.0 GREEN INITIATIVES</b> .....	<b>9</b>
<b>13.0 PERFORMANCE SUMMARY</b> .....	<b>9</b>

## TABLE OF CONTENTS

### PARAGRAPH

### PAGE

#### **SOW ATTACHMENTS**

- 1 Contract Discrepancy Report (CDR)
- 2 Performance Requirements Summary (PRS)

# STATEMENT OF WORK (SOW)

## 1.0 SCOPE OF WORK

Contractor shall establish and conduct a Countywide recruitment marketing campaign based on the engagement of County stakeholders, including but not limited to hiring managers and employees, and external candidates, to identify and define the County employee value proposition of what makes the County an attractive employer. The contractor will be responsible for the following:

- 1) Developing a Countywide brand that is dedicated to fostering connections between current County employees and the public, driving them to seek further information about Los Angeles County employment opportunities it has to offer. This brand personality should convey a sense of identity, pride, and greatness.
- 2) Establishing a recruitment brand that speaks to external candidates as well as internal (current) Los Angeles County employees who may be well-suited or interested in other jobs within the County. This will be an ongoing brand campaign for the County to use for the next three to five years.
- 3) Identifying and developing concepts and creating and testing ads through omnichannel sources (digital, live, social media, etc.).
- 4) Using data analytics to define the most successful tools and resources. Examples of data include but are not limited to measuring engagement, clicks through applications, number of hires, proportion of vacancies filled, time to hire, and reduction in attrition during the campaign.
- 5) Providing all work materials created for the recruitment marketing campaign to the County at the conclusion of the Contract for the County's sole and exclusive use.

## 2.0 INTENTIONALLY OMITTED

## 3.0 QUALITY CONTROL

The Contractor must, within thirty (30) days of contract execution, establish and maintain a Quality Control Plan to assure that requirements of this Contract are met. The plan must be submitted to the County's Project Monitor (CPM) for review. The plan shall include, but not be limited to, the following:

- 3.1 The methods for assuring and verifying that Contractor staff are qualified and properly trained to perform the services required under the agreement and that they comply with applicable continuing education requirements;
- 3.2 A system for monitoring compliance with all the services listed in this Exhibit A – Statement of Work. It must specify the activities inspected or audited on a scheduled or unscheduled basis, how often inspections or audits will be accomplished, and the title of the individual(s) who will perform the inspection or audit.

- 3.3 The methods for identifying and correcting deficiencies and preventing further deficiencies in the quality of service performed under the contract if the performance level becomes unacceptable.
- 3.4 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, must be provided to the County upon request. Contractors must also submit inspection reports to the CPM within thirty (30) days following each inspection.

## **4.0 QUALITY ASSURANCE PLAN**

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in the Contract, Paragraph 8.15 (County's Quality Assurance Plan).

### **4.1 Meetings with County**

Contractor is required to attend monthly meetings as scheduled. Contractor's Project Manager or alternate must be available to attend meetings throughout the year at times and places convenient to the County upon the County's request, without additional cost to the County.

### **4.2 Contract Discrepancy Report (Attachment 1 of this Exhibit A)**

Verbal notification of a Contract discrepancy will be made to the Contract Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County's Project Monitor (CPM) will determine whether a formal Contract Discrepancy Report (CDR) shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the CPM within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR shall be submitted to the CPM within ten (10) business days.

### **4.3 County Observations**

In addition to departmental contracting staff, other County 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.

## **5.0 DEFINITIONS**

The following definitions apply to this Statement of Work describing the major responsibilities and duties of the County and the Contractor.

- 5.1 Retrofencing:** Allows advertisers to retroactively serve ads to consumers who had visited or interacted with the County website and social media accounts 1, 3, 6, or 12 months in the past.

## **6.0 RESPONSIBILITIES**

The County's and the Contractor's responsibilities are as follows:

### **COUNTY**

#### **6.1 Personnel**

The County will administer the Contract according to the Contract, Paragraph 6.0 (Administration of Contract – County). Specific duties will include:

- 6.1.1** Monitoring the Contractor's performance in the daily operation of this Contract.
- 6.1.2** Providing direction to the Contractor in areas relating to policy, information and procedural requirements.

### **CONTRACTOR**

#### **6.2 Contractor's Project Manager**

- 6.2.1** Contractor shall provide a full-time Project Manager or designated alternate. Contractor shall provide a telephone number and email where the Project Manager may be reached Monday through Friday, 8:00 a.m. to 5:00 p.m.
- 6.2.2** Project Manager must act as a central point of contact with the County.
- 6.2.3** Project Manager must have seven (7) or more years of experience in the management of work requirement in developing a recruitment plan for government agencies similar in size and complexity.
- 6.2.4** Project Manager/alternate must have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Contractor's Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

#### **6.3 Personnel**

- 6.3.1** Contractor shall assign a sufficient number of employees to perform the required work. At least one employee shall be authorized to act for Contractor in every detail and must speak and understand English.
- 6.3.2** Contractor shall be required to background check their employees as set forth in sub-paragraph 7.5 – Background & Security Investigations, of the Contract.

#### **6.4 Uniforms/Identification Badges**

Contractor must ensure their staff are appropriately identified as set forth in Paragraph 7.4 (Contractor's Staff Identification), of the Contract.

#### **6.5 Materials and Equipment**

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor must use materials and equipment that are safe for the environment and safe for use by the employee.

#### **6.6 Training**

**6.6.1** Contractor must provide training programs for all new employees and continuing in-service training for all staff.

**6.6.2** All staff must be trained in their assigned tasks and in the safe handling of equipment. All equipment must be checked daily for safety. All staff must wear safety and protective gear according to OSHA standards.

#### **6.7 Contractor's Office**

Contractor must maintain an office with a telephone in the company's name where Contractor conducts business. The office must be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, 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 must be provided to receive calls. The Contractor must answer calls received by the answering service within one business day of receipt of the call.

### **7.0 INTENTIONALLY OMITTED**

### **8.0 INTENTIONALLY OMITTED**

### **9.0 INTENTIONALLY OMITTED**

## **10.0 SPECIFIC WORK REQUIREMENTS**

### **10.1 CAMPAIGN STRATEGY**

Contractor must build upon past successful digital campaigns through the introduction of new strategies to drive current County employees and the public to seek further information about Los Angeles County employment opportunities. This brand personality should convey a sense of identity, pride, and greatness.



Contractor must utilize online platform reporting tools as well as third-party quality assurance software, ensure that all digital advertising efforts are being optimized (audience targeting, geo-specificity, keyword selection, creative assets, placement location, etc.).

Implementation methodology should include, but not be limited to, the following :

- Stakeholder interviews to understand requirements, challenges, and goals;
- Focus groups to research the current standing of the County brand;
- Develop various strategies such as brand strategy, business strategy, content strategy, etc.;
- Campaign design focused on clear Key Performance Indicators (KPIs) tailored to program objectives;
- Phased launch to test and refine strategies; and
- Ongoing performance analysis, optimization, and reporting.

**10.1.2.1** Contractor must create a “Media Plan” with the creatives, initial placement strategy, and roll-out schedule for the various search engine and social media accounts.

**10.1.2.2** Contractor must utilize candidate profiles and identify corresponding target demographic populations and key advertising markets, including but not limited to, those who face barriers to employment, and also match candidates with suitable jobs. This would include a candidate’s skills, backgrounds, needs, and potential challenges, such as transportation or discrimination.

**10.1.2.3** Contractor must enter into agreements to run ad campaigns (insertion orders) on the specific advertisement platforms desired and send the Department messaging, imagery, and video advertisements to the advertisement platforms.

**10.1.2.4** Contractor must roll out the campaign creative across new platforms as deemed necessary

**10.1.2.5** Contractor must maintain the campaign in the Department's specific media accounts within Meta and Google but limited to those mentioned in Sub-paragraph 10.2.

**10.1.2.6** Contractor must utilize online platform reporting tools as well as third-party quality assurance software, ensure that all digital advertising efforts are being optimized (audience targeting, geo-

specificity, keyword selection, creative assets, placement location, etc.).

## **10.2 GOOGLE PAID SEARCH AND PAID SOCIAL MEDIA**

The overall goal of the paid search and paid social media strategy is a consistent and aggressive refinement of the overall strategy. These adjustments must be made through comparing similar campaigns against each other and implementing the more successful one. The contractor will also utilize current market research and analytics collected from current campaigns. This strategy will ensure that we are using data to refine campaign performance daily. The contractor must create a “Media Plan” with the creatives, initial placement strategy, and roll-out schedule for the various search engine and social media accounts. Digital media buying and execution contractor will continue the media placement process.

**10.2.2** Contractor must create a “Media Plan” with the creatives, initial placement strategy, and roll-out schedule for the various search engine and social media accounts.

**10.2.3** Contractor must maintain the campaign in the Department's specific media accounts within Meta and Google, rolling out the campaign creative across new platforms as deemed necessary including but not limited to:

- LinkedIn
- Google
- Pinterest
- X (formerly known as Twitter)
- Instagram
- Tik Tok

**10.2.4** Contractor must enter into an agreement to run ad campaigns (insertion orders) on the specific advertisement platforms desired.

**10.2.5** Contractor must provide all messaging, imagery, and video advertisements to the advertisement platforms desired, for County approval.

## **10.3 ONGOING DIGITAL MEDIA CAMPAIGN OPTIMIZATION**

**10.3.1** Contractor will continue to use and report on KPIs to optimize the paid media campaign toward high-return ad design, messaging, and placement for the target demographics. The KPIs are based

on “application starts” metrics that reflect the conversion from search engine and social media mediums to NeoGov.

- 10.3.2** Utilizing the analytics implemented throughout NeoGov, Contractor will track the success of each digital advertising medium to drive application starts and will optimize accordingly. The Department will be responsible for providing weekly updates on the number of applications received to fully determine the directional success of the media campaign. This will include all online activity as well as any offline recruiting activity that may contribute to a lift in website traffic and/or application volume.
- 10.3.3** Contractor must develop templates for ads, websites, brochures, and tools to monitor analytics for ads, job boards, and other social media avenues for County’s permanent use.

## **10.4 REPORTING AND METRICS**

Contractor must utilize quality assurance tools to measure the performance of recruitment marketing efforts such as measuring responses (applications and hires) to creatives, advertising platforms, placement, etc. Contractor must perform the following:

- 10.4.1** Increase the number of targeted, diverse, qualified applicants and track how well candidates are matched with jobs. This should quantify the sourced candidates to the general population (application accepted, qualified candidates, etc.).
- 10.4.2** Focus on Return on Ad Spend (ROAS) as a primary driving KPI. ROAS as a primary conversion metric ensures advertising is directed toward high-return ad design, messaging, and placement for the target demographics.
- 10.4.3** Through specific paid advertising efforts, increase the County’s social media following, engagement rate, and presence through enhanced creative and messaging.
- 10.4.4** Create and cultivate a presence across new or underutilized media platforms.
- 10.4.5** Improve the County’s social media presence and creative assets.
- 10.4.6** Determine effectiveness using the metrics identified in the SOW for various recruitment marketing efforts, such as, but not limited to:
  - Identification of which social media platform(s) are most effective.

- Identification of whether/which mission/values message are most effective.
- Determination of whether messaging about benefits and salary is effective.
- Determination of whether and which flexible work schedules and telework schedules are most effective.
- Identification of whether and which professional growth and promotional opportunities messaging are most effective.

**10.4.7** Contractor must provide a dashboard or other tools that provides easy access to the above metrics in real-time to inform constant optimization of all elements. This should include detailed day-to-day data as well as executive summary versions for senior and/or executive management.

**10.4.8** Contractor must provide additional reports of interest utilizing the same data which vary in purpose and tone (e.g., development reports for selected candidates and management reports).

## **10.5 WORK TIMELINE**

Contractor must provide proposed timeframes and targets, approved by the County, associated with each of the following milestones:

1. Assessment of current County practices;
2. Creation of Media Plan (to include a detailed work timeline);
3. Establishment of necessary accounts, including social media;
4. Development and approval of ad campaigns;
5. Rollout of ad campaigns;
6. Revision of ad campaigns;
7. Rollout of revisions;
8. KPI and analytics reporting for feedback loop.

## **11.0 DELIVERABLES**

**11.1** The County Project Manager or designee must work in full partnership with the Contractor on each component of this project; however, it must be the Contractor's sole responsibility to provide the deliverables described in Sections 10.1, 10.2, 10.3, and 10.4 within budget and on schedule as described in Section 10.5.

- 11.2 All tasks, “work products” (deliverables), services or other work performed by the Contractor must be submitted to the County’s Project Manager for approval, prior to services being performed.

## **12.0 GREEN INITIATIVES**

- 12.1 Contractor must use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 12.2 Contractor must notify County’s Project Manager of Contractor’s new green initiatives prior to Contract commencement.

## **13.0 PERFORMANCE REQUIREMENTS SUMMARY**

A Performance Requirements Summary (PRS) Chart, Attachment 2 of this Exhibit A, listing required services and deliverables that will be monitored by the County during the term of this Contract is an important monitoring tool for the County.

All listings of services and deliverables referenced in the PRS Chart 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 or deliverables 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 or deliverable 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.

**STATEMENT OF WORK**  
**ATTACHMENTS**  
**TABLE OF CONTENTS**

Attachments

- 1 CONTRACT DISCREPANCY REPORT
- 2 PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

**CONTRACT DISCREPANCY REPORT**

**TO:** \_\_\_\_\_

**FROM:** \_\_\_\_\_

**DATES:** \_\_\_\_\_

**Prepared:** \_\_\_\_\_

**Returned by Contractor:** \_\_\_\_\_

**Action Completed:** \_\_\_\_\_

**DISCREPANCY PROBLEMS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of County Representative

\_\_\_\_\_

Date

**CONTRACTOR RESPONSE (Cause and Corrective Action):** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Contractor Representative

\_\_\_\_\_

Date

**COUNTY EVALUATION OF CONTRACTOR RESPONSE:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Contractor Representative

\_\_\_\_\_

Date

**COUNTY ACTIONS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CONTRACTOR NOTIFIED OF ACTION:**

County Representative's Signature and Date \_\_\_\_\_

Contractor Representative's Signature and Date \_\_\_\_\_

# PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART



**PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**  
**COUNTYWIDE RECRUITMENT MARKETING CAMPAIGN SERVICES**

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>MONITORING METHOD</b>	<b>DEDUCTIONS/FEEES MAY BE ASSESSED</b>
Contract: Paragraph 7.0 - Administration of Contract - Contractor	Contractor must notify the County in writing of any changes to information on Exhibit E, Contractor's Administration	Inspection & Observation	\$50 per occurrence
Contract: Sub-paragraph 8.38 - Record Retention & Inspection-Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.38	Inspection of files	\$50 per occurrence
Contract: Sub-paragraph 8.40 - Subcontracting	Contractor must obtain County's written approval prior to subcontracting any work.	Inspection & Observation	\$100 per occurrence; possible termination for default of contract
SOW: Paragraph 2 – Quality Control	Contractor must establish and maintain a Quality Control Plan to assure requirements of Contract are met	Inspection and Observation	\$100 per occurrence
SOW: Sub-paragraph 3.1 - Monthly Meetings	Contractor's representative to attend monthly meetings as scheduled.	Attendance	\$50 per occurrence

SOW: Sub-paragraph 3.2 – Contract Discrepancy Report (CDR)	Upon receipt of a CDR, Contractor must respond in writing within five business days and submit correction plan within 10 business days.	Inspection and Observation	\$100 per occurrence
SOW: Sub-paragraph 5.2 – Project Manager	Contractor’s Project Manager must be reachable by telephone and email Monday – Friday 8 a.m. to 5 p.m..	Inspection and Observation	\$100 per occurrence
SOW: Sub-paragraph 5.7 – Contractor’s Office	Contractor’s office must be staffed from 8 a.m. to 5 p.m. Monday through Friday by at least one employee who can respond to inquiries and complaints regarding Contract performance. Key personnel must also be available during these hours.	Inspection and Observation	\$100 per occurrence
SOW: Sub-paragraph 10.1 – Specific Work Requirements	Contractor must create a “Media Plan” with the creatives, initial placement strategy, and roll-out schedule for the various search engine and social media accounts.	Inspection and Observation	\$100 per occurrence
SOW: Sub-paragraph 10.3 – Specific Work Requirements	Contractor must create an agreement to run ad campaigns (insertion orders) on the specific advertisement platforms desired and send the Department messaging, imagery, and video advertisements to the advertisement platforms.	Inspection and Observation	\$100 per occurrence

SOW: Sub-paragraph 10.5 – Specific Work Requirements	Contractor must maintain the campaign in DHR’s specific media accounts within Meta and Google.	Inspection and Observation	\$100 per occurrence
SOW: Sub-paragraph 11.4 – GOOGLE PAID SEARCH AND PAID SOCIAL MEDIA	The contractor must provide all messaging, imagery, and video advertisements to the advertisement platforms desired, for County approval.	Information received from Contractor and County Observation and Approval	\$100 per occurrence
SOW: Sub-paragraph 12.3 – ONGOING DIGITAL MEDIA CAMPAIGN OPTIMIZATION	The contractor must develop templates for ads, websites, brochures, and tools to monitor analytics for ads, job boards, and/or other social media avenues for County’s permanent use.	Inspection and Observation	\$100 per occurrence
SOW: Sub-paragraph 13.7 – REPORTING AND METRICS	Contractor must provide a dashboard or other tools that provides easy access to the metrics listed in this section in real-time to inform constant optimization of all elements. This should include detailed day-to-day data as well as executive summary versions for senior and/or executive management.	Information received from Contractor and County Observation and Approval	\$100 per occurrence

## PRICING SCHEDULE

**CONTRACTOR NAME: 9th Wonder Global, LLC**

<u>Phase</u>	<u>Costs</u>
<b>Develop Marketing Strategy:</b>	
*Strategy Formation	\$40,000.00
*Research/Discovery	\$10,000.00
*Campaign Creation	\$20,000.00
*Data Analytics (Develop tracking and testing mechanisms)	
<u>Sub-Total</u>	\$70,000.00
<b>Develop Media Plan:</b>	
*Social Media	\$63,000.00
*Direct Advertising	\$63,000.00
*Negotiate paid social media and advertising accounts	\$32,700.00
*Maintenance of media accounts in Meta and Google	\$5,000.00
<u>Sub-Total</u>	\$163,700.00
<b>Reporting and Metrics:</b>	
*Develop a tool to measure performance measures based on data analytics	\$8,150.00
*Develop a dashboard and reports based on Key Performance Indicators (KPI's)	\$8,150.00
*On-going subscription, licenses, maintenance, etc.	\$0.00
<u>Sub-Total</u>	\$16,300.00
<u>Contract Subtotal</u>	\$250,000.00
<b>Optional Work:</b>	
Proposed 3rd Party Media Spend for 2 Years	\$218,000.00
<b><u>Contract Sum</u></b>	<b>\$468,000.00</b>

***CONTRACTOR'S PROPOSED SCHEDULE***

***NOT ATTACHED TO CONTRACT***

## COUNTY'S ADMINISTRATION

CONTRACT NO. \_\_\_\_\_

### COUNTY'S PROJECT DIRECTOR:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

### COUNTY'S PROJECT MANAGER:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

### COUNTY'S PROJECT MONITOR:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

## CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: \_\_\_\_\_

CONTRACT NO. \_\_\_\_\_

**CONTRACTOR'S PROJECT MANAGER:**

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

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**CONTRACTOR'S AUTHORIZED OFFICIAL(S):**

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

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

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

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**NOTICES TO CONTRACTOR:**

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

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

## FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

### IT CONTRACTS

F1-IT CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT  
ASSIGNMENT AGREEMENT



**CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name: \_\_\_\_\_ Contract No \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County 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 County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County 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 County work, the County 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 County.

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 County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County'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 County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary 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

**CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT**

disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff must 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 will be the sole property of the County. In this connection, Contractor and Contractor's Staff hereby assign and transfer to the County 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 County, Contractor and Contractor's Staff agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County 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 County will have the right to register all copyrights in the name of the County of Los Angeles and will have the right to assign, license, or otherwise transfer any and all of the County'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: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

# THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

### FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



### ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit [BabySafeLA.org](http://BabySafeLA.org) to learn more.

No shame | No blame | No names

ANY FIRE STATION.  
ANY HOSPITAL.  
ANY TIME.

1.877.222.9723  
[BabySafeLA.org](http://BabySafeLA.org)

THERE'S A BETTER CHOICE.  
SAFELY SURRENDER YOUR BABY.



BabySafeLA.org

No shame | No blame | No names





## FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

## ANSWERS TO YOUR QUESTIONS

### Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

### Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

### What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

### What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

### What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

### How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

### If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

**1.877.222.9723 or BabySafeLA.org**

English, Spanish and 140 other languages spoken.

CONTRACTOR'S ASSIGNMENT AND TRANSFER COPYRIGHT

**FORMS REQUIRE AT THE TIME OF CONTRACT EXECUTION**

H2 CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, \_\_\_\_\_, a \_\_\_\_\_, an individual ("Grantor"), does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to 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 (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating, or related to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment will include, but is not limited to, all prior choses-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

Grantor and Grantee have entered into County of Los Angeles Agreement  
Number \_\_\_\_\_ for Countywide Recruitment Marketing Campaign Servies,  
Dated \_\_\_\_\_.

\_\_\_\_\_  
Grantor's Signature

\_\_\_\_\_  
Date

Grantor's Printed Name: \_\_\_\_\_

Grantor's Position: \_\_\_\_\_

**EXHIBIT I  
INTENTIONALLY OMITTED**



**EXHIBIT J  
INTENTIONALLY OMITTED**

**EXHIBIT K  
INTENTIONALLY OMITTED**

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	1/29/2025	
<b>BOARD MEETING DATE</b>	3/4/2025	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input checked="" type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Department of Public Works, Regional Planning, Fire and Public Health	
<b>SUBJECT</b>	Ten-year three-month lease for 8,574 square feet of office space at 27001 Agoura Road, Suite 250, Calabasas, CA	
<b>PROGRAM</b>	One Stop Shop	
<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: N/A	
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
<b>DEADLINES/ TIME CONSTRAINTS</b>	None	
<b>COST &amp; FUNDING</b>	Total cost: \$4,932,000	Funding source: The rental costs will be funded by each department as follows: PW – 100% Plan Checking and Inspection Fees in PW General Fund; for FIRE – 100% Consolidated Fire District Funds, for DRP – 100 percent net County cost (NCC) and for DPH – 100% Public Health fees. Departments will not be requesting additional NCC for this action.
	<b>TERMS (if applicable):</b> The proposed lease will have an estimated maximum first year base rental cost is \$304,000 but with a 3-month rent abatement of \$76,000, will equal \$228,000, where the landlord will be responsible for all operating expenses, including utilities, janitorial, repair and maintenance to the building. If including TI and low-voltage costs, total 1 <sup>st</sup> year cost is \$801,000.	
	<b>Explanation:</b> The TIs for the proposed lease are expected to be completed in Fiscal Year 2025-26. Future funding for the costs associated with the proposed lease will be requested through the annual budget process for PW, DRP, FIRE and DPH.	
<b>PURPOSE OF REQUEST</b>	Approval of the recommended actions will authorize and provide use of office space for Fire Department, Department of Public Health, Public Works and Regional Planning	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The proposed lease will serve as a replacement for PW, FIRE, DRP and DPH's One Stop Shop which is currently located at 26600 Agoura Road, Calabasas. The landlord at the current site was unwilling to renew the lease because they are selling the property to a residential developer. Upon completion of the TIs and relocation of the program from the existing site, County will terminate this existing lease.	
<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"*

March 4, 2025

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:

**TEN-YEAR THREE-MONTH LEASE  
DEPARTMENT OF PUBLIC WORKS, FIRE DEPARTMENT, DEPARTMENT OF  
REGIONAL PLANNING, AND DEPARTMENT OF PUBLIC HEALTH  
27001 AGOURA ROAD, CALABASAS  
(THIRD DISTRICT) (3 VOTES)**

**SUBJECT**

Approval of a proposed new ten-year three-month lease for 8,574 square feet of office space, and 30 on-site parking spaces as a One Stop Shop for the following departments: Department of Public Works (DPW), Fire Department (Fire), Department of Regional Planning (DRP), and Department of Public Health (DPH).

**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 Lost Hills Office Partners LLC, a California limited liability company (Landlord), for approximately 8,574 square feet of office space, and 30 on-site parking spaces located at 27001 Agoura Road, Suite 250, Calabasas (Premises) to be occupied by DPW, Fire, DRP, and DPH. This proposes a lease for a term of more than ten years, to wit, for a term of ten-years three-months. The estimated maximum first year base rental cost is approximately \$304,000 but with a three-month rent abatement of \$76,000, will equal \$228,000. The estimated total

proposed lease cost is \$4,932,000 over the ten-year three-month term. The rental costs will be funded by each department as follows: DPW – 100 percent by Plan Checking and Inspection Fees in the DPW General Fund; Fire – 100 percent by Consolidated Fire District Funds; DRP – 100 percent by net County cost (NCC) that is already included in DRP's existing budget and; DPH – 100 percent by Public Health fees. DPW, Fire, DRP, and DPH will not be requesting additional NCC for this action.

3. Authorize the Chief Executive Officer, or her designee, to reimburse the Landlord up to \$858,000 for the County's Tenant Improvement (TI) contribution, if paid in lump sum or \$1,020,000 if amortized over five years at 7 percent interest per annum.
4. Authorize the Directors of DPW, DRP, and DPH, and the Fire Chief to contract with and direct the Internal Services Department (ISD), in coordination with the Chief Executive Officer, or her designee, for the acquisition and installation of telephone, data, and low-voltage systems and vendor installation (Low-Voltage Items) at a total cost not to exceed \$369,000, if paid in a lump sum. The cost for the Low-Voltage Items is in addition to the rental costs and County's TI contribution payable to the Landlord.
5. Authorize and direct the Chief Executive Officer, or her designee, to execute any other ancillary documentation necessary to effectuate the terms of the proposed lease, and to take actions necessary and appropriate to implement the proposed lease, including without limitation, exercising any early termination rights or option to extend at fair market rent.

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

DPW, Fire, DRP and DPH's One Stop Shop is currently located at 26600 Agoura Road, Calabasas in 10,346 square feet. The landlord at the current site informed the County that it would not renew a lease with the County because they were planning to sell the property to a residential developer who had plans to convert the site into multi-family housing. The proposed Premises is slightly smaller than the existing site and will be a replacement site for the One Stop Shop. The site is easily accessible and adequately served by public transportation routes.

The One Stop Shop serves as a local regulatory office for building and safety issues, permitting authority, and ordinance enforcement for constituents in the northwestern area of the County. DPW reviews plans, receives submittal of plans, performs plan check and inspections. Fire reviews plans and conducts inspections. DRP operates Coastal Permits and Zoning Enforcement. Coastal Permits provides specialized zoning permit services specific to the needs of unincorporated coastal and unincorporated Santa Monica Mountain areas. Zoning Enforcement also serves the coastal and unincorporated

area of the Santa Monica Mountains. DPH with its Land Use, Solid Waste and Cross Connections programs, helps facilitate the process of obtaining necessary permits and licenses for development projects, private septic system, and water well approvals.

There will be a total of 42 staff at the proposed Premises and 42 workstations. The One Stop Shop requires on-site coverage to provide uninterrupted in-person services at the public counter. Daily on-site coverage is needed for reviewing and accessing confidential files, and plans and records that cannot be accessed remotely. Additionally, due to the interactive nature with the public during plan check, in-person collaboration is also needed between DPW, Fire, DRP, and DPH. Accordingly, teleworking is not a viable option.

### **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. 4 – Guide Strategic Decision Making.

The proposed lease supports the above goals and objective by providing suitable office space for DPW, Fire, DRP, and DPH to work collaboratively with the public in the proposed Premises that is located within their service area.

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

### **FISCAL IMPACT/FINANCING**

The estimated maximum first year base rental cost is \$304,000, which includes parking at no additional cost. The aggregate cost associated with the proposed lease over the entire term, including rent abatement, tenant improvement costs, and Low-Voltage items is \$4,932,000 as shown in Enclosure B-1. The proposed lease costs will be fully funded by each department as follows: DPW – 100 percent by Plan Checking and Inspection Fees in the DPW General Fund; Fire – 100 percent by Consolidated Fire District Funds; DRP – 100 percent by NCC that is already included in DRP’s existing budget and; DPH – 100 percent by Public Health fees. Each department will be responsible for its pro-rata share of the rent equal to: DPW - 40 percent; Fire - 37 percent; DRP - 15 percent, and; DPH - 8 percent. DPW, Fire, DRP and DPH will not be requesting additional NCC for this action.

The TIs for the proposed lease are expected to be completed in Fiscal Year 2025-26. Future funding for the costs associated with the proposed lease will be addressed through the annual budget process for DPW, Fire, DRP, and DPH.

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

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

- The annual rental rate will be \$35.40 per square foot, per year and is subject to fixed annual increases of three percent.
- The Landlord has agreed to three months of rent abatement. The County shall have the option to convert all or any portion of its rental abatement toward an increase in the base TI allowance.
- Total TI costs are expected to be approximately \$1,501,000. The Landlord will provide approximately \$644,000 (\$75 per square foot) base TI allowance.
- The County will reimburse the Landlord up to \$858,000 (\$100 per square foot) as the County's lump sum TI contribution. If the Landlord advances the County's TI contribution, this amount will be amortized over five years with interest at 7 percent for a fully amortized amount not to exceed \$1,020,000.
- The County will pay \$369,000 for the lump sum cost of the Low-Voltage Items.
- The Landlord is responsible for all operating and maintenance costs of the building and all utilities and janitorial costs. The County has no responsibility for any operating and maintenance costs.
- There are 30 on-site parking spaces included in the base rent at no additional cost.
- The proposed lease is for an initial term of ten-years three-months with an option to extend the proposed lease for an additional five years with 180 days' notice prior to the lease expiration date, at fair market rent. If all options are exercised, the total term of the proposed lease would be 15 years three months.
- The County has the one time right to terminate the proposed lease at the end of the 96th month with nine months prior written notice subject to a termination fee not to exceed \$183,000.

- Holdover at the proposed lease expiration is permitted on the same lease terms and conditions for the initial 90 days. After the initial 90 days, base rent at the time of the proposed lease expiration will increase by 25 percent. The Landlord agrees to credit the County all holdover fees paid to the Landlord during the holdover period if the County renews the proposed lease.
- The County shall have the Right of First Offer to lease any available space on the 2nd floor of the building any time prior to the last 12 months of the term.
- The proposed lease will be effective upon approval by the Board and full execution of the proposed lease, but the term and rent will commence 30 days after completion of the tenant improvements by the Landlord and acceptance of the Premises by the County.

The Chief Executive Office (CEO) issued a flyer soliciting proposals for available space from landlords, brokers, and other owner representatives, for this space need, through the Board's Executive Office website and Real Estate's County website and there were no responses received. The CEO conducted a market search of available office space and toured three properties within a five-mile radius of their current facility. 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 \$32.40 and \$37.44 per square foot, per year. The base annual rental rate of \$35.40 per square foot, per year for the proposed lease represents a rate that is within the market range for the area. We were unable to identify any sites that could accommodate this requirement more economically. 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 the One Stop Shop at this location.

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

DPW has inspected the facility and found it suitable for County occupancy. Construction of the TIs will be completed in compliance with relevant building and construction laws and regulations, including the Americans with Disabilities Act. The required notification letter to the City of Calabasas has been sent in accordance with Government Code Section 25351.

County Counsel has reviewed the proposed lease and has 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 provide a suitable office location for DPW, Fire, DRP and DPH's One Stop Shop, which is consistent with the County's Facility Location Policy, adopted by the Board of Supervisors on July 24, 2012, as outlined in Enclosure D.

### **ENVIRONMENTAL DOCUMENTATION**

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

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

The Honorable Board of Supervisors

March 4, 2025

Page 7

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

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

Respectfully submitted,

FESIA A. DAVENPORT  
Chief Executive Officer

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

Enclosures

c: Executive Office, Board of Supervisors  
County Counsel  
Auditor-Controller  
Fire  
Internal Services  
Public Health  
Public Works  
Regional Planning

DEPARTMENT OF PUBLIC WORKS, FIRE, REGIONAL PLANNING AND PUBLIC HEALTH  
27001 AGOURA ROAD, SUITE 250, CALABASAS  
**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>	X		
E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? <sup>2</sup> 3.5/1000 sq. ft. due to property being a multi-tenant office building with no other available parking spaces.		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 enclosed 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?			X
	1. ____ The program clientele requires a "stand alone" facility.			
	2. ____ No suitable County occupied properties in project area.			
	3. ____ No County-owned facilities available for the project.			
	4. ____ Could not get City clearance or approval.			
	5. ____ The Program is being co-located.			
E	Is lease a full-service lease? <sup>2</sup>	X		
F	Has growth projection been considered in space request?	X		
G	<sup>1</sup> Has the Dept. of Public Works completed seismic review/approval?	X		
<sup>1</sup> As adopted by the Board of Supervisors 11/17/98				
<sup>2</sup> If not, why not?				

**OVERVIEW OF THE PROPOSED BUDGETED LEASE COSTS**

27001 Agoura Road, Suite 250 Calabasas  
 Department of Public Works, Fire Department, Department of Regional Planning, Department of Public Health

**Basic Lease Assumptions**

Leased Area (sq.ft.)	8,574	
	<b>Monthly</b>	<b>Annual</b>
Base Rent	\$2.95	\$35.40
Rent Abatement (Months)	3	
Term	10 years 3 months	
Annual Rent Adjustment	3%	

Parking	<b># of Spaces</b>
	30

Tenant Improvement Costs (Reimbursable to Landlord)	<b>Annual</b>			
	<b>Lump Sum</b>	<b>Interest Rate (IR)</b>	<b>Amortized Cost @ 7% IR, 5 Yrs.</b>	<b>Difference</b>
	\$857,400	7%	\$1,018,653	\$161,253

Low Voltage Costs (TESMA Labor & Materials)	<b>Lump Sum</b>
	\$ 368,135

	1 <sup>st</sup> Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year	8th Year	9th Year	10th Year	11th Year (3 months only)	Total 10 Year and 3 month
Annual Base Rent Costs	\$304,000	\$314,000	\$324,000	\$334,000	\$345,000	\$356,000	\$367,000	\$379,000	\$391,000	\$403,000	\$102,000	<b>\$3,619,000</b>
Rent Abatement	(\$76,000)											<b>(\$76,000)</b>
<b>Rent Paid to Landlord</b>	\$228,000	\$314,000	\$324,000	\$334,000	\$345,000	\$356,000	\$367,000	\$379,000	\$391,000	\$403,000	\$102,000	<b>\$3,543,000</b>
TI Allowance (Reimbursable to LL)	\$204,000	\$204,000	\$204,000	\$204,000	\$204,000							<b>\$1,020,000</b>
<b>Total Costs Paid to Landlord</b>	\$432,000	\$518,000	\$528,000	\$538,000	\$549,000	\$356,000	\$367,000	\$379,000	\$391,000	\$403,000	\$102,000	<b>\$4,563,000</b>
Low Voltage Costs	\$369,000											<b>\$369,000</b>
<b>Total Annual Lease Costs</b>	\$801,000	\$518,000	\$528,000	\$538,000	\$549,000	\$356,000	\$367,000	\$379,000	\$391,000	\$403,000	\$102,000	<b>\$4,932,000</b>

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

**DEPARTMENT OF PUBLIC WORKS, FIRE, REGIONAL PLANNING  
AND PUBLIC HEALTH  
SPACE SEARCH – 5 MILE RADIUS  
27001 AGOURA ROAD, CALABASAS**

<b>LACO</b>	<b>Name</b>	<b>Address</b>	<b>Ownership Type</b>	<b>Gross SQFT</b>	<b>Vacant</b>
0076	PW Road - Div #339/539 Yard Office	29773 W Mulholland Hwy Agoura 91301	Owned	2400	No
4414	Los Angeles County Training Center (LACTC)	1301 N Las Virgenes Rd Calabasas 91302	Owned	5781	No

## FACILITY LOCATION POLICY ANALYSIS

**Proposed lease:** Lease for the Department of Public Works, Fire, Regional Planning, and Public Health – 27001 Agoura Road, Suite 250, Calabasas – Third District.

**A. Establish Service Function Category – One Stop Shop.**

**B. Determination of the Service Area –** The proposed lease will allow PW, Fire, DRP, and DPH to continue services located within the northwestern area of the County.

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

- Need for proximity to service area and population: Community need for services in the northwestern area of the County.
- Need for proximity to existing County facilities: **N/A**
- Need for proximity to Los Angeles Civic Center: **N/A**
- Economic Development Potential: **N/A**
- Proximity to public transportation: The location is adequately served by local transit services, i.e., Metro bus 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 that meet PW, FIRE, DRP and DPH space needs.
- Compatibility with local land use plans: The City of Calabasas has been notified of the proposed County use which is consistent with its use and zoning for office space at this location.
- Estimated acquisition/construction and ongoing operational costs: The aggregate cost associated with the proposed lease over the entire term is \$4,932,000.

**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 \$32.40 and \$37.44 per square foot, per year. The base annual rental rate of \$35.40 per square foot, per year for the proposed lease represents a rate that is within the market range for the area. We recommend the Premises as the most suitable to meet the County's space requirements.

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

The proposed lease will provide adequate and efficient office space for 42 staff and clients 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  
LOST HILLS OFFICE PARTNERS LLC – Landlord**

**27001 AGOURA ROAD  
SUITE 250  
CALABASAS, CALIFORNIA**



**TABLE OF CONTENTS**

	<b>Page</b>
1. BASIC LEASE INFORMATION .....	1
1.1 Terms .....	1
1.2 Defined Terms Relating to Landlord's Work Letter .....	3
1.3 Exhibits to Lease.....	4
1.4 Addendum No. 1 .....	4
2. PREMISES.....	4
2.1 Lease of Premises .....	4
2.2 Measurement of Premises .....	5
3. COMMON AREAS.....	5
4. COMMENCEMENT AND EXPIRATION DATES .....	5
4.1 Term .....	5
4.2 Termination Right.....	6
4.3 Early Entry .....	6
4.4 Early Termination.....	6
4.5 Lease Expiration Notice .....	6
5. RENT .....	6
5.1 Base Rent .....	6
5.2 Method of Payment and Required Information .....	7
5.3 Base Rent Adjustments.....	7
6. USES .....	8
7. HOLDOVER.....	8
8. COMPLIANCE WITH LAW .....	8
9. DAMAGE OR DESTRUCTION .....	9
9.1 Damage .....	9
9.2 Tenant Termination Right.....	9
9.3 Damage In Last Year .....	9
9.4 Default By Landlord .....	10
10. REPAIRS AND MAINTENANCE .....	10
10.1 Landlord Representations .....	10
10.2 Landlord Obligations .....	12
10.3 Tenant Obligations.....	13
10.4 Tenant's Right to Repair .....	13
11. SERVICES AND UTILITIES .....	14
11.1 Services.....	14
11.2 Utilities .....	15
12. TAXES .....	15
13. LANDLORD ACCESS .....	16
14. TENANT DEFAULT .....	16
14.1 Default .....	16
14.2 Termination.....	16
14.3 No Effect on Indemnity.....	16
15. LANDLORD DEFAULT .....	16
15.1 Remedies .....	16
15.2 Waiver .....	17
15.3 Emergency.....	17
16. ASSIGNMENT AND SUBLETTING .....	17
16.1 Assignment and Subletting .....	17
16.2 Sale .....	18

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

31.	AUTHORITY.....	31
32.	ACKNOWLEDGEMENT BY LANDLORD .....	31
	32.1 Consideration of GAIN Program Participants .....	31
	32.2 Solicitation of Consideration.....	32
	32.3 Landlord Assignment .....	32
33.	IRREVOCABLE OFFER.....	34
34.	OPTION TO EXTEND. ....	34
35.	RIGHT OF FIRST OFFER TO LEASE ADDITIONAL PREMISES. ....	36

## **EXHIBITS**

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

COUNTY OF LOS ANGELES  
CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025 between LOST HILLS OFFICE PARTNERS LLC, a California limited liability company ("Landlord"), and COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant" or "County").

Landlord and Tenant agree:

**1. BASIC LEASE INFORMATION**

1.1 Terms

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

<p>(a) Landlord's Address for Notices:</p>	<p>Lost Hills Office Partners LLC 26901 Agoura Road, Suite 180 Calabasas Hills, California 91301 Attention: Gary Leff Email: GaryL@midvalley.com</p> <p>With a copy to:</p> <p>Mid Valley Properties 26901 Agoura Road, Suite 180 Calabasas Hills, California 91301 Attention: Property Manager/LHOP Email: MVPLeasing@midvalley.com</p>
<p>(b) Tenant's Address for Notices:</p>	<p>County of Los Angeles Chief Executive Office - Real Estate Division 320 West Temple Street, 7th Floor Los Angeles, CA 90012 Attention: Director of Real Estate</p> <p>With a copy to:</p> <p>County of Los Angeles Office of the County Counsel 648 Kenneth Hahn Hall of Administration 500 West Temple Street, Suite 648 Los Angeles, CA 90012-2713 Attention: Property Division</p>
<p>(c) Premises:</p>	<p>Approximately 8,574 rentable square feet, designated as Suite(s) 250, in the Building</p>

	(defined below), as shown on Exhibit A attached hereto.
(d) Building:	The Building located at 27001 Agoura Road, Calabasas, California, which is currently assessed by the County Assessor as APN 2064-004-066 (collectively, the "Property");
(e) Term:	Ten (10) years, three (3) months, commencing thirty (30) days after the date of Tenant's Acceptance of the Premises, as defined in Section 4.1 (the "Commencement Date"). If the Commencement Date is other than the first day of the month, the Term shall be extended by the number of days between the Commencement Date and the last day of the month of the Commencement Date (the "Termination Date"), subject to earlier termination by Tenant as provided herein. The phrase "Term of this Lease" or "the Term hereof" as used in this Lease, or words of similar import, shall refer to the initial Term of this Lease together with any additional Extension Term for which an option has been validly exercised.
(f) Estimated Commencement Date:	June 1, 2025
(g) Irrevocable Offer Expiration Date: (see Section 33)	March 31, 2025
(h) Intentionally Omitted	
(i) Base Rent:	<p>\$2.95 per rentable square foot per month</p> <p>(i.e., \$25,293.30 per month or \$303,519.60 per year)</p> <p>Rent shall be abated in months 1 – 3 of the Lease Term.</p> <p>Rent shall escalate beginning on month 13 at fixed 3% annual rent escalations.</p>
(j) Early Termination (see Section 4.4)	One-time right at the end of the 96 <sup>th</sup> month following the Commencement Date of the Lease with nine (9) months prior written notice. With Tenant's written notice to landlord, Tenant shall deliver a termination fee equal to the unamortized costs of the tenant improvements,

	over the Initial Term of the Lease at 7% interest rate, not to exceed the total sum of \$182,884.22.
(k) Rentable Square Feet in the Premises:	8,574 rentable square feet
(l) Initial Departmental Use:	Fire Department, Department of Public Health, Public Works, and Regional Planning, subject to Section 6.
(m) Parking Spaces:	30 unreserved spaces. Of the 30 spaces, 8 shall be exclusive reserved spaces for either Tenant's use or its visitors. In the event the reserved stalls are not used on a regular basis, Landlord shall have the right to convert four (4) of the reserved parking spaces to four (4) unreserved parking spaces.
(n) 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
(o) Asbestos Report:	A report dated December 19, 2023 prepared by NV5, a licensed California Asbestos contractor.
(p) Seismic Report	A report date December 12, 2023 prepared by the Department of Public Works.
(q) Disabled Access Survey	A report dated December 27, 2023 prepared by IDS Group.

1.2 Defined Terms Relating to Landlord's Work Letter

(a) Landlord's TI Allowance:	\$643,050.00 (i.e., \$75.00 per rentable square foot of the Premises)
(b) Tenant's TI Contribution:	\$857,400.00 (i.e., \$100.00 per rentable square foot of the Premises)
(c) Tenant's TI Contribution Amortization Rate and Change Authorization Amortization Rate:	Fixed seven percent (7%) per annum for five (5) years.
(d) Estimated Monthly Payments Attributable to Total TI Costs in Excess of Landlord's TI Allowance	\$16,977.55 per month, ending on the Termination Date of the Original Term.

(e) Tenant's Work Letter Representative:	Vedad Hasanovic, or an assigned staff person of the Chief Executive Office, Real Estate Division
(f) Landlord's Work Letter Representative:	An assigned person on behalf of Lost Hills Office Partners LLC
(g) Landlord's Address for Work Letter Notices:	Mid Valley Properties 26901 Agoura Road, Suite 180 Calabasas Hills, California 91301 Attention: Property Manager/LHOP Email: AndrewC@midvalley.com
(h) Tenant's Address for Work Letter Notices:	County of Los Angeles Chief Executive Office - Real Estate Division 320 West Temple Street, 7th Floor Los Angeles, CA 90012 Attention: Vedad Hasanovic
1.3 <u>Exhibits to Lease</u>	Exhibit A - Floor Plan of Premises Exhibit B - Commencement Date Memorandum and Confirmation of Lease Terms Exhibit C - HVAC Standards Exhibit D - Cleaning and Maintenance Schedule Exhibit E - Subordination, Non-Disturbance and Attornment Agreement Exhibit F - Tenant Estoppel Certificate Exhibit G - Community Business Enterprises Form Exhibit H - Memorandum of Lease Exhibit I - Landlord's Work Letter Exhibit J - Rules and Regulations
1.4 <u>Addendum No. 1</u>  (Executed concurrently with this Lease and incorporated herein by this reference):	Additional Terms to Lease Agreement

**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 commence upon the Commencement Date and terminate on the Termination Date. Within thirty (30) days of determining the Commencement Date, Landlord and Tenant shall acknowledge in writing the Commencement Date by executing a Commencement Date Memorandum and Confirmation of Lease Terms in the form attached hereto as Exhibit B. The term "Tenant's Acceptance of the Premises" as used in this Lease shall mean the date upon which the Tenant Improvements and the Premises are Substantially Complete, Tenant has inspected the Premises, and Tenant has accepted the Tenant Improvements and the Premises in writing, which they shall not unreasonably withhold. The terms "Substantial Completion" or "Substantially Complete" as used in this Lease shall mean compliance with all of the following:

- (a) The shell and core of the Building are complete and in compliance with all applicable laws and codes, and all of the building systems are operational to the extent necessary to service the Premises;
- (b) Landlord has sufficiently completed all the work required to be performed by Landlord in accordance with this Lease and Landlord's Work Letter (if any), including the installation of modular furniture systems, if so required (except minor punch list items which Landlord shall thereafter promptly complete), such that Tenant can conduct normal business operations from the Premises;

- (c) Landlord has obtained a certificate of occupancy for the Building, or a temporary certificate of occupancy for that portion of the Building that includes all of the Premises, or its equivalent;
- (d) Tenant has been provided with the number of parking privileges and spaces to which it is entitled under this Lease; and
- (e) If Landlord is responsible for the installation of telecommunications systems, then such systems shall be completely operational.

#### 4.2 Termination Right

If the Commencement Date has not occurred within two hundred seventy (270) days after the Estimated Commencement Date, subject to Tenant Delays or Force Majeure Delays, as provided in Landlord's Work Letter executed concurrently herewith and attached hereto as Exhibit I and incorporated herein by reference, then Tenant may thereafter, at any time before the Commencement Date occurs, terminate this Lease effective upon the giving of written notice to Landlord, and the parties shall have no further rights or obligations to one another hereunder.

#### 4.3 Early Entry

Tenant shall be entitled to enter the Premises not less than thirty (30) days prior to the Commencement Date for the purpose of installing Tenant's furniture, fixtures, and equipment in the Premises. Such early entry shall be subject to all provisions hereof, but shall not advance the Termination Date, and Tenant shall not pay Base Rent nor any other charges for such early entry period.

#### 4.4 Early Termination

Tenant shall have a one-time right to terminate this Lease at the end of the 96th month following the Commencement Date of the Lease with nine (9) months prior written notice, executed by Tenant's Chief Executive Officer or his/her designee. As a condition to termination, Tenant shall pay to Landlord within thirty (30) days after the date of termination an amount equal to the unamortized cost of the Landlord's Base TI Allowance at a 7% interest rate not to exceed the total sum of \$182,884.22. The Landlord's Base TI Allowance shall be amortized over a period equal to the original Term of this Lease.

#### 4.5 Lease Expiration Notice

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

### 5. RENT

#### 5.1 Base Rent

Tenant shall pay Landlord the Base Rent stated in Section 1.1 during the Term hereof within fifteen (15) days after (a) the Commencement Date, and (b) the first day of each calendar month thereafter, provided that at least fifteen (15) business days prior to the Commencement Date, Landlord must provide the Auditor of the

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

## 5.2 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

Rent shall be abated in months 1 – 3 of the Lease Term. Tenant shall have the option to convert all or any portion of its rental abatement toward an increase in Landlord's TI Allowance.

Fixed annual increases equal to three percent (3%) per year.

Base Rent shall be adjusted as follows:

Months of Term	Monthly Base Rent
1-3	\$0.00
4-12	\$25,293.30
13-24	\$26,052.10
25-36	\$26,833.66
37-48	\$27,638.67
49-60	\$28,467.83
61-72	\$29,321.87
73-84	\$30,201.52
85-96	\$31,107.57
97-108	\$32,040.80
109-120	\$33,002.02
121-123	\$33,992.08

**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 or earlier termination of the term of this Lease, such occupancy shall be a tenancy which is terminable only upon ninety (90) days written notice from Landlord or thirty (30) days written notice from Tenant's Chief Executive Officer or his/her designee at the last monthly Base Rent payable under this Lease, plus any other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease. Ninety (90) days following the Lease expiration or earlier termination of this Lease, Holdover rate shall increase to 125% of the then current Base Rent. Notwithstanding the above, in the event Tenant elects to renew the Lease, Tenant shall be credited back for any Holdover fee paid to the Base Rent next due in the extended term.

**8. COMPLIANCE WITH LAW**

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

## **9. DAMAGE OR DESTRUCTION**

### **9.1 Damage**

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

### **9.2 Tenant Termination Right**

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

### **9.3 Damage In Last Year**

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

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

9.4 Default By Landlord

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

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

**10. REPAIRS AND MAINTENANCE**

10.1 Landlord Representations

- (a) Landlord represents to Tenant that, to Landlord's actual knowledge, as of the date hereof and on the Commencement Date:
  - i. Subject to variances and grandfathered rights, and subject to the reports provided to Tenant as described in Section 1.1 above, tThe 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 that if violated would adversely and materially affect Tenant's use and occupancy of the Premises;
  - iii. The Premises, the Building and the Common Areas are free of the presence of Hazardous Materials (as hereinafter defined); and
  - iv. Landlord has not received any notice from any governmental agency that the Building or the Premises are in violation of any law or regulation.
- (b) Landlord represents to Landlord's actual knowledge, 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.

For purposes of clarity, the Disabled Access Survey identified in Section 1.1 above constitutes the CASp inspection referred to in this Section. The foregoing statement is provided solely for the purpose of complying with California Civil Code Section 1938 and shall not affect the Landlord's and Tenant's respective responsibilities for compliance with any design and construction related accessibility obligations as provided under this Lease or any Work Letter.

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

## 10.2 Landlord Obligations

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



### 10.3 Tenant Obligations

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

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

### 10.4 Tenant's Right to Repair

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

selection and bidding of contractors, Landlord-Tenant coordination and audit rights, and Tenant's remedies found in said Landlord's 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 "Business Hours" 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. As used herein, "Business Hours" means 8 am to 6 pm, Monday thru Friday, and 9 am to 1 pm Saturday, excluding national holidays. In addition, Landlord shall provide power to Tenant's supplement HVAC at all times (i.e., twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year) to the mechanical rooms housing Tenant's computer servers and related equipment. Times other than Business Hours are hereinafter referred to as "Non-Business Hours". Landlord shall use commercially reasonable efforts to provide HVAC to the Premises during Non-Business Hours subject to (a) the payment by Tenant of Landlord's standard charge, as determined by Landlord from time to time in Landlord's sole discretion for Non-Business Hours HVAC (the "Non-Business Hours HVAC Charge"), and (b) Tenant providing to Landlord at least one (1) business day's advance written notice of Tenant's need for Non-Business Hours HVAC. As of the date of this Lease the Non-Business Hours HVAC Charge is \$50.00 per hour per HVAC zone, which applies to each HVAC zone in the Building that Non-Business Hours HVAC is provided to, and is charged in minimum increments of two (2) consecutive hours.

(b) Electricity

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

(c) Elevators

Landlord shall furnish freight and passenger elevator services to the Premises during Tenant's Hours of Operations. During all other hours, Landlord shall furnish passenger elevator cab service in the elevator bank

serving the Premises on an as needed basis, and, by prior arrangement with Landlord's building manager, freight elevator service.

(d) Water

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

(e) Janitorial

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

(f) Access

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

(g) Pest Control

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

11.2 Utilities

Landlord agrees to pay, at its sole cost, when due, all charges for the use of the sewer, effluent treatment (when and if imposed by any governmental authority), all water, sprinkler standby charges, electricity, gas, heating and common area power and lighting, trash removal service, fire/life safety systems, charges associated with the HVAC, and other utility rents and charges accruing or payable in connection with the Premises and the Common Areas during the Term of this Lease or any renewal, extension, or holdover thereof, whether the same are prorated or measured by separate meters. In the event Landlord fails or refuses to pay any or all 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 ten (10) 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 ten(10) day period, Landlord shall not be deemed to be in Landlord Default if Landlord shall within such period commence such cure and thereafter diligently prosecute the same to completion. If the Landlord Default is of such a nature that it materially and substantially interferes with Tenant's occupancy and use of the Premises and if such Landlord Default is not cured within the foregoing cure period, then Tenant shall have the right, at its option, with or without further notice or demand of any kind to Landlord or any other person, to any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein:

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

## 15.2 Waiver

Nothing in this Section 15 shall relieve Landlord from its duty to effect the repair, replacement, correction or maintenance required to restore any affected services, or to perform any other obligations to the standard prescribed in this Lease, nor shall this Section be construed to obligate Tenant to undertake any such work.

## 15.3 Emergency

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

## 16. ASSIGNMENT AND SUBLETTING

### 16.1 Assignment and Subletting

Tenant may assign, mortgage, encumber or otherwise transfer this Lease or sublet the whole or any part of the Premises to any other governmental department of similar office use of the County of Los Angeles ("Permitted Transfer") without first obtaining Landlord's prior consent; provided, however, no such assignment, subletting or other transfer shall relieve Tenant of any liability under this Lease unless Landlord has given its written consent thereto, which Landlord shall not

unreasonably withhold if the assignee has a financial condition which is reasonably sufficient for it to be responsible for all future obligations under this Lease. Any other Assignment or transfer other than a Permitted Transfer shall require Landlord's prior written consent, which shall not be unreasonably withheld.

## 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 or after the date of transfer.

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

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

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

## 17. ALTERATIONS AND ADDITIONS

### 17.1 Landlord Consent

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

the requested Alterations. However, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria :

- (a) does not involve the expenditure of more than \$75,000 in the aggregate in any calendar year;
- (b) complies with all laws;
- (c) is not visible from the exterior of the Premises or Building;
- (d) will not materially affect the systems or structure of the Building; and
- (e) does not unreasonably interfere with the normal and customary business office operations of other tenants in the Building.

#### 17.2 Terms for Alterations

All Alterations (whether or not such Alterations constitute trade fixtures of Tenant) which may be made to the Premises by Tenant shall be paid for by Tenant, at Tenant's sole expense, and shall be made and done in a good and workmanlike manner and with new materials , and such Alteration shall be the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the Lease term, unless Landlord requires their removal.

#### 17.3 End of Term

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

### 18. **CONDEMNATION**

#### 18.1 Controlling Terms

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

#### 18.2 Total Taking

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

### 18.3 Partial Taking

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

### 18.4 Restoration

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

### 18.5 Award

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

### 18.6 Waiver of Statute

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



## 19. INDEMNIFICATION

### 19.1 Landlord's Indemnity

The Landlord shall indemnify, defend and hold harmless the Tenant from and against any and all liability, loss, injury or damage including (but not limited to) demands, claims, actions, fees, costs and expenses (including reasonable attorney and expert witness fees), arising from or connected with Landlord's negligence in connection with (i) the operation of the Building by Landlord, its employees, agents or contractor, (ii) any repair, maintenance and other negligent acts or omissions arising from and/or relating to the Landlord's ownership of the Premises, or (iii) arising from any breach or default under this Lease by Landlord. In the event negligence is determined to be apportioned to both parties, indemnification shall be apportioned in the same percentage.

### 19.2 Tenant's Indemnity

The Tenant shall indemnify, defend and hold harmless the Landlord from and against any and all liability, loss, injury or damage including (but not limited to) demands, claims, actions, fees, costs and expenses (including reasonable attorney and expert witness fees), arising from or connected with Tenant's negligence in connection with (i) the repair, maintenance and other negligent acts or omissions relating to the Tenant's operations and use of the Premises, or (ii) arising from any breach or default under this Lease by Tenant. In the event negligence is determined to be apportioned to both parties, indemnification shall be apportioned in the same percentage.

## 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 additional 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 promptly upon Tenant's request. 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

- (b) 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.

(c) 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.

(d) 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.

(e) 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.

(f) 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:VIII, where commercially available, unless otherwise approved by the Tenant.

(g) Landlord's Insurance Policies, With Respect to Any Claims Related to This Lease, Shall Be Primary, But Only On Claims In Which Landlord is Named

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.

(h) 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~~ all property 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. Landlord will not waive subrogation on any liability policy.

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

(j) Landlord's and Tenant's policies shall not obligate the other party to pay any portion of any applicable deductible or SIR under Landlord's property policies. Any SIR under general liability policies shall be subject to the indemnification clauses herein. 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 provide and 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, on an occurrence basis, 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. Tenant shall maintain Workers' Compensation Insurance or comparable self-insurance with a Waiver of Subrogation Claim. Tenant Shall maintain (i) Workers' Compensation Insurance as required by applicable law, (ii) Employer's Liability Insurance with Limits of at least \$1

million per occurrence, (iii) ) Commercial Automobile Liability Insurance for owned, non-owned and hired vehicles of at least \$1,000,000. Tenant and/or Tenant's workers' compensation insurer shall waive subrogation against landlord for any and all claims made thereunder regardless of cause or fault.

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). Any election by Tenant to self insure shall not defeat or limit any indemnification obligations of Tenant pursuant to this Lease and shall be treated as if Tenant actually carried a policy of all required insurance. For example, the waiver of subrogation provisions set forth herein shall apply to such self insurance as shall the provisions requiring that the Landlord be named an additional insured.

20.4 Landlord Requirements

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

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

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

- (b) Commercial Property Insurance:

- i. It shall be Tenant's responsibility to ensure its own property and Tenant improvements.

21. PARKING

21.1 Tenant's Rights

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

## 21.2 Remedies

Landlord acknowledges that it is a material term of this Lease that Tenant receive all of the parking spaces to which it is entitled under this Lease for the entire Term of this Lease and that it would be impracticable and extremely difficult to fix the actual damages for a breach of such provisions. It is therefore agreed that if, for any reason whatsoever, a material number of the parking spaces required above are not available to Tenant (in addition to the rights given to Tenant under Section 14 and Sections 9 and 17 in the event of casualty or condemnation) on a permanent or substantially ongoing basis, and if such parking spaces are not restored to Tenant or made available on an adjacent property within thirty (30) days after Landlord's receipt of written notice from Tenant, then Tenant may:

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

## 22. ENVIRONMENTAL MATTERS

### 22.1 Hazardous Materials

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

existing and as amended, enacted, issued or adopted in the future which are or become applicable to Tenant, the Premises, the Building or the Common Areas.

## 22.2 Landlord Indemnity

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

## 23. ESTOPPEL CERTIFICATES

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

## 24. TENANT IMPROVEMENTS

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

## 25. LIENS

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

## 26. SUBORDINATION AND MORTGAGES

### 26.1 Subordination and Non-Disturbance

Tenant agrees, at Landlord's option, to subordinate this Lease to the lien of any mortgages or deeds of trust now or hereafter in force against the Building; provided, however, Tenant's obligation to subordinate this Lease is expressly

conditioned upon Tenant receiving a written agreement in the form of Exhibit E attached hereto and provided further that no such subordination shall affect any option to extend the Term of this Lease, right of first offer to lease additional premises, option to purchase, or right of first offer to purchase the Property included herein.

26.2 Existing Deeds of Trust

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

26.3 Notice of Default

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

**27. SURRENDER OF POSSESSION**

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

**28. SIGNAGE**

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

**29. QUIET ENJOYMENT**

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

**30. GENERAL**

30.1 Headings

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



30.2 Successors and Assigns

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

30.3 Brokers

Landlord and Tenant each represent and warrant to each other that it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease other than CBRE, Inc. ("Landlord's Broker") and Jones Lang LaSalle Brokerage Inc. in cooperation with Jones Lang LaSalle American, Inc. ("Tenant's Broker"); and each party shall indemnify and hold harmless each other against any loss, cost, liability or expense incurred by the other party as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made in variance with this representation. Landlord's Broker and Tenant's Broker shall be paid a commission as set forth in a separate written agreement between Landlord and Landlord's Broker.

30.4 Entire Agreement

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

30.5 Severability

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

30.6 Notices

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

30.7 Governing Law and Venue

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

30.8 Waivers

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

30.9 Time of Essence

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

30.10 Consent

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

30.11 Community Business Enterprises

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

30.12 Memorandum of Lease

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

30.13 Counterparts; Electronic Signatures

This Lease and any other document 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, to its actual knowledge, 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, and Landlord shall have the right at any time and from time to time, to refinance the Building or transfer Landlord's right, title and interest in and to the Building or Property, without Tenant's consent, 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, other than purchasers, lenders and prospective purchasers and lenders and all of their legal representatives and brokers on an as needed basis, except with Tenant's prior written consent. Landlord shall indemnify, defend and hold Tenant and its officers, agents and employees harmless from and against all claims and liability alleged to arise from the inaccuracy or incompleteness of any information furnished by Landlord in violation of this Section 32.3.
- (g) The provisions of this Section 32.3 shall be binding upon and applicable to the parties hereto and their respective successors and assigns. Whenever in this Section Landlord is referred to, such reference shall be deemed to include Landlord's successors or assigns, and all covenants and agreements by or on behalf of Landlord herein shall bind and apply to Landlord's successors and assigns, whether so expressed or not.

#### 32.4. Smoking in County Facilities.

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

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

**33. IRREVOCABLE OFFER**

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

**34. OPTION TO EXTEND.**

(a) Option Terms. Provided that no material Default has occurred and is continuing under the Lease at the time the option is exercised, Tenant shall have one (1) options to renew this Lease for an additional period of Sixty (60) months each ("First Extension Term").

(b) Exercise of Option. Tenant must exercise its options to extend this Lease by:

(i) 180 days prior to Lease Expiration Date giving Landlord written notice of its intention to do so (its "Notice of Intent") no later than One Hundred Eighty (180) days, prior to the end of the initial Term, or the First Extension Term, as applicable, and

(ii) after Market Rental Value has been determined as provided below, and after the Board of Supervisors has approved the exercise of the option to renew, by giving written notice of its election to exercise such option. It is understood that Tenant will not exercise its option until after the Board of Supervisors has approved doing so, which will not be prior to the determination of the Market Rental Value, as provided below. If the Board of Supervisors has not approved the exercise of such option prior to ninety (90)

days after the expiration of the Term of this Lease as then in effect, Tenant shall be entitled to holdover as provided in this Lease. If Tenant fails to give such written notice to Landlord, Landlord will promptly provide written notice to Tenant that the Term shall not be extended unless Tenant responds within ten (10) business days in writing electing to exercise its respective renewal option, and Tenant shall be granted an additional period of ten (10) business days after receipt of such written notice from Landlord, in which to give Landlord its written notice of its election to exercise such renewal option or election not to exercise such renewal option. Failure by Landlord to provide ten (10) business day written notice to Tenant that the Term shall not be extended unless Tenant responds within ten (10) business days in writing electing to exercise its respective renewal option or Tenant's failure to notify Landlord of its election to exercise such renewal option, after receipt of the ten (10) business day notice, and without any further notice, act, or agreement, this Lease will terminate as of the then-applicable expiration date, and neither Landlord nor Tenant will have any further obligation or liability under this Lease arising or continuing from and after such expiration date, subject, however, to the provisions that expressly survive termination of this Lease.

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

(d) Agreement on Base Rent. Landlord and Tenant shall have ninety (90) days after Landlord receives the Notice of Intent in which to agree on the Base Rent during the applicable Extension Term. Base Rent during the Extension Term(s) shall be the Adjusted Market Rental Value of the Premises calculated as of the date Tenant gives its Notice of Intent with respect to its option to extend.

(e) Market Rental Value. The term "Market Rental Value" shall be the rental rate that comparable Premises in the market in which the Premises is located would command for the same term as the Extension Term on the open market at the time Tenant provides its Notice of Intent, as determined jointly by Landlord and Tenant. For purposes hereof, the term "comparable Premises" shall mean premises in a Building similar in size and location to the Building, excluding any improvements installed by Tenant in the Building. In determining the Market Rental Value, appropriate consideration shall be given to Tenant's creditworthiness, the annual amount per rentable square foot that Landlord has accepted in current transactions between non-affiliated parties from new, non-expansion, non-renewal and non-equity tenants of comparable creditworthiness for comparable premises for a comparable use for a comparable period of time, the annual rental rates per square foot, the standard of measurement by which the rentable square footage is measured, the ratio of rentable square feet to usable square feet, the type of escalation clause (e.g., whether increases in additional rent are determined on a net or gross basis, and if gross, whether such increases are determined according to a base year or a base dollar amount expense stop), the extent of Tenant's liability under the Lease, parking rights and obligations, signage rights, abatement provisions reflecting free rent and/or no rent during the period of construction or subsequent to the commencement date as to the space in question, length of the lease term, size and location of the Building being leased, and other general applicable conditions of tenancy for such comparable transactions.

(f) Opinions. Landlord shall submit its opinion of Market Rental Value to Tenant within fifteen (15) days after Landlord's receipt of the Notice of Intent, and Tenant shall respond thereto within ten (10) days thereafter by either (a) accepting Landlord's opinion of Market Rental Value (in which case, such Market Rental Value shall be used to determine Base Rent during the Extension Term) or (b) submitting Tenant's opinion of Market Rental Value. If Landlord and Tenant cannot agree upon the Market Rental Value of the Premises within fifteen (15) days thereafter, then Landlord and Tenant within five (5) days shall each submit to each other their final written statement of Market Rental Value ("Final Statement"). Within ten (10) days thereafter Landlord and Tenant shall together appoint one real estate appraiser (who shall be a Member of the American Institute of Real Estate Appraisers) (or, if both Landlord and Tenant agree, a certified property manager with ten (10) years' experience) who will determine whether Landlord's or Tenant's Final Statement of Market Rental Value is the closest to the actual (in such appraiser's opinion) Market Rental Value of the Premises. If Landlord and Tenant cannot mutually agree upon an appraiser within said ten (10) day period, Tenant may apply to the Presiding Judge of the Superior Court for Los Angeles County, requesting said Judge to appoint the M.A.I. qualified appraiser. The appraiser so appointed shall promptly determine whether Landlord's or Tenant's Final Statement of Market Rental Value is the closest to the actual (in such appraisers' opinion) Market Rental Value of the Premises, and such Final Statement of Market Rental Value shall be the Market Rental Value used in determining Base Rent during the Extension Term. The fees and expenses of the appraiser shall be borne equally by Landlord and Tenant. The appraiser appointed or selected pursuant to this Section shall have at least ten (10) years' experience appraising commercial properties in Los Angeles County.

(g) Amendment of Lease. Immediately after the Board of Supervisors approves the exercise of any option granted pursuant to this Section 34, and such option is exercised, Landlord and Tenant shall execute an amendment to this Lease setting forth the new Base Rent in effect.

**35. RIGHT OF FIRST OFFER TO LEASE ADDITIONAL PREMISES.**

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

(b) If Tenant delivers to Landlord the Expansion Commitment within such ninety (90) business day period, all (but not part) of the Additional Premises shall be leased to Tenant commencing on the earlier of (a) the date Tenant first uses the Additional Premises for the Permitted Use; or (b) thirty (30) days after Landlord provides Tenant with possession of the Additional Premises and continuing for a period of time coterminous with the remaining



Term, including any options to extend the Term. Tenant shall lease the Additional Premises upon the same terms, conditions and covenants as are contained in the Lease except that (i) the Base Rent for the Additional Premises shall be at the rate set forth in Landlord's Lease Notice, and (ii) any terms and conditions set forth in Landlord's Lease Notice that are inconsistent with the terms and conditions of the Lease shall control.

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

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

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

LANDLORD:

LOST HILLS OFFICE PARTNERS LLC,  
a California limited liability company

DocuSigned by:  
*Gary I. Leff*  
By: \_\_\_\_\_  
Name: Gary I. Leff  
Its: Manager

TENANT:

COUNTY OF LOS ANGELES,  
a body corporate and politic

FESIA A. DAVENPORT  
Chief Executive Officer

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

ATTEST:

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

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By: *Roberto Saldaña*  
Senior Deputy

## EXHIBIT A

### FLOOR PLAN OF PREMISES



**EXHIBIT B**

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

Reference is made to that certain Lease Agreement ("Lease") dated \_\_\_\_\_, 2024, between County of Los Angeles, a body corporate and politic ("Tenant"), and Lost Hills Office Partners LLC, a California limited liability company ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the building located at 27001 Agoura Road, Suite 250, Calabasas, CA 92301 ("Premises"),

Landlord and Tenant hereby acknowledge as follows:

1. Landlord delivered possession of the Premises to Tenant in a Substantially Complete condition on \_\_\_\_\_ ("Possession Date");
2. Tenant has accepted possession of the Premises and now occupies the same;
3. The Lease commenced on \_\_\_\_\_ ("Commencement Date");
4. The Premises contain 8,574 rentable square feet of space;
5. Base Rent Adjustments

Rent shall be abated in months 1 – 3 of the Lease Term. Tenant shall have the option to convert all or any portion of its rental abatement toward an increase in Landlord's TI Allowance.

Fixed annual increases equal to 3% per year. Base Rent shall be adjusted as follows:

Months of Term	Monthly Base Rent
1-3	\$0.00
4-12	\$25,293.30
13-24	\$26,052.10
25-36	\$26,833.66
37-48	\$27,638.67
49-60	\$28,467.83
61-72	\$29,321.87
73-84	\$30,201.52
85-96	\$31,107.57
97-108	\$32,040.80
109-120	\$33,002.02
121-123	\$33,992.08

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

Tenant:

Landlord:

COUNTY OF LOS ANGELES,  
a body corporate and politic

LOST HILLS OFFICE PARTNERS LLC,  
a California limited liability company

By: \_\_\_\_\_  
Name \_\_\_\_\_  
Its \_\_\_\_\_

By: \_\_\_\_\_  
Name \_\_\_\_\_  
Its \_\_\_\_\_

## **EXHIBIT C**

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

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

## EXHIBIT D

### CLEANING AND MAINTENANCE SCHEDULE

#### A. DAILY (Sunday through Thursday)

- i. Carpets vacuumed.
- ii. Composition floors dust-mopped.
- iii. Desks, desk accessories and office furniture dusted. Papers and folders left on desk not to be moved.
- iv. Waste baskets, other trash receptacles emptied.
- v. Chairs and waste baskets returned to proper position.
- vi. Fingerprints removed from glass doors and partitions.
- vii. Drinking fountains cleaned, sanitized and polished.
- viii. Lavatories, toilets and toilet rooms cleaned and mopped. Toilet supplies replenished.
- ix. Bulb and tube replacements, as required.
- x. Emergency exit signage and egress battery replacement (if applicable)
- xi. Graffiti expunged as needed within two working days after notice by Tenant
- xii. Floors washed as needed.
- xiii. Standard kitchen/lunchroom/restroom supplies replenished, including, but, not limited to, paper supplies and soap.

#### B. WEEKLY

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

#### C. MONTHLY

- xvi. Floors washed and waxed in uncarpeted office area.
- xvii. High-reach areas, door frames and tops of partitions dusted.
- xviii. Upholstered furniture vacuumed, plastic and leather furniture wiped
- xix. Picture moldings and frames dusted.

- xx. Wall vents and ceiling vents vacuumed.
- xxi. Carpet professionally spot cleaned as required to remove stains.
- xxii. HVAC chiller water checked for bacteria, water conditioned as necessary.

D. QUARTERLY

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

E. SEMI-ANNUALLY

- xxvii. Windows washed as required inside and outside but not less frequently than twice annually.
- xxviii. All painted wall and door surfaces washed and stains removed.
- xxix. All walls treated with vinyl covering washed and stains removed.

F. ANNUALLY

- xxx. Furniture Systems and any other fabric or upholstered surfaces including chairs, couches, walls, etc., spot cleaned, or if determined to be necessary in Tenant's sole discretion, professionally cleaned in their entirety using a water extraction system.
- xxxi. 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.
- xxxii. Touch-up paint all interior painted surfaces in a color and finish to match existing.

G. AS NEEDED

- xxxiii. 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.
- xxxiv. 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.



xxxv. Interior and exterior pest control inspections and remediation frequency is to be determined by a licensed exterminator.

xxxvi. Carpets to be cleaned using a non-detergent, low moisture, soil encapsulation system as recommended by the carpet manufacturer. The following schedule will be maintained for carpet cleaning:

- i. heavy traffic areas cleaned as needed, with a minimum frequency of bi-monthly [six (6) times per year];
- ii. moderate traffic areas cleaned as needed, with a minimum of once every six (6) months [two (2) times per year]; and
- iii. clean light traffic areas a minimum of once per year.

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

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

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

#### H. GENERAL

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

**EXHIBIT E**

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

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

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

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

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

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

Factual Background

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

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

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

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

Agreement

Therefore, the parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BORROWER: *[Insert name of Landlord]*

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

LENDER: *[Insert name of Lender],*

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

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

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

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

personally appeared \_\_\_\_\_,  
Name of Signer(s)

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature (Seal)

**EXHIBIT F**

**TENANT ESTOPPEL CERTIFICATE**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

(b) The current Rent is set forth above.

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

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

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

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

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

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

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

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

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

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

COUNTY OF LOS ANGELES,  
a body corporate and politic

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



**EXHIBIT G**

**COMMUNITY BUSINESS ENTERPRISE FORM**

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

<b>I. Minority/Women Participation in Firm</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: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

TENANT:

COUNTY OF LOS ANGELES,  
a body corporate and politic

FESIA A. DAVENPORT  
Chief Executive Officer

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

ATTEST:

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

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

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

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

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

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

personally appeared \_\_\_\_\_,  
Name of Signer(s)

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature (Seal)

**EXHIBIT I**

**LANDLORD'S WORK LETTER**

**EXHIBIT J**  
**RULES AND REGULATIONS**

**GENERAL RULES**

Tenant shall faithfully observe and comply with the following Rules and Regulations.

1. Tenant shall not alter any locks or install any new or additional locks or bolts on any doors or windows of the Premises without obtaining Landlord's prior written consent. Tenant shall bear the cost of any lock changes or repairs required by Tenant. Keys required by Tenant must be obtained from Landlord at a reasonable cost to be established by Landlord. If card keys are used to gain access to the Project, Landlord may (a) charge Tenant for the cost of any card keys issued to Tenant and charge Tenant for the cost of replacing lost or stolen card keys, (b) require Tenant to immediately return card keys that are no longer in use. Tenant shall only provide card keys or other keys to its Premises to its employees, and Tenant shall at all times keep an accurate list of the name of each employee to whom it has provided a card key or regular key. Tenant shall notify Landlord of any lost or stolen card keys or regular keys,. Tenant shall return all card keys and regular keys upon the termination of the Lease.

2. All doors opening to public corridors shall be kept closed at all times except for normal ingress and egress to the Premises. .

3. Landlord reserves the right to close and keep locked all entrance and exit doors of the Project except during the Project's normal hours of business as defined in Section 11.4 of the Lease. Tenant, its employees and agents must be sure that the doors to the Project are securely closed and locked when leaving the Premises if it is after the normal hours of business of the Project. Tenant, its employees, agents or any other persons entering or leaving the Project at any time when it is so locked, or any time when it is considered to be after normal business hours for the Project, may be required to sign the Project register. Access to the Project may be refused unless the person seeking access has proper identification Landlord and its agents shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Project of any person. In case of invasion, mob, riot, public excitement, or other commotion, Landlord reserves the right to prevent access to the Project during the continuance thereof by any means it deems appropriate for the safety and protection of life and property.

4. Landlord reserves the right, in Landlord's sole and absolute discretion, to limit access to the Project and/or the Premises, from time to time, due to the failure of utilities, due to damage to the Project and/or the Premises, to ensure the safety of persons or property or due to government order or directive, and Tenant agrees to immediately comply with any such decision by Landlord.

5. No furniture, freight or equipment of any kind shall be brought into the Project without Landlord's prior authorization. Tenant shall only move in and out of the Premises at times designated by Landlord, in Landlord's sole discretion (e.g., Landlord could require that all moves in and out of the Premises only occur on weekends or on weekdays between 5:00 p.m. and 11:00 p.m.). All moves in and out of the Premises shall be scheduled with Landlord in advance, on a first come, first served basis. All property shall be moved in and out of the Premises using the freight elevator. Landlord shall have the

right, in its sole discretion, to permit only one tenant to move in or out of the Project at a time. When moving equipment, furniture and other items into and out of the Premises, Tenant shall take whatever precautions Landlord designates to protect the Project from damage (e.g., placing plastic or other protective material on carpets in the common areas and the Premises). Landlord shall have the right to prescribe the weight, size and position of all safes and other heavy property brought into the Project and also the times and manner of moving the same in and out of the Project. Safes and other heavy objects shall, if considered necessary by Landlord, stand on supports of such thickness as is necessary to properly distribute the weight, and Tenant shall be solely responsible for the cost of installing all supports. Landlord will not be responsible for loss of or damage to any such safe or property in any case. Any damage to any part of the Project, its contents, occupants or visitors by moving or maintaining any such safe or other property shall be the sole responsibility and expense of Tenant.

6. The requirements of Tenant will be attended to only upon application at the management office for the Project or at such office location designated by Landlord. Tenant shall not ask employees of Landlord to do anything outside their regular duties without special authorization from Landlord.

7. Tenant shall not disturb, solicit, or canvass any occupant of the Project and shall cooperate with Landlord and its agents to prevent the same. Tenant, its employees and agents shall not loiter in or on the entrances, corridors, sidewalks, lobbies, halls, stairways, elevators, or any Common Areas for the purpose of smoking tobacco products or for any other purpose, nor in any way obstruct such areas, and shall use them only as a means of ingress and egress for the Premises. Smoking shall not be permitted in the Common Areas.

8. The toilet rooms, urinals and wash bowls shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the tenant who, or whose employees or agents, shall have caused it.

9. Except for vending machines intended for the sole use of Tenant's employees and invitees, no vending machine or machines other than fractional horsepower office machines shall be installed, maintained or operated upon the Premises without the written consent of Landlord. All vendors or other persons visiting the Premises shall be subject to the reasonable control of Landlord. Tenant shall not permit its vendors or other persons visiting the Premises to solicit other tenants of the Project.

10. Tenant shall not use or keep in or on the Premises or the Project any kerosene, gasoline or other inflammable or combustible fluid or material. Tenant shall not bring into or keep within the Premises or the Project any animals, birds, or other vehicles.

11. Tenant shall not use, keep or permit to be used or kept, any foul or noxious gas or substance in or on the Premises, or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Project by reason of noise, odors, or vibrations, or to otherwise interfere in any way with the use of the Project by other tenants.

12. No cooking shall be done or permitted on the Premises, nor shall the Premises be used for the storage of merchandise, for loading or for any improper, objectionable or immoral purposes. Notwithstanding the foregoing, Underwriters' Laboratory approved equipment and microwave ovens may be used in the Premises for heating food and brewing coffee, tea, hot chocolate and similar beverages for employees and visitors of Tenant, provided that such use is in accordance with all applicable federal, state and city laws, codes, ordinances, rules and regulations; and provided further that such cooking does not result in odors escaping from the Premises.

13. Landlord shall have the right to approve where and how telephone wires are to be introduced to the Premises. No boring or cutting for wires shall be allowed without the consent of Landlord. The location of telephone call boxes and other office equipment affixed to the Premises shall be subject to the approval of Landlord. Tenant shall not mark, drive nails or screws, or drill into the partitions, woodwork or plaster contained in the Premises or in any way deface the Premises or any part thereof without Landlord's prior written consent. Tenant shall not install any radio or television antenna, satellite dish, loudspeaker or other device on the roof or exterior walls of the Project. Tenant shall not interfere with broadcasting or reception from or in the Project or elsewhere.

14. Landlord reserves the right to exclude or expel from the Project any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these Rules and Regulations.

15. Tenant shall not waste electricity, water or air conditioning and agrees to cooperate fully with Landlord to ensure the most effective operation of the Project's heating and air conditioning system, and shall refrain from attempting to adjust any controls. Tenant shall not without the prior written consent of Landlord use any method of heating or air conditioning other than that supplied by Landlord. Tenant shall not use electric fans or space heaters in the Premises.

16. Tenant shall store all its trash and garbage within the interior of the Premises. No material shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash in the vicinity of the Project without violation of any law or ordinance governing such disposal. All trash, garbage and refuse disposal shall be made only through entry-ways and elevators provided for such purposes at such times as Landlord shall designate.

17. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

18. No awnings or other projection shall be attached to the outside walls or windows of the Project by Tenant. No curtains, blinds, shades or screens shall be attached to or hung in any window or door of the Premises without the prior written consent of Landlord. Landlord shall have the right to require Tenant to use Landlord's standard curtains or window coverings. Tenant shall not place any signs in the windows of the Premises or the Project. All electrical ceiling fixtures hung in the Premises must be fluorescent and/or of a quality, type, design and bulb color approved by Landlord. Tenant shall abide by Landlord's regulations concerning the opening and closing of window coverings which are attached to the windows in the Premises. The skylights, windows, and doors that reflect



or admit light and air into the halls, passageways or other public places in the Project shall not be covered or obstructed by Tenant, nor shall any bottles, parcels or other articles be placed on the windowsills.

19. Tenant shall not employ any person or persons other than the janitor of Landlord for the purpose of cleaning the Premises unless otherwise agreed to in writing by Landlord. Except with the prior written consent of Landlord, no person or persons other than those approved by Landlord shall be permitted to enter the Project for the purpose of cleaning same. Landlord shall in no way be responsible to Tenant for any loss of property on the Premises, however occurring, or for any damage done to the effects of Tenant or any of its employees or other persons by the janitor of Landlord. Tenant hereby authorizes the janitorial staff to enter the Premises. Janitor service shall include ordinary dusting and cleaning by the janitor assigned to such work and shall not include cleaning of carpets or rugs, except normal vacuuming, or moving of furniture and other special services. Window cleaning shall be done only by Landlord at reasonable intervals and as Landlord deems necessary.

20. Tenant acknowledges that the local fire department has previously required Landlord to participate in a fire and emergency preparedness program or may require Landlord and/or Tenant to participate in such a program in the future. Tenant agrees to take all actions necessary to comply with the requirements of such a program including, but not limited to, designating certain employees as "fire wardens" and requiring them to attend any necessary classes and meetings and to perform any required functions.

21. Tenant and its employees shall comply with all federal, state and local recycling and/or resource conservation laws and shall take all actions requested by Landlord in order to comply with such laws. Tenant and its employees shall participate in any recycling or resource conservation program implemented by Landlord, at Tenant's sole expense.

22. Landlord shall have the right from time to time to make changes to the Common Areas and other improvements on the Property (hereinafter referred to as "Changes") including, but not limited to the elevators, restrooms, HVAC, electrical systems, communication systems, fire protection and detection systems, plumbing systems, security systems, parking control systems, driveways, entrances, parking spaces, parking areas and landscaped areas. Notwithstanding anything to the contrary to the above, any such Changes shall not prohibit or limit Tenant's, its employees' and its visitors' access and use of the Premises and the number of parking spaces set forth in Section 1.1 of this Lease during Tenant's Hours of Operation.

#### PARKING RULES

1. Parking areas shall be used only for parking by vehicles no longer than full size, passenger automobiles or sport utility vehicles. Tenant and its employees shall park automobiles within the lines of the parking spaces. Landlord may designate the areas in the parking facilities that will be available for unreserved or reserved parking, in Landlord's sole discretion.

2. Tenant shall not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant's employees, suppliers, shippers, customers, or invitees to be loaded, unloaded, or parked in areas other than those designated by Landlord for such activities.

Users of the parking area will obey all posted signs and park only in the areas designated for vehicle parking.

3. Landlord may require Tenant and Tenant's employees to use parking cards, parking stickers or other identification devices. Parking stickers, parking cards and other identification devices shall be the property of Landlord and shall be returned to Landlord by the holder thereof upon termination of the holder's parking privileges. Tenant will pay such replacement charges as is reasonably established by Landlord for the loss of such devices. Loss or theft of parking identification stickers or devices from automobiles must be reported to the parking operator immediately. Any parking identification stickers or devices reported lost or stolen found on any unauthorized car will be confiscated and the illegal holder will be subject to prosecution.

4. If access to the parking areas are not now controlled with gates or similar devices, Landlord shall have the right, but not the obligation, to install gates or other devices to control access to the parking areas, and Tenant shall comply with all of Landlord's rules and regulations relating to access to the parking areas.

5. Unless otherwise instructed, every person using the parking area is required to park and lock his own vehicle. Landlord will not be responsible for any damage to vehicles, injury to persons or loss of property, all of which risks are assumed by the party using the parking area.

6. Validation of visitor parking, if established, will be permissible only by such method or methods as Landlord may establish at rates determined by Landlord, in Landlord's sole discretion. Only persons visiting Tenant at the Premises shall be permitted by Tenant to use the Project's visitor parking facilities.

7. The maintenance, washing, waxing or cleaning of vehicles in the parking structure or Common Areas is prohibited.

8. Tenant shall be responsible for seeing that all of its employees, agents and invitees comply with the applicable parking rules, regulations, laws and agreements. Parking area managers or attendants, if any, are not authorized to make or allow any exceptions to these Parking Rules and Regulations. Landlord reserves the right to terminate parking rights for any person or entity that willfully refuses to comply with these rules and regulations.

9. Every driver is required to park his own car. Where there are tandem spaces, the first car shall pull all the way to the front of the space leaving room for a second car to park behind the first car. The driver parking behind the first car must leave his key with the parking attendant. The parking operator, or his employees or agents, shall be authorized to move cars that are parked in tandem should it be necessary for the operation of the parking facilities. Tenant agrees that all responsibility for damage to cars or the theft of or from cars is assumed by the driver, and further agrees that Tenant will hold Landlord harmless for any such damages or theft.

10. No vehicles shall be parked in the parking areas overnight. The parking areas shall only be used for daily parking and no vehicle or other property shall be stored in a parking space.

11. Any vehicle parked by Tenant, its employees, contractors or visitors in a reserved parking space or in any area of the parking area that is not designated for the parking of such a vehicle may, at Landlord's option, and without notice or demand, be towed away by any towing company selected by Landlord, and the cost of such towing shall be paid for by Tenant and/or the driver of said vehicle.

12. At Landlord's request, Tenant shall provide Landlord with a list which includes the name of each person using the parking facilities based on Tenant's parking rights under this Lease and the license plate number of the vehicle being used by that person. Tenant shall provide Landlord with an updated list after any part of the list becomes inaccurate.

Landlord reserves the right at any time to change or rescind any one or more of these Rules and Regulations, or to make such other and further reasonable Rules and Regulations as in Landlord's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Project, and for the preservation of good order therein, as well as for the convenience of other occupants and tenants therein. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenant, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other tenant, nor prevent Landlord from thereafter enforcing any such Rules or Regulations against any or all tenants of the Project. Tenant shall be deemed to have read these Rules and Regulations and to have agreed to abide by them as a condition of its occupancy of the Premises.

**LANDLORD'S WORK LETTER**

**For**

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

**COUNTY OF LOS ANGELES, as Tenant**

**LOST HILLS OFFICE PARTNERS LLC, as Landlord**

**Property Address: 27001 AGOURA ROAD, SUITE 250, CALABASAS, CALIFORNIA**

## LANDLORD'S WORK LETTER

This Work Letter supplements the Lease Agreement (the "Lease") dated \_\_\_\_\_, 20\_\_, executed concurrently herewith, by and between LOST HILLS OFFICE PARTNERS LLC, a California limited liability company, as Landlord, and COUNTY OF LOS ANGELES, a body corporate and politic, as Tenant, covering certain Premises described in the Lease. Terms capitalized but not otherwise defined herein shall have the meanings ascribed to them in the Lease.

The parties hereby agree as follows:

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

- |                                                                             |                                                                                                                                                                            |
|-----------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (a) <u>Total TI Costs</u>                                                   | \$1,500,450.00 (i.e., \$175.00 per rentable square foot of the Premises)                                                                                                   |
| (i) <u>Landlord's TI Allowance</u>                                          | \$643,050.00 (i.e., \$75.00 per rentable square foot of the Premises)                                                                                                      |
| (ii) <u>Tenant's TI Contribution</u>                                        | \$857,400.00 (i.e., \$100.00 per rentable square foot of the Premises)                                                                                                     |
| (b) <u>TI Amortization Rate and Change Authorization Amortization Rate:</u> | Fixed seven percent (7%) per annum for five (5) years.                                                                                                                     |
| (c) <u>Tenant's Work Letter Representative</u>                              | Vedad Hasanovic, or an assigned staff person of the Chief Executive Office-Real Estate Division                                                                            |
| (d) <u>Landlord's Work Letter Representative</u>                            | An assigned staff person of the Landlord                                                                                                                                   |
| (e) <u>Landlord's Address for Work Letter Notices</u>                       | LOST HILLS OFFICE PARTNERS LLC<br>26901 Agoura Road, Suite 180<br>Calabasas Hills, California 91301<br>Attention: Property Management/LHOP<br>Email: AndrewC@midvalley.com |
| (f) <u>Tenant's Address for Work Letter Notices</u>                         | County of Los Angeles<br>Chief Executive Office - Real Estate Division<br>320 West Temple Street, 7th Floor<br>Los Angeles, CA 90012<br>Attention: Director of Real Estate |

(g) Addenda

Addendum A: Base Building Improvements  
Addendum B: Tenant Improvements  
Addendum C: Form of Preliminary and Final TI Cost Summary

**2. Construction of the Building.**

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

2.2 Additional Costs Not Total TI Costs.

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

(b) Landlord must identify all noncompliant code related items utilizing an independent third-party expert at Landlord's sole cost and expense. Except as limited by Section 2.2(a) above, any work that Landlord must undertake to cause the Premises to comply with the access requirements of the ADA or to make existing building systems, including but not limited to electrical service and HVAC equipment, fully operational shall be at Landlord's sole cost and expense. Total TI Costs shall not include any costs associated with (i) asbestos abatement or compliance with the Hazardous Materials provision of the Lease, including all expenses associated with curing any "Sick Building Syndromes", (ii) fire sprinkler system installation or upgrade, (iii) conversion of air conditioning systems to eliminate use of CFC refrigerants to the extent required by applicable law, (iv) utility costs incurred during construction, (v) costs incurred in order to cause the Premises to comply with any mechanical or electrical requirements set forth in the Lease, nor (v) supervision or overhead costs of Landlord.

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

(d) Upon Substantial Completion, Landlord, at its sole cost and expense, shall field-measure and verify the exact footage of the Premises and/or the Building and deliver said measurement to Tenant. 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 of the Lease accomplished by the mutual execution of an amendment to the Lease. Landlord acknowledges the space has been marketed at the Lease 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.. 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.

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

2.4 **Survey.** Where 'as-built' plans are missing, Landlord must perform a survey of existing space, which shall include existing floor plans and mechanical, electrical, and plumbing systems. The survey shall be at Landlord's sole cost and expense. Landlord shall submit such survey to the Tenant such that the initial Space Plan (as defined in Section 5.1) can be modified to conform to the existing conditions.

3. **Selection of Architect.** Landlord shall not proceed with any bid solicitation for architectural services until final space plan is furnished to the Landlord. Once Landlord receives the final space plan, Landlord shall promptly solicit at least three (3) proposals from qualified licensed architects familiar with all applicable laws and building requirements detailing a scope of work sufficient to complete the Working Drawings (as defined below). Landlord shall select an architect, subject to Tenant's acceptance, which shall not be unreasonably withheld, and which acceptance (or rejection for reasonable reasons) shall be granted within five (5) calendar days after Landlord has submitted the name of the selected architect to Tenant, together with detailed proposals outlining the cost for design/engineering services. This procedure shall be repeated until Tenant accepts an architect (the "Architect"), and Tenant's written acceptance has been delivered to and received by Landlord. If Tenant fails to accept architect, then Landlord shall select architect with the lowest bid.

4. **Selection of Contractor.** The Final Plans (as defined below) and a proposed construction contract accepted by Tenant shall be submitted to a sufficient number of qualified contractors, selected by Landlord, so that a minimum of three (3) bids are received. Each contractor shall be requested to submit a sealed fixed price contract bid price (on an American Institute of Architects (AIA) form) to construct the Tenant Improvements depicted on the Final Plans. Landlord shall select the most qualified bidder offering the lowest price after adjustments for inconsistent assumptions, and Landlord shall submit all bids, along with Landlord's recommendation, to Tenant for Tenant's review and acceptance. If Tenant fails to accept Landlord's recommendation within thirty (30) days then such recommendation shall be deemed approved. Following Tenant's acceptance, Landlord shall enter into a construction contract (the "Construction Contract") with the lowest qualified bidder (the "Contractor") to construct the Tenant Improvements, consistent with the terms of the accepted bid.

5. **Preparation of Plans and Specifications and Construction Schedule.**

5.1 **Preparation of Space Plan.** Concurrently with the execution of this Lease, Tenant shall submit to Landlord specifications for the Premises, which shall include a space plan, and when available, low voltage and furniture plans and shall depict, without limitation, all demising walls, corridors, entrances, exits, doors, and interior partitions, and the locations of all offices, conference rooms, computer rooms, mini-service kitchens, and the reception area, library, and

file room (collectively, the "Space Plan") that Tenant desires to include within the Premises. In the event Tenant requests a change to the Space Plan, Tenant shall pay any increased costs which result from the change requested by Tenant. In the event that Tenant requests a change to the Space Plan, Landlord shall have the right to approve the change in Landlord's sole and absolute discretion.

5.2 Preparation and Review of Working Drawings. Within thirty (30) days after the date the Space Plan is submitted to Landlord (the "Plan Submission Date"), Landlord shall instruct the Architect to commence preparation of working drawings (the "Working Drawings"), which shall (a) be consistent with the Space Plan and the Preliminary TI Cost Summary (as defined below), (b) be compatible with the design, construction and equipment of the Building, (c) comply with all applicable laws, (d) be capable of physical measurement and construction, (e) contain all information required for the construction of the Tenant Improvements and the preparation of the Engineering Drawings (as defined below), and (f) include all partition locations, plumbing locations, air conditioning system and duct work, special air conditioning requirements, reflected ceiling plans, office equipment locations, and special security systems. The Working Drawings may be submitted in one or more stages and at one or more times. Landlord shall provide Tenant the Working Drawings, or such portion thereof, for Tenant's review and approval in accordance with Section 5.5. Landlord shall be solely responsible for ensuring that the Working Drawings fully comply with all applicable building codes and cover any expenses that result from the errors, omissions or inconsistencies in the Architect's Instruments of Service. Tenant acknowledges that the Space Plan may not comply with applicable codes and government regulations and that the Working Drawings may require deviations from the Space Plan in order for Landlord to obtain a building permit. The Estimated Commencement Date shall be extended for any delays resulting from changes in the Working Drawings required by the applicable governmental regulatory agency reviewing the Working Drawings.

5.3 Preparation and Review of Engineering Drawings. Landlord shall cause the Architect to coordinate with the Engineer and to integrate all engineering drawings prepared by the Engineer, including but not limited to complete mechanical, electrical, and plumbing plans ("Engineering Drawings"), into the Working Drawings. The Engineering Drawings may be submitted in one or more stages and at one or more times for Tenant's review and acceptance.

5.4 Integration of Working Drawings and Engineering Drawings into Final Plans. After Tenant has accepted the Engineering Drawings, Landlord shall cause the Architect to integrate the accepted Working Drawings with the accepted Engineering Drawings (collectively "Final Plans") and deliver the Final Plans to Tenant for Tenant's review in an AutoCAD 2015 (or later version) and Adobe PDF electronic format via USB flash drive and set-up a web-based download link. The Final Plans shall be suitable for plan check review and permitting by local agencies having jurisdiction, for the layout, improvement and finish of the Premises consistent with the design and construction of the Base Building Improvements, including electrical and mechanical drawings, capacity reports, dimensioned partition plans, floor and wall finish plans, reflected ceiling plans, power, telephone communications and data plans, life safety devices, construction detail sheets including millwork detail plans showing the location of partitions, light fixtures, electrical outlets, telephone outlets, sprinklers, doors, equipment specifications (including weight specifications and cooling requirements), power requirements (including voltage, amps, phase, and special plugs and connections), wall finishes, floor coverings, millwork and other Tenant Improvements. Landlord's review of the Space Plan, Working Drawings, Engineering Drawings, and Final Plans shall be at Landlord's sole cost and expense.



5.5 Tenant's Plan Review and Acceptance. Tenant shall accept or reject the Working Drawings, the Engineering Drawings and the Final Plans within twenty-one (21) calendar days after Tenant receives the applicable plans and drawings from Landlord. If Tenant rejects any such plans or drawings, then Tenant shall notify Landlord thereof, specifying in detail the reason for such rejection, in which case Landlord shall revise the applicable plans or drawings and deliver revised plans or drawings to Tenant within fourteen (14) calendar days after receipt of Tenant's rejection notice. If Tenant fails to accept revised plans or working drawings within fourteen (14) calendar days then revised plans shall be deemed accepted, unless Tenant's rejection is caused by Landlord's failure to correctly revise the applicable plans, in which case this procedure shall be repeated until the applicable plans are correctly revised by Landlord and accepted by Tenant. If, after such procedure, the parties cannot agree on the Working Drawings, the Engineering Drawings or the Final Plans, then either party may elect to terminate the Lease and this Work Letter by delivering a written termination notice to the other party, whereupon all monies previously paid to Landlord shall be promptly refunded to Tenant, and the parties shall have no further obligations under the Lease and the Work Letter. Tenant's acceptance of the Working Drawings, Engineering Drawings and/or the Final Plans shall not be deemed to be a representation by Tenant as to the adequacy or correctness of the design of the Tenant Improvements, which shall be Landlord's sole responsibility.

5.6 Schedule. Within twenty-one (21) calendar days after selection of Contractor, Landlord shall submit to Tenant a detailed baseline construction schedule, subject to acceptance by Tenant, which shall not be unreasonably withheld, setting forth the completion dates of certain project milestones, including but not limited to completion of Working Drawings, completion of Engineering Drawings, submission of plans to local jurisdiction for review, issuance of building permit, submission of plans to contractors for bidding, award of the Construction Contract, construction commencement date, interim schedule milestone dates, and the date of Substantial Completion. The schedule shall be apportioned by construction activity and include time required for the completion of each portion of the work. As the construction continues, Landlord shall amend the construction schedule at least once each month to reflect any changes to the projected dates, and Landlord shall promptly submit the revised construction schedules to Tenant. If the amended construction schedule identifies delays to the project's critical path, the Landlord shall provide a recovery schedule and/or request for a contract time extension.

5.7 Submittals. The Landlord shall submit to Tenant any Shop Drawings, Product Data Sheets / Samples or similar submittals required by the Final Plans in coordination with the construction schedule and with reasonable promptness, so as not to cause any delay in the construction of the Tenant Improvements. The purpose of Shop Drawings, Product Data, Samples and similar submittals is to demonstrate the way by which the Contractor proposes to construct a design concept expressed in the Final Plans. "Shop Drawings" include drawings, diagrams, schedules and other data specially prepared by the Contractor or a subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Tenant Improvements. "Product Data Sheets / Samples" include illustrations, summary performance charts, instructions, brochures, diagrams, manufacturer specifications and other information furnished by the Landlord to illustrate materials or equipment for some portion of the Tenant Improvements. "Samples" are physical examples that illustrate materials, equipment or workmanship for some portion of the Tenant Improvements. The Contractor shall construct no portion of the Tenant Improvements for which the Final Plans require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been reviewed and accepted by the Architect.

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

6.1 Cost Summary. Within seven (7) calendar days after the selection of the Contractor, Landlord shall submit to Tenant a preliminary cost summary for the Tenant Improvements in a format similar to Addendum C attached hereto (the "Preliminary TI Cost Summary"), which must not exceed the sum of Landlord's TI Allowance and Tenant's TI Contribution. Landlord shall make commercially reasonable efforts for the Preliminary TI Cost Summary to be revised into final form within fourteen (14) days after the date that the Contractor is selected and will be referred to herein as the "Final TI Cost Summary". Tenant shall have fourteen (14) calendar days after the date of receipt of the Final TI Cost Summary to accept or reject the Final TI Cost Summary in writing, which such approval shall not be unreasonably withheld, conditioned or delayed, including but not limited to any Contractor overhead, profit and/or general conditions costs included therein; provided, however, that any proposed increase to Tenant's TI Contribution shown on the Final TI Cost Summary shall not be effective unless approved in a separate written agreement executed by Landlord and Tenant. Tenant's failure to accept or reject the Final TI Cost Summary in writing within such period shall be deemed to be rejected. Construction of the Tenant Improvements shall not begin until Tenant accepts the Final TI Cost Summary in writing. . If Tenant rejects the Final TI Cost Summary due to matters related to cost and the Final TI Cost Summary is ten percent (10%) or more higher in cost than projected in the Preliminary TI Cost Summary, then, at Tenant's request, Landlord shall cause the Architect and the Engineer to redesign the Tenant Improvements, as part of the Total TI Costs, to comply with the Preliminary TI Cost Summary, and if there is a delay of 90 days caused by the necessity to rebid or redesign the Tenant Improvements, then Landlord may elect to terminate the Lease and this Work Letter by delivering a written termination notice to Tenant. If Tenant rejects the Preliminary TI Cost Summary or the Final TI Cost Summary, the parties shall promptly confer to resolve all issues relating thereto. If after such consultation, the parties cannot agree on the Preliminary TI Cost Summary or the Final TI Cost Summary, then either party may elect to terminate the Lease and this Work Letter by delivering written termination notice to the other party, whereupon all monies previously paid to Landlord shall be promptly refunded to Tenant, and the parties shall have no further obligations under the Lease or this Work Letter.

6.2 Landlord's TI Allowance and Tenant's TI Contribution. All improvements required by the Final Plans, as further described in Addendum B hereto, and any and all modular furniture described in the Modular Specifications (as defined below) shall be referred to herein, collectively, as "Tenant Improvements" or "TI." Costs of Tenant Improvements shall include costs for furniture, , soft costs, and any other costs approved in writing by Tenant (collectively "Total TI Costs"), all of which must not exceed the sum of Landlord's TI Allowance, Tenant's TI Contribution, and the cost of any Change Authorizations (as defined below) that are approved in writing by both parties. Landlord shall be solely responsible for any delay or increased cost in completing the Tenant Improvements. Except as otherwise provided herein, all Total TI Costs shall be paid by Landlord and deducted from Landlord's TI Allowance. If the Total TI Costs exceed Landlord's TI Allowance, then Tenant may authorize Landlord to pay the overage in an amount not exceeding Tenant's TI Contribution. Thereafter, Tenant shall pay such overage to Landlord as provided in Section 6.3 below.

6.3 Method of Payment. Tenant shall be obligated to pay Landlord that portion of Tenant's TI Contribution used to pay for any Total TI Costs in excess of Landlord's TI Allowance' thirty (30) calendar days after all of the following conditions have been met: (i) Tenant Improvements are Substantially Complete (as defined in the Lease); (ii) Landlord has provided Tenant with all documentation substantiating all Tenant Improvements' expenses, including without limitation, receipts, invoices, proof of payment, unconditional lien releases and approved

changed orders; and (iii) Tenant has reconciled all Tenant Improvements' costs to determine and confirm the total Tenant Improvements amount spent and the amount of Tenant's TI Contribution owed to Landlord. At Tenant's election, such payment may be made (a) in a lump sum,, or (b) in equal monthly payments, amortized over the term of the Lease at the TI Amortization Rate. Tenant may, at any time during the Term, prepay all or any portion of the Total TI Costs in excess of the Landlord's TI Allowance and pay any remaining amount in equal monthly payments, amortized over the remaining term of the Lease at the TI Amortization Rate.

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

**7. Construction of Tenant Improvements.**

7.1 Tenant Improvements. Tenant Improvements to be constructed by Landlord are described more particularly on Addendum B hereto. If any work required by the Final Plans is not described on Addendum B hereto, such work shall be considered a Base Building Improvement and shall be performed by Landlord at its own cost and expense and not included in the cost of Tenant Improvements.

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

7.3 Permits. Landlord shall obtain the approval of all applicable governmental authorities and all permits required for the Tenant Improvements, promptly after Tenant's acceptance of the Final Plans.

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

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

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

(b) Decorating Decisions. All design and programming, space planning and interior decorating services, such as selection of wall paint colors and/or wall coverings, furniture,

fixtures, flooring and base, and any other decor selection efforts required by Tenant, shall be provided by Landlord, at Landlord's expense, in accordance with Tenant's Space Plan. Landlord shall consult with Tenant with respect to all such decorating services and decisions.

(c) Warranties. Landlord warrants that the Tenant Improvements shall be free from any defects in workmanship and materials for a period of not less than one (1) years from the date of Substantial Completion (as defined in the Lease). Landlord shall require each contractor and subcontractor to provide warranties of like duration in all construction contracts relating to the Tenant Improvements and, upon Tenant's request, Landlord shall assign to Tenant any such warranties relating to the Tenant Improvements. Patent defects in the Tenant Improvements shall be brought to Landlord's attention promptly. Latent or hidden defects in the Tenant Improvements shall be brought to Landlord's attention promptly upon Tenant's becoming aware of such defects. Landlord, at Landlord's sole cost and expense, shall promptly cause such defects to be repaired following receipt of notice thereof, and Tenant shall have the same rights with respect thereto as set forth herein for all other punch-list items.

(d) Clean-Up and Substandard Work. As part of the Total TI Costs, 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 out of pocket and reasonable expenses incurred by Tenant by reason of substandard clean-up work performed by Landlord's contractor or contractors (as reasonably determined by Tenant according to the usual standards of work in the Building) or as a result of inadequate clean-up.

(e) Compliance with Laws. The Premises shall comply with all applicable city, county, state and federal building codes, regulations and ordinances required for beneficial occupancy, including but not limited to all provisions of the California Labor Code. **Without limiting the generality of the foregoing, construction of the Tenant Improvements shall comply with all applicable laws and regulations, including but not limited to the provisions of the California Labor Code relating to the payment of prevailing wages on public works projects, unless the work is otherwise exempt therefrom pursuant to the California Labor Code. Under the provisions of the Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly wage rate and details pertinent thereto for each craft, classification, or type of workman or mechanic needed for the construction of the Tenant Improvements. Particulars of the current prevailing wage scale, as approved by the Board of Supervisors, which are applicable to the work, are filed with the Clerk of the Board of Supervisors and must be posted at the site. Notwithstanding the foregoing or any language to the contrary contained herein, the payment of prevailing wages according to the current prevailing wage scale and compliance with applicable prevailing wage statutes shall be required where there is a Tenant's TI Contribution made towards the Total TI Costs of the Tenant Improvements to be performed.**

(f) Access During Construction. Tenant shall have the right to conduct site visits to observe progress of the Tenant Improvements during the course of construction. Additionally, pursuant to Section 4.3 of the Lease, Tenant shall be entitled to enter the Premises at least thirty (30) calendar days prior to the Commencement Date for the purpose of installing Tenant's furniture, fixtures and equipment in the Premises. Landlord and Tenant shall use reasonable good faith efforts to coordinate the work of their respective contractors to achieve timely completion of the Tenant Improvements and Tenant's installation work.

7.6 Completion/Close Out. The Premises shall not be considered Substantially Complete until the Tenant Improvements have been completed in accordance with the Final Plans and Section 4.1 of the Lease, subject only to the completion of minor punch-list items that will not materially interfere with Tenant's use and occupancy of the Premises for Tenant's permitted and intended use under the Lease. Upon Substantial Completion of the Tenant Improvements, Landlord shall notify Tenant in writing and, within seven (7) calendar days of Tenant's receipt of such notice, Landlord and Tenant shall conduct a "walk-through" inspection of the Premises and prepare a punch-list of known or apparent deficiencies or incomplete work required to be corrected or completed by Landlord. Tenant shall be deemed to have "accepted" the Tenant Improvements and the Premises (for purposes under the Lease) upon the parties' completion of said walk-through inspection and approval of a punch-list showing no items or defects that would prevent Tenant from conducting normal business operations from the Premises. Landlord, as part of the Total TI Costs, shall cause all punch-list items to be repaired or completed as soon as possible, but in no event later than thirty (30) days following the walk-through inspection. If Landlord fails to complete any of the punch-list items within such 30-day period, then Tenant, in addition to its other rights and remedies under the Lease, after giving ten (10) days written notice to Landlord, shall have the right, but not the obligation, to cause such punch-list items to be completed, with the cost thereof plus ten percent (10%) for Tenant's overhead and supervision to be deducted from the next installment(s) of rent or other amounts payable by Tenant under the Lease.

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

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

be signed and dated by tenant department, Landlord and the Chief Executive Officer or his/her designee in order to be effective.

**9. Furniture System.**

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

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

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

(b) Landlord must receive written notice from Creditor of any plan by Creditor to remove the Personal Property from the Building.

(c) This Section 9.2 shall be binding on the representatives, successors and assigns of all parties hereto and shall inure to the benefit of the successors-in-interest to all parties hereto.

(d) Landlord hereby waives any right to gain possession of any of Personal Property during the term of the Lease .

**10. Total TI Costs Adjustment and Right to Audit.** Within thirty (30) calendar days of the issuance of a Certificate of Occupancy for the Premises or a final sign-off by the County of Los Angeles, whichever occurs first, Landlord shall provide to Tenant a statement showing (a) all Total TI Costs in reasonable detail and sorted into the same line items as the Final TI Cost Summary, and (b) the amount of Total TI Costs that is in excess of Landlord's TI Allowance and payable hereunder by Tenant to Landlord. Within thirty (30) days after approval of such statement by Tenant, payments by either party pursuant to the Lease and this Work Letter shall be adjusted as appropriate based upon such statement. Tenant shall have the right to audit the Total TI Costs at any time after the date of Tenant's Acceptance of the Premises. If the audit shows that Tenant is entitled to a reduction in payments made by Tenant to the Landlord pursuant to this Work Letter, then Tenant shall provide Landlord with a copy of the audit summary, and inform Landlord if Tenant wants Landlord to pay Tenant the amount of any over-payment made by Tenant within thirty (30) calendar days or if Tenant will apply such amount as a credit against the next

installment(s) of Base Rent due under the Lease, and any future payments owed by Tenant shall be adjusted as appropriate based upon the audit results. Landlord shall require the Contractor to include audit provisions in all subcontracts which allow Tenant to audit the subcontractors' books and records with respect to the Tenant Improvements.

**11. Telephone/Computer Room and Equipment.** As part of the Total TI Costs, Landlord shall complete the telephone equipment room(s), including permanent power and HVAC, in compliance with the Space Plan, Low-Voltage Plan and specifications provided by Tenant, at least thirty (30) calendar days prior to the Estimated Commencement Date. During this thirty (30) day period, the Landlord shall be responsible for the security and protection of any telephone/data equipment delivered to the site prior to the Estimated Commencement Date.

**12. Delay.**

12.1 Tenant Delays and Force Majeure Delays. Except as set forth in this Work Letter or in the Lease to the contrary, Tenant shall not be charged as a result of any delay in the construction of Tenant Improvements. Subject to the provisions of Section 12.2, the Estimated Commencement Date set forth in Section 4.2 of the Lease shall be extended one (1) day for each day that: (a) Tenant fails or refuses to give authorizations or approvals within the time periods required herein, or Tenant or any of its agents, employees and contractors delay the completion of the Tenant Improvements but only to the extent such delays delay the commencement or completion of construction of the Tenant Improvements (referred to herein as "Tenant Delay(s)"); (b) Substantial Completion of the Tenant Improvements is delayed by lightning, earthquake, fire, storm, tornado, flood, washout, explosion, strike, lockout, labor disturbance, civil disturbance, riot, war, act of a public enemy, sabotage, delay in the issuance of building permits or other required approvals by governmental authorities (provided the party responsible for obtaining such permits or approvals is diligently pursuing the issuance thereof) or other similar causes beyond the reasonable control of Landlord (referred to herein as "Force Majeure Delay(s)"); or (c) Landlord's performance of the work described herein is delayed due to a Change Authorization.

12.2 Limitations.

(a) Notice. No Tenant Delay or Force Majeure Delay shall be deemed to have occurred unless, within five (5) business days of the event giving rise to such claim, Landlord provides Tenant with written notice in compliance with the Lease specifying that a delay is claimed to have occurred because of actions, inaction or circumstances specified in the notice in reasonable detail. If such actions, inaction, or circumstances qualify as a Tenant Delay or Force Majeure Delay, then a Tenant Delay or Force Majeure Delay, as applicable, shall be deemed to have occurred, commencing as of the date that the event giving rise to the same occurred.

(b) Mitigation. Tenant Delays and Force Majeure Delay shall delay the Estimated Commencement Date only if Substantial Completion of the Tenant Improvements is delayed, despite Landlord's reasonable efforts to adapt and compensate for such delays, efforts which Landlord shall be obligated to make (provided that the additional cost incurred by Landlord due to such efforts does not exceed \$1,000 on a cumulative basis, unless Tenant agrees to pay to the excess).

(c) Concurrent Delays. Tenant Delays and Force Majeure Delays shall be recognized hereunder only if they are not concurrent with any other Tenant Delay or Force Majeure Delay that is effective hereunder. For example, if fourteen (14) calendar days of Tenant Delays and six (6) calendar days of Force Majeure Delays occur during the same fourteen (14) calendar day period, then the Estimated Commencement Date would be extended by only

fourteen (14) calendar days; on the other hand, if such Tenant Delays and Force Majeure Delays did not occur during the same period, then the Estimated Commencement Date would be extended by twenty (20) calendar days.

(a) (d) Change Authorizations. Landlord may not claim that a Tenant-Requested Change was the cause of a delay in the construction of the Tenant Improvements unless the anticipated delay is specified in writing in the executed Change Authorization and affects the Critical Path of the Construction Schedule.

(e) Work Scope Precedence. In case of conflicts or discrepancies between or among this Landlord Work Letter, plans, and specifications, plans shall supersede specifications for quantity, specifications shall supersede plans for quality, and this Landlord Work Letter shall supersede both plans and specifications.

**13. Tenant Remedies.** If Landlord fails to obtain the building permit to construct the Tenant Improvements within a reasonable time, taking all factors into consideration (including without limitation Tenant Delays and Force Majeure Delays), or if the Tenant Improvements have not been completed within ninety (90) calendar days after the Estimated Commencement Date (subject to extension for Tenant Delays and Force Majeure Delays), then Tenant may, at its option:

13.1 Cancel the Lease upon thirty (30) calendar days' written notice to Landlord; or

13.2 Upon thirty (30) calendar days' written notice to Landlord, assume the responsibility for constructing and/or completing the Tenant Improvements itself. If Tenant elects to construct or complete the Tenant Improvements itself, then:

(a) Tenant, its officers, employees, agents, contractors and assignees, shall have free access to the Premises and the Building at all reasonable times for the purpose of constructing the Tenant Improvements and for any other purposes reasonably related thereto; and

(b) Base Rent shall be reduced by Tenant's total expense in constructing the Tenant Improvements, including any financing charges for capital and a reasonable amount for Tenant's administrative costs, and including interest at the rate of six percent (6%) per annum ("Tenant's Total Expense"). The rent reduction schedule shall be as mutually agreed to between the parties or, if no such agreement is made, Tenant's Total Expense shall be fully amortized in equal monthly amounts over five (5) years and deducted from the Base Rent payable under the Lease.

Any default by Landlord under the terms of this Work Letter shall constitute a Landlord Default under the Lease and shall entitle Tenant to exercise all remedies set forth in the Lease.

**14. Representatives.**

14.1 Tenant Representative. Tenant has designated Tenant's Work Letter Representative as its sole representative with respect to the matters set forth in this Work Letter who, until further notice to Landlord, shall have the full authority and responsibility to act on behalf of Tenant as required in this Work Letter and whose address, for purposes of any notices to be given regarding matters pertaining to this Work Letter only, is Tenant's Address for Work Letter Notice as set forth in Section 1.2 of the Lease.



14.2 Landlord Representative. Landlord has designated Landlord's Work Letter Representative as its sole representative with respect to the matters set forth in this Work Letter who, until further notice to Tenant, shall have the full authority and responsibility to act on behalf of Landlord as required in this Work Letter and whose address, for purposes of any notices to be given regarding matters pertaining to this Work Letter only, is Landlord's Address for Work Letter Notice as set forth in Section 1.2 of the Lease, which may at Tenant's option be delivered via the email address of the Landlord's representative.

15. Elevator Usage During Move-In. In the event that the use of the freight elevators and/or hoists is not sufficient to meet Tenant's requirements during the early entry period set forth in Section 4.3 of the Lease, (a) Landlord shall cause to be made operational a temporary construction elevator and hoist, or (b) Tenant shall have priority usage of one (1) of the two (2) passenger elevators in the elevator bank that services the Premises in order to assist Tenant in the installation of Tenant's fixtures, furniture and equipment. Any elevator usage provided under this Section 15 shall be at no cost to Tenant.

16. Construction Meetings. During the course of construction, meetings shall be held between the Contractor, Architect, Landlord and Tenant at least once per week, unless Tenant directs otherwise, at a time and place that is mutually convenient. An initial construction meeting shall be held within seven (7) calendar days after the date the Contractor is selected. Contractor shall provide minutes of each construction meeting to Tenant within a reasonable time thereafter, but not later than the date of the next construction meeting.

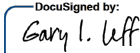
17. Delivery. Delivery of all plans and drawings referred to in this Work Letter shall be either by commercial messenger service, personal hand delivery or Landlord can set up a web-based download, unless otherwise agreed by Landlord and Tenant.

18. Miscellaneous. This Landlord Work Letter sets forth the entire understanding and agreement between the Parties with respect to the subject matter of this Landlord Work Letter. This Landlord Work Letter may be amended only in a writing signed by both Parties. Any notice to a party for a breach of this Landlord Work Letter must be delivered in writing per the terms as set forth in Section 30.6 of the Lease. This Landlord Work Letter shall be construed as if jointly drafted by the parties. This Landlord Work Letter will not be effective unless and until signed by both Parties. Neither party may assign this Landlord Work Letter or its rights or obligations hereunder without the other party's prior written consent. This Landlord Work Letter will be binding upon, enforceable by and inure to the benefit of the Parties and each of their successors and permitted assigns. Provisions contained in this Landlord Work Letter shall prevail in case of conflict over the terms of the Lease. This Landlord Work Letter is hereby incorporated into and made part of the Lease. All the terms and conditions of the Lease remain in full force and effect, except as expressly indicated otherwise in this Landlord Work Letter. This Landlord Work Letter will become effective as of the Effective Date and shall continue in effect, except to the extent it is amended or terminated in accordance with terms of the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Work Letter as of the dates set forth below.

LANDLORD:

LOST HILLS OFFICE PARTNERS LLC

By:  \_\_\_\_\_  
 Name: Gary I. Left  
 Title: Manager  
 Date Signed: 11/13/2024

TENANT:

COUNTY OF LOS ANGELES,  
a body corporate and politic

FESIA A. DAVENPORT  
CHIEF EXECUTIVE OFFICER

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

## **ADDENDUM A To Landlord's Work Letter**

### **BASE BUILDING IMPROVEMENTS**

Landlord has constructed (or will construct) the Building to include the following:

(a) the Building shell and exterior, including perimeter window systems and mullions in good condition. If building has not been constructed or is still under construction, no tenant improvements work shall commence until building has been signed off by the City having jurisdiction and Certificate of Occupancy has been received.

(b) Must also include including mechanical, electrical, sprinkler, plumbing, Fire life safety, heating, air conditioning, ventilation and structural systems within the Building core, stubbed out to the face of the core wall at locations determined by Landlord;

(c) toilet rooms per code, including necessary plumbing fixtures, ceramic tile floors, accessories, ceilings and lighting, with running hot and cold water;

(d) Drywall or lath and plaster covering the exposed side of all exposed core walls, core and perimeter columns and the interior exposed side of all exterior building wall areas except at and under windows. Also included:

(e) public stairways;

(f) passenger and freight elevators;

(g) parking facilities;

(h) ground floor lobby;

(i) finished elevator lobbies (with carpet, lights, finished walls and ceiling);

(j) exterior plazas and landscaping;

(k) loading dock and/or area;

(l) water bottle filling stations/drinking fountains at the core;

(m) electrical/telephone closet with not less than seven (7) watts per square foot of rentable area of normal power in the floor electrical closet;

(n) conduit access sufficient for Tenant's electrical wiring (no additional improvement to increase conduit access will be furnished by Landlord unless there is not sufficient riser space as required for a 1.5" diameter signal cable from the Building main telecommunication vault to the telephone closets on floor 2, in which case Landlord, at no cost to Tenant and without deduction from Landlord's TI Allowance, shall cause such riser space to be made available to Tenant, and provided further that Tenant shall be responsible for the cost for removing the riser floor seal at each floor and the patching of each seal after installation of Tenant's cable);

- (o) two (2) 208/120 and one (1) 480/277 Volt (VAC) panels connected to the Building power system;
- (p) mechanical equipment room with ducted mechanical exhaust system;
- (q) concrete floors with troweled finish ready for tenants floor finish, level to industry standard tolerances and designed to support a minimum live load of fifty (50) pounds per square foot and a partition load of twenty (20) pounds per square foot;
- (r) standard window coverings;
- (s) primary HVAC duct for cooling and primary HVAC duct for heating (heating is for perimeter zone only) to loop from the mechanical equipment room around the building core;
- (t) hot and cold air loops located within the Premises;
- (u) primary fire sprinkler distribution, including secondary piping and sprinkler heads as required for the unoccupied Premises;
- (v) primary fire-life safety enunciation system "backbone" and panels suitable for Tenant's secondary distribution;
- (w) access at panels in the service core for distribution of Building requirements electrical power (initially 120/208 V for power and 277V for fluorescent lighting) up to the limits permitted under applicable law at the time the Building receives the initial temporary certificate of occupancy for the Building; and
- (x) Drywall on the service core walls, columns and sills in the Premises.
- (y) Demolition and removal of any existing improvements or equipment situated within the Premises, unless the Final Plans show that such improvements and/or equipment will remain in the Premises.

## **ADDENDUM B To Landlord's Work Letter**

### **TENANT IMPROVEMENTS**

Tenant improvements shall include:

- (a) Tenant ceilings and lighting;
- (b) Floor finish in the Premises (except elevator lobbies and public corridors on multi-tenant floors and toilet rooms);
- (c) Interior finishes of any kind within the Premises (except elevator lobbies and public corridors on multi-tenant floors and core area toilet rooms);
- (d) Interior partitions, doors and hardware within the Premises;
- (e) Terminal boxes and reheat coils or other HVAC or air distribution devices to or within the Premises;
- (f) As applicable, Tenant's furniture, fixtures and equipment, including telephones, computers and cabling therefor;
- (g) Distribution of electrical services, plumbing services and sprinklers from the core to the Premises, and domestic hot water heater and associated hot water piping;
- (h) Any and all signs for Tenant and the power therefor;
- (i) Security, fire and life-safety systems throughout the Premises, including exit signs, intercoms and extinguishers;
- (j) Additional and/or above standard electrical capacity; and
- (k) Fiber optic access.

**ADDENDUM C To Landlord's Work Letter**

**PRELIMINARY AND FINAL TI COST SUMMARY**

\_\_\_ Preliminary TI Cost Summary  
\_\_\_ Final TI Cost Summary

Lease No. \_\_\_\_\_  
Address \_\_\_\_\_

Cost Category	
Architecture and Engineering Contract	\$
Plan Check Fees & Permits	\$
General Contractor	\$
(Profit)	\$
(Overhead)	\$
Furniture	\$
Other (Specify)	\$
Total TI Costs	\$

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	1/29/2025	
<b>BOARD MEETING DATE</b>	3/4/2025	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input checked="" type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Public Social Services	
<b>SUBJECT</b>	Amendment No. 2 to lease to open escrow after exercising the option to purchase the property period, from within 15 days to 180 days and to exercise the purchase option.	
<b>PROGRAM</b>	DPSS Glendale District Office	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable <b>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 purchase option must be exercised by the County through written notice by no later than March 14, 2025.	
<b>COST &amp; FUNDING</b>	Total cost: \$100	Funding source: Funded by Obligated Fund Account C-SS-Bldg-Purch
	TERMS (if applicable): N/A	
	Explanation: Amendment No. 2 to (a) increase the number of days from 15 working days to 180 days to open escrow, which will give the County sufficient time to complete the needed Property due diligence, return to the Board for approval to purchase the Property and consummate the purchase, (b) provide a form of the Purchase and Sale Agreement, to be used by the parties upon the County's exercise of the purchase option, and (c) authorize payment of \$100 to Lessor as consideration for the Lessor agreeing to extend the time period to open escrow after the County exercises the purchase option.	
<b>PURPOSE OF REQUEST</b>	The purpose of the recommended actions is to provide time to complete escrow, and initiate the process of the proposed acquisition of 4680 San Fernando Road, Glendale, by exercising the purchase option provided to the County in the lease.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	For over 24 years, the facility has functioned as DPSS' Glendale District office, serving the Glendale, Burbank, and La Canada-Flintridge geographic area. DPSS provides CalWORKS, Cal Fresh, START, Medi- Cal, General Relief, and Refugee Employment, and Refugee Cash Assistance programs at the Property. The property is occupied by a combined total of 389 DPSS staff, contractors, and security personnel employees. The Property continues to meet DPSS' space and parking needs and is ideally located in a geographically appropriate area.	
<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>	Helena Dedic Manager, Real Estate CEO Real Estate Division 213-610-0377 hdedic@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"*

March 4, 2025

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:

**AMENDMENT NO. 2 TO LEASE NO. 71917  
AND  
EXERCISE THE OPTION TO PURCHASE  
DEPARTMENT OF PUBLIC SOCIAL SERVICES  
4680 SAN FERNANDO ROAD, GLENDALE  
(FIFTH DISTRICT) (3 VOTES)**

**SUBJECT**

Requesting delegation of authority to the Chief Executive Officer, or her designee, to amend Lease No. 71917 (Lease), for 4680 San Fernando Road in Glendale (Property) to: (a) extend the time to open escrow after the County exercises the option to purchase the Property (Purchase Option); (b) include a form of purchase and sale agreement (Purchase and Sale Agreement), between Chase Glendale Services, LLC (Lessor) and the County; and (c) provide the Lessor with \$100 as consideration for the additional time to open escrow upon the County's exercise of the Purchase Option which maintains the grant of the option to the County. In addition, requesting delegation of authority to the Chief Executive Officer, or her designee, to exercise the option to purchase the Property pursuant to the terms and conditions set forth in the Lease, as amended, subject to future Board approval of the proposed purchase. The Property is an 80,000 square foot office building, with an adjacent parking structure, currently leased by the Department of Public Social Services (DPSS).



**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed delegation of authority to execute the Proposed Amendment No 2 and delegation of authority to exercise the Purchase Option do not constitute a project or, in the alternative, are exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and in the record of the proposed activities.
2. Authorize and direct the Chief Executive Officer, or her designee, to execute the proposed Amendment No. 2 with the Lessor in order to (a) increase the number of days from 15 working days to 180 days within which escrow must be opened, after the County has provided notice to exercise the option to purchase, (b) provide a form of the Purchase and Sale Agreement, to be used by the parties upon the County's exercise of the Purchase Option, and (c) authorize payment of \$100 to Lessor as consideration for the Lessor agreeing to extend the time period to open escrow after the County exercises the Purchase Option.
3. Authorize and direct the Chief Executive Officer, or her designee, to execute any other ancillary documentation necessary to effectuate the proposed Amendment No. 2, and to take actions necessary and appropriate to implement the proposed Amendment No. 2, including, without limitation, exercising the Purchase Option, subject to future approval of the purchase by the Board, if recommended.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended actions is to take initial action with respect to the proposed acquisition of 4680 San Fernando Road, Glendale, by exercising the Purchase Option provided to the County in the Lease. The Property is an improved free-standing building with approximately 80,0000 square feet of office space and an adjacent parking structure situated on two separate parcels currently leased by DPSS. The portion of the Property that includes the office building is located on APN 5696-015-006 and includes approximately 22,381 square feet of land. The portion of the Property that includes the parking structure is located on APN 5696-015-032 and includes approximately 62,718 square feet of land.

DPSS has occupied the Property since September 12, 2000, and the Lease will expire on September 11, 2025.

For over 24 years, the facility has functioned as DPSS' Glendale District office, serving the Glendale, Burbank, and La Canada-Flintridge geographic area. DPSS provides CalWORKS, Cal Fresh, Skills and Training to Achieve Readiness for Tomorrow (START), Medi- Cal, General Relief, and Refugee Employment, and Refugee Cash Assistance programs at the Property. The Property is occupied by a combined total of 389 DPSS

staff, contractors, and security personnel employees. The parking structure provides 404 parking spaces, with free street parking also available.

The Property continues to meet DPSS' space and parking needs and is ideally located in a geographically appropriate area. In addition, the Property is centrally located within one mile of both the 5 and 134 freeways and is adequately served by public transportation.

The Lease includes an option to purchase the Property at the end of the lease term for \$12,520,000. The County executed Amendment No. 1 on July 8, 2014, which amended the option purchase price to \$11,291,200. This price reduction was provided in exchange for the County removing a cancellation right after the 15th year of the Lease term.

The total approximate lease costs over the current 25-year lease term to date is \$65,012,842 and will be \$66,773,125 for the entire lease term.

Based upon a review of available industry data, it has been established that the purchase price of approximately \$141 per square foot to purchase the Property or \$11,291,200, by exercising the option to purchase, is below the market range for this area. A comparable purchase in the area is between \$204.92 and \$354.27 per square foot. Further, if the County were to renew the Lease for an amount equivalent to the purchase price in lieu of purchasing the Property, then the purchase price amount would only provide a little over four years for a lease renewal term.

DPSS has elected to exercise the option for the proposed purchase of the Property so that they may continue providing essential services to the public and surrounding area. Purchasing this property would prove to be an asset for DPSS and the County and would aid the County's efforts to reduce its overall lease footprint and costs associated with leasing, as well as take advantage of all the funds the County has already paid towards the Property in rent payments.

The Purchase Option must be exercised by the County through written notice no later than March 14, 2025. As currently stated in the Lease, the Purchase Option requires the County to open escrow within 15 working days after notice of intent to exercise the Purchase Option, which is an insufficient amount of time for the County to complete the necessary property due diligence, return to the Board for approval to purchase the Property, and to potentially consummate the purchase. The proposed Amendment No. 2 would amend the number of days in which the County must open escrow from within 15 working days to 180 days after exercising the Purchase Option. The Lease also does not currently provide a form of purchase and sale agreement to be used by the parties upon the County's exercise of the Purchase Option. The proposed Amendment No. 2 would include the form of the Purchase and Sale Agreement, which would be pre-negotiated with the Lessor and approved as to form by County Counsel.

As part of the proposed Amendment No. 2, the County would pay the Lessor the sum of \$100 (Option Payment). The Option Payment would be nonrefundable to the County and would be paid in consideration for the Lessor to amend the Lease.

We recommend exercising the Purchase Option because DPSS programs serving the area and nearby communities have been located at the Property for almost 25 years. There is a continuing need for these programs for the foreseeable future.

While exercising the Purchase Option is an initial step to lock in a below market purchase price for the Property, prior to acquisition, the County must still complete all due diligence of the Property and return to the Board for authority to purchase the Property which require appropriate findings under CEQA. The proposed Amendment No. 2 amends the number of days in which the County must open escrow from 15 working days to 180 days, which would give the County sufficient time to complete the needed Property due diligence, return to the Board for authority to purchase the Property, and open escrow and for the potential consummation of the proposed purchase.

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

The recommended actions support North Star 1- Make Investments that Transform Lives providing that we aggressively address society's most complicated social, health, and public safety challenges.

The potential purchase following the exercise of the option is consistent with North Star 3 – Realize Tomorrow's Government Today, and is also consistent with Strategic Asset Management Goal – Maximize use of County space and achieve cost savings, and Key Objective No. 3 – Optimize Real Estate Portfolio.

The proposed Amendment No. 2 and potential property acquisition supports the above goals and objective by continuing the County's use of an existing operational facility that provides necessary community support and social services. Furthermore, the acquisition of the Property would eliminate the need for the County to continue to pay rental payments under a lease of private property and would ensure the County receives full autonomy and site control of this real estate asset under County ownership.

### **FISCAL IMPACT/FINANCING**

DPSS will continue paying the current monthly rent of \$251,469 unless and until such time as the County has acquired the Property.

The estimated due diligence costs, potential testing and/or environmental site assessment Phase 2 activities, will not exceed \$100,000 and will be funded by Obligated Fund Account C-SS-Bldg-Purch.

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

The proposed Amendment No. 2 would be effective upon approval by the Board and full execution of the proposed Amendment No. 2, if approved.

County Counsel has reviewed the proposed Amendment No. 2 and form of the Purchase and Sale Agreement that have been substantially negotiated which will be included and both agreements will be approved as to form. The proposed Amendment No. 2 is authorized under section 25351 of the California Government Code, 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, and would facilitate the proposed purchase of the Property.

## **ENVIRONMENTAL DOCUMENTATION**

Delegation of authority to execute Amendment No. 2 and to exercise the Purchase Option are not a project under CEQA since they are activities that are excluded from the definition of a project by section 21065 of the Public Resources Code and are administrative activity of government under section 15378(b) of the State CEQA Guidelines since the action would not result in direct or indirect physical changes to the environment.

In the alternative, the activities are exempt from CEQA pursuant to Section 15301 of the State CEQA Guidelines and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G which apply to operation and leasing of an existing facility with negligible or no expansion of use. The proposed lease amendment, which involves modifications to the terms of the existing lease of existing office space within an existing building, with no currently proposed physical or operational changes or expansion of the existing building, is within a class of projects that have been determined not to have a significant effect on the environment. Due diligence activities pursuant to the exercise of the Purchase Option which includes potential testing and/or environmental site assessment Phase 2 activities are statutorily exempt pursuant to State CEQA Guidelines section 15262 as feasibility or planning studies which the County has not approved, adopted or funded and are categorically exempt under State CEQA Guidelines Section 15306 and Class 6 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G which apply to information collection as part of a study leading to an action which the County has not yet approved, adopted or funded for which environmental factors are considered. In addition, based on the record of the proposed activity, 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. In addition, the proposed actions do not commit the County to a project, and it can be seen with certainty that there

The Honorable Board of Supervisors

March 4, 2025

Page 6

is no possibility that the proposed actions will have a significant effect on the environment under section 15061 of the Public Resources Code.

Upon the Board's approval of the recommended actions herein, a Notice of Exemption will be filed with the Registrar-Recorder/County Clerk and with the State Clearinghouse in the Governor's Office of Land Use and Climate Innovation in accordance with Public Resources Code section 21092.

Approval of the recommended actions does not approve the acquisition of the property. CEO will return to the Board in the future if acquisition of the Property is recommended, along with recommendations for appropriate CEQA findings, and any funding-related matters as necessary.

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

The proposed Amendment No. 2 and exercise of the option to purchase will have no impact on current DPSS services because operations for the clients will remain the same. DPSS concurs with the proposed Amendment No. 2 and recommendations.

Respectfully submitted,

FESIA A. DAVENPORT  
Chief Executive Officer

Enclosures

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

**AMENDMENT NO. 2 TO COUNTY LEASE NO. 71917  
4680 SAN FERNANDO ROAD, GLENDALE**

This Amendment No. 2 to Lease No. 71917 (this “**Amendment No. 2**”) is made and entered into this \_\_\_\_\_, 2024 (the “**Effective Date**”), by and between CHASE GLENDALE SERVICES, LLC, a California limited liability company (“**Lessor**”) and the COUNTY OF LOS ANGELES, a body politic and corporate (the “**Lessee**”). Lessor and Lessee are occasionally referred to herein singularly as a “**Party**” and collectively as the “**Parties.**”

**RECITALS**

A. Lessor and Lessee entered into that certain County Lease No. 71919, dated January 19, 1999 (the “**Original Lease**”), as amended by that certain Amendment No. 1 to County Lease No. 71917, dated July 8, 2014 (“**Amendment No. 1**” and together with the Original Lease, collectively, the “**Lease**”), whereby Lessor leases to Lessee those certain premises comprised of a free standing building with approximately 80,0000 rentable square feet of office space and an adjacent parking structure, located at 4680 San Fernando Road, in the City of Glendale, State of California, as more particularly described in the Lease (the “**Premises**”). All capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Lease.

B. Section 20 of the Lease provides Lessee with an option to purchase the Premises, as more particularly set forth therein (the “**Option to Purchase**”).

C. The Parties desire to amend and restate the terms and conditions set forth in Section 20, pursuant to and in accordance with this Amendment No. 2. The Lease, as amended by this Amendment No. 2, shall be referred to herein as the “**Amended Lease.**”

D. Lessee desires, upon receipt of authority from the Los Angeles County Board of Supervisors (the “**Board**”), to exercise the Option to Purchase during the Original Term, for the Purchase Price of eleven million two hundred ninety-one thousand two hundred dollars (\$11,291,200), pursuant to and in accordance with the Amended Lease.

**AGREEMENT**

NOW THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated herein as if set forth in full in this Amendment No. 2, the covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Ratification; Conflict. The Parties hereby (i) ratify the Lease in all respects and (ii) acknowledge and reaffirm all of their obligations under the Lease. To the extent the terms and conditions of the Lease are inconsistent with or conflict with this Amendment No. 2, the terms and conditions of this Amendment No. 2 shall control.

2. Revised Option to Purchase. Section 20 of the Original Lease, as amended by Section 2 of Amendment No.1, is hereby deleted in its entirety and replaced with the following:

20. Option to Purchase: Lessor hereby grants to Lessee an exclusive option (the “**Option**”) to purchase the fee simple interest in, and title to, the Premises pursuant to the terms and conditions set forth in this Section 20 and in the purchase and sale agreement attached hereto as Exhibit E (the “**PSA**”).

a. Option Payment. By not later than the date that is thirty (30) calendar days after the Effective Date of this Amendment No. 2, Lessee shall pay to Lessor the sum of one hundred dollars (\$100) (the “**Option Payment**”). The Option Payment shall be nonrefundable to Lessee, except as expressly provided in the Lease. Lessor and Lessee acknowledge and agree that the Option Payment is being paid in consideration for Lessor maintaining its grant of the Option to Lessee during the term of the Lease.

b. Exercise. Lessee may, but shall not be obligated to, exercise the Option by delivering to Lessor written notice (the “**Option Exercise Notice**”) by not less than one hundred and eighty (180) days prior to the last day of the Lease term (as the same may be extended). In the event Lessee delivers the Option Exercise Notice to Lessor (such date, the “**Exercise Date**”), Lessor shall promptly, and in any case, within three (3) Business Days after the Exercise Date, countersign the PSA and deliver the executed PSA to Lessee. Lessee shall continue to pay all rent due under the Lease until a grant deed conveying the Premises to Lessee is recorded in the Official Records of Los Angeles County (the “**Deed**”).

c. Purchase Price. The purchase price for the Premises shall be (as applicable, the “**Purchase Price**”): (i) \$11,291,200, if the Option is timely exercised during the Original Term; (ii) \$5,991,505, if the Option is timely exercised during the first renewal term; and (iii) \$3,100,957, if the Option is timely exercised during the second renewal term.

d. Escrow. Upon receiving approval from Lessee’s Board of Supervisors to enter into the PSA, Lessee shall execute the PSA and open an escrow (an “**Escrow**”) with Commonwealth Land Title Insurance Company (or such other company as agreed to in writing by Lessee and Lessor) (the “**Title Company**” and “**Escrow Holder**”) by delivering to Escrow Holder a copy of the PSA, duly executed by both Lessor and Lessee. The date upon which Escrow Holder countersigns the PSA shall be the “**PSA Effective Date**.”

e. Due Diligence.

(i) Materials. By not more than five (5) Business Days after the Effective Date of Amendment No. 2, Lessor shall provide Lessee with a list of materials to be provided and deliver, or make available, to Lessee copies of all said materials relating to the Premises but only to the extent the same exist and are in Lessor’s possession or direct control, including but not limited to the following (the “**Due Diligence Materials**”):

(I) any existing plans for or surveys of the land upon which the Premises is located (the “**Survey**”);

(II) the most recent Phase One report pertaining to Hazardous Substances performed by Orswell and Kasman (as defined in Section 7.1 of the PSA), improvement and landscape plans, permits and licenses issued by any local, regional, state or federal governmental entity, agency, court, judicial or quasi-judicial body, or legislative or quasi-legislative body (each, a “**Governmental Authority**”), and significant correspondence with Governmental Authorities, that relate directly to the Premises;

(III) a preliminary title report or title commitment (in either case, the “**PTR**”) for the Premises issued by the Title Company detailing all easements, regardless of purpose or use, associated with the Premises, or any development approvals and a legible and complete copy of each and every document referenced in the PTR;

(IV) all architectural and civil or structural engineering documents that relate directly to the Premises, including but not limited to, as built plans, if any, and specifications for the Improvements (as defined in the PSA), copies of all permits, licenses, entitlements and certificates of occupancy for the Premises;

(V) all contracts and agreements pertaining to the Premises existing on the Exercise Date, and any amendments and modifications thereto (the “**Contracts**”);

(VI) all leases, licenses, or other agreements for use or occupancy of any portion of the Premises, and all amendments and modifications thereto, if any; and

(VII) such other reasonable, usual and customary due diligence documents reasonably requested by Lessee, to the extent in Lessor’s possession.

(ii) Governmental Correspondence. From the Effective Date of Amendment No. 2 and until the earlier of the Closing Date (as defined in Section 20.e below) and the date of termination of this Lease, as hereby amended, Lessor shall send Lessee a copy of any correspondence concerning the Premises that Lessor receives from any Governmental Authority or that Lessor sends to any Governmental Authority.

(iii) Lessee’s Inspections. During the Due Diligence Period (as defined in Section 20.d(iv) below) and thereafter until any termination of this Lease,



as hereby amended, or the PSA, Lessee's and Lessee's elected and appointed officers, employees, agents, attorneys, lenders, consultants, and contractors (collectively, "**Lessee's Representatives**") may, during normal business hours and upon not less than one (1) Business Day prior notice (which may be oral notice) to Lessor representative, David A. Parker (Phone No. (310) 689-7600; Email: dparkinvest@yahoo.com ("**Lessor's Representative**," enter upon the Premises solely to conduct such inspections, investigations and tests as Lessee deems appropriate in its sole and absolute discretion (collectively, "**Lessee's Inspections**"); provided, however, Lessee shall obtain the written approval of Lessor's Representative, in its reasonable discretion, prior to conducting any borings or other invasive or destructive testing. In connection with Lessee's Inspections, Lessee shall immediately restore the Premises to substantially the same condition as it was in prior to the Lessee Inspection, at Lessee's sole expense, unless any non-restoration is approved in writing by Lessor in its reasonable discretion. Lessee shall cause Lessee's Inspections, including, without limitation, all investigations, borings, and invasive testing activities, to be conducted (a) in a safe and professional manner, (b) so as not to create any dangerous or hazardous condition on or about the Premises, (c) in compliance with any and all applicable laws, statutes, ordinances, orders, rules, regulations, codes, demands or other directives or requirements of any local, state or federal Governmental Authority (collectively, "**Applicable Laws**"), (d) only after obtaining all permits required to be obtained with respect to such activities, and (e) in a manner that does not cause any damage (except to the extent restoration is not required, as described above), loss, cost or expense to, or claims against Lessor or the Premises. Lessor shall have no obligation to repair any problems or defects disclosed by Lessee's Inspections. A representative of Lessor may accompany Lessee during the Lessee's Inspections at Lessee's election. Lessee shall have the right to meet with governmental officials having jurisdiction over the Premises, subject to prior written notice to Lessor of, and a reasonable right of Lessor's representative (and/or Lessor's counsel) to attend, any such meetings or to participate in any such calls. All Lessee Inspections shall be at Lessee's sole cost, and Lessee shall indemnify, hold harmless and defend Lessor from any damages and liens arising from any Lessee Inspections; provided, however, such indemnification obligation shall not be applicable to Lessee's mere discovery of any pre-existing adverse physical condition at the Premises, except to the extent Lessee and/or Lessee's agents or representatives exacerbate such pre-existing condition and then only to the extent of such exacerbation.

(iv) Lessee's Due Diligence Approvals.

(I) Due Diligence Review. Lessee's obligations under the PSA, including, but not limited to, its obligations to purchase the Premises on the Closing Date, are subject to the approval or confirmation by

Lessee, in Lessee's sole and absolute discretion, of Lessee's due diligence investigations of the Premises, including without limitation, review and approval of the Due Diligence Materials and Lessee's Inspections, during the period (the "**Due Diligence Period**") from the Effective Date of Amendment No. 2 through 5:00 pm Pacific time on the date that is fourteen (14) calendar days after the PSA Effective Date (the "**Due Diligence Deadline**"). If, during the Due Diligence Period, Lessee determines that it is dissatisfied, in Lessee's sole and absolute discretion, for any reason or no reason whatsoever, with any aspects of the Premises and/or its condition or suitability for Lessee's intended use, or with any of the Due Diligence Materials or the results of Lessee's Inspections, then Lessee may rescind the Option Exercise Notice and/or terminate the PSA, and the Escrow created pursuant thereto, as applicable, by delivering written notice to Lessor and Title Company on or before the Due Diligence Deadline of Lessee's election to rescind or terminate (a "**Termination Notice**"), in which event the Option Exercise Notice shall be void and of no further force or effect, as applicable, the PSA, the Escrow, and the rights and obligations of the parties thereunder shall terminate, other than the Surviving Obligations (as defined in Section 5.5 of the PSA), and neither party shall have any further right or obligation hereunder other than the Surviving Obligations.

(II) Assumed Contracts. Lessee shall, on or prior to the Due Diligence Deadline, advise Lessor of which Contracts, if any, Lessee elects to assume. Other than the Contracts that Lessee has so elected to assume, Lessor shall terminate all other Contracts effective as of the Closing.

(III) Title Review.

(A) Lessee shall have until the Due Diligence Deadline to deliver to Lessor written notice ("**Lessee's Title Notice**") of Lessee's approval, conditional approval, or disapproval, in Lessee's sole and absolute discretion, of any matter in the PTR or disclosed by the Survey or any update thereto.

(B) Lessor shall have five (5) Business Days after receipt of Lessee's Title Notice or Lessee's deemed disapproval ("**Lessor Response Period**"), to provide Lessee with a written response ("**Lessor's Title Response**") stating that Lessor shall either (such election to be made in Lessor's sole and absolute discretion): (a) cause the matters disapproved by Lessee to be removed of record, or commit to cause the Title Company to endorse over such matters

pursuant to an endorsement or endorsements acceptable to Lessee, in Lessee's sole and absolute discretion, or otherwise cure such matters, prior to the Closing, and to give Lessee and the Title Company written notice of those matters that have been or will be cured on or before the Closing; or (b) not cause such matters to be so cured. If Lessor does not, during the Lessor Response Period, deliver a Lessor's Title Response that is satisfactory to Lessee in Lessee's sole discretion, then Lessor shall be deemed to have elected not to cure any matters disapproved by Lessee. Notwithstanding the foregoing, Lessor shall be obligated to remove as exceptions to title to the Premises as of the Closing all delinquent tax liens for the Premises, mechanics' liens (attributable to work ordered by or at the direction of Lessor and not contracted for by Lessee), mortgages, deeds of trust, financing statements, judgment liens, and other monetary encumbrances recorded against the Premises (collectively, "**Monetary Liens**") or encumbrances and all claims to fee title or leasehold or other possessory interests in the Premises, other than those arising from Lessee's Inspections or this Lease, as hereby amended. Lessor may, but shall not be obligated to instruct the Title Company to use the proceeds of the Purchase Price otherwise due to Lessor in order to remove any Monetary Liens continuing to encumber the Premises immediately prior to the Closing.

(C) If Lessor does not state in Lessor's Title Response that it shall cause all of the matters disapproved by Lessee to be cured prior to the Closing Date, then Lessee may, by not later than ten (10) Business Days after receipt of Lessor's Title Response, (x) deliver to Lessor and the Title Company a Termination Notice, or (y) terminate its disapproval of those matters that Lessor does not elect to cure by delivering written notice of such waiver (the "**Title Approval Notice**") to Lessor and the Title Company. If Lessee does not deliver the Title Approval Notice in such case, Lessee shall be deemed to have elected to terminate the Option Exercise Notice and/or the PSA, as applicable. A "**Business Day**" shall mean any day of the year that is not a Lessee holiday (as such Lessee holidays are disclosed on <https://www.lacounty.gov/government/about-lacounty/county-holidays/>) and any other day in which commercial banks are either not required to open or are authorized to close in Los Angeles, California.

(D) If the Title Company issues any supplement or amendment to the PTR after the Due Diligence Deadline, then Lessee may issue a supplement to its Lessee's Title Notice respecting only new matters first shown on the supplemental or amended PTR within ten (10) Business Days after Lessee's receipt of legible copies of the

title documents referenced in such supplement and, if such supplement includes disapproval of any matter, then Lessor shall respond within five (5) Business Days with a supplement to Lessor's Title Response.

(E) Lessee's failure to either disapprove or approve in writing any of the items described in this Section 20.d(iv)(iii) within the time period allotted to such item shall be deemed to constitute Lessee's disapproval of same.

f. Closing. The Closing (as defined in the PSA) shall take place by not later than the date that is sixty (60) days after the PSA Effective Date (such date, the "**Closing Date**"). The Parties agree that time is of the essence and that both Parties shall work cooperatively and in good faith to consummate the Closing at the earliest feasible time. The PSA will include a customary "as-is" sale / release provision respecting the sale of the Premises, subject to the representations and warranties of Lessor. At the close of escrow, Lessee will obtain and pay for (at Lessee's sole cost and expense) a policy of title insurance satisfactory to Lessee from a reputable title company which insures the record title of the Premises in an amount equal to the applicable option price and at the close of escrow Lessee will pay all documentary transfer taxes required to be paid as to the Deed, if any. All usual escrow changes shall be shared equally (50/50) by the parties. The balance of any funds due will be determined by the Escrow Holder.

g. Lessee's Benefit. This Section 20 and the Option are only for the benefit of Lessee, and no other person or entity shall be a beneficiary of this provision or have any rights to enforce the same.

3. Entire Agreement. This Amendment No. 2 contains the entire agreement of the Parties with respect to its subject matter and all prior negotiations, discussions, representations, agreements and understandings heretofore had among the Parties with respect thereto are merged herein. This Amendment No. 2 may not be changed or terminated orally, but only by an agreement in writing signed by the Parties.

4. Authority. Each of the undersigned signatories for Lessor personally covenant, warrant, and guarantee that each of them, jointly and severally, have the power and authority to execute this Lease upon the terms and conditions stated herein and each agrees to indemnify and hold harmless the Lessee from all damages, costs, and expenses, which result from a breach of this representation.

5. Severability. If any of the provisions of this Amendment No. 2, or the application thereof to any person or circumstances, shall, to any extent, be held by a highest court of competent jurisdiction to be invalid or unenforceable, the remainder of this Amendment No. 2, or the application of such provision or provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this Amendment No. 2 shall be valid and enforceable to the fullest extent permitted by law.

6. Governing Law. This Amendment No. 2 shall be construed in accordance with the laws of the State of California, without regard to conflict of law principles.

7. Counterparts. The Parties hereby agree that this Amendment No. 2 may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original but all such counterparts together shall constitute one and the same instrument, and that facsimile or other electronic signatures (including .pdf signatures transmitted via electronic mail) shall be sufficient for purposes of executing and delivering this Amendment No. 2.

*[SIGNATURE PAGES IMMEDIATELY FOLLOW]*

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 effective as of the Effective Date.

**LESSOR:**

**CHASE GLENDALE SERVICES, LLC,**  
a California limited liability company

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

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

**LESSEE:**

**COUNTY OF LOS ANGELES,**  
a body corporate and politic

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

**APPROVED AS TO FORM:**

DAWYN R. HARRISON  
County Counsel

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

**EXHIBIT E**

**FORM OF PURCHASE AND SALE AGREEMENT**



## PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

This Purchase and Sale Agreement and Joint Escrow Instructions (this “**Agreement**”) is effective as of [\_\_\_\_\_] (the “**Effective Date**”), by and between CHASE GLENDALE SERVICES, LLC, a California limited liability company (“**Seller**”), and COUNTY OF LOS ANGELES, a body politic and corporate (“**County**”). Each of Seller and County are occasionally referred to herein as a “**Party**” and collectively as the “**Parties**.”

### RECITALS

A. Seller is the fee owner of certain real property located at 4680 San Fernando Road, in the City of Glendale, County of Los Angeles, State of California, as more particularly described on Exhibit A attached hereto (the “**Land**”).

B. Seller and County are parties to that certain County Lease No. 71919, dated January 19, 1999 (the “**Original Lease**”), as amended by that certain Amendment No. 1 to County Lease No. 71917, dated July 8, 2014 (“**Amendment No. 1**”) and by that certain Amendment No. 2 to County Lease No. 71917 dated \_\_\_\_\_, 2024 (“**Amendment No. 2**” and together with the Original Lease and Amendment No. 1, collectively, the “**County Lease**”). All capitalized terms used but not otherwise defined herein shall have the meanings set forth in the County Lease.

C. Pursuant to the County Lease, County leases the Premises (as defined in the County Lease), which consists of the Land and the improvements thereon. Section 20 of the County Lease, as amended and restated in its entirety in Amendment No. 2 (“**Section 20**”) provides County with an option to purchase the Premises, as more particularly set forth in the County Lease and Section 20 is hereby incorporated into this Agreement as if set forth in full herein and deemed a contractual part hereof (the “**Option to Purchase**”).

D. On \_\_\_\_\_ (the “**Option Exercise Date**”), County delivered an Option Exercise Notice (as defined in the County Lease) to Seller.

E. Pursuant to the County Lease, in connection with County’s exercise of the Option to Purchase, County agrees to provide Seller with a non-exclusive license (the “**License**”) to enter upon and access a certain portion of the Premises as depicted on Exhibit J attached hereto (the “**License Area**”) for the purpose of vehicular parking on and at the License Area.

F. Seller intends to acquire a parcel of land adjacent to the Premises, located at 4690 San Fernando Road, in the City of Glendale, State of California (the “**Adjacent Parcel**”) and, upon the acquisition of the Adjacent Parcel, to obtain from the City of Glendale a lot line adjustment that would adjust the boundary of the Adjacent Parcel to include the License Area (the “**Lot Line Adjustment**”), substantially consistent with the depiction attached as Exhibit K.

G. Seller desires to sell the Property (as defined in Section 1) to County, and County desires to purchase the Property from Seller, upon the terms and conditions set forth in this Agreement and Section 20.

H. The Board of Supervisors (the “**Board**”) for the County has made the findings and determinations that it has deemed necessary to comply with the California Environmental Quality Act, Cal. Pub. Res. Code §§ 21000 *et seq.*

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated into this Agreement as if set forth in full herein and deemed a contractual part hereof, the mutual covenants and promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by County and Seller, each intending to be legally bound, do hereby covenant and agree as follows:

### AGREEMENT

1. Purchase and Sale; Property. Seller agrees to sell and convey to County, and County agrees to purchase and accept from Seller, at the price and upon the terms, provisions and conditions set forth in this Agreement, all of Seller's right, title and interest in the Land, free and clear of all liens, encumbrances, assessments, easements, and taxes, together with all of Seller's right, title and interest in all of the following items in respect of the Land (collectively, the "**Property**"):

1.1. all rights, privileges, easements, appurtenances, and other estates pertaining or appurtenant to the Land, including, without limitation, all easements, rights, mineral rights, oil and gas rights, water, water rights, water and other utility meters, air rights, off-site parking rights, and any rights-of-way and other appurtenances used or connected with the beneficial use or enjoyment of the Land and all of Seller's right, title and interest, if any, in and to all roads and alleys adjoining or servicing the Land (collectively, the "**Appurtenances**");

1.2. all existing buildings, improvements and fixtures, if any, located on the Land, including, without limitation, heating, ventilation and air condition, electrical and other utility systems and facilities, if any, serving the existing buildings (collectively, the "**Improvements**" and together with the Land and Appurtenances, the "**Real Property**");

1.3. all personal property, equipment, supplies and fixtures, if any, owned by Seller and located on the Real Property on the Effective Date and used in connection with the ownership, operation or maintenance of, or otherwise relating to, the Real Property (collectively, the "**Personal Property**"). Seller shall not remove any Personal Property, located on the Real Property as of the Effective Date, from the Real Property prior to the Closing;

1.4. all contracts and agreements, if any, existing on the Effective Date, as listed on Exhibit B (collectively, the "**Contracts**"), in each case to the extent (a) County elects to receive assignment of such Contract by written notice to Seller during the Due Diligence Period, (b) such Contracts are assignable without consent or cost (other than any consents that either Party may obtain and costs that either Party may agree to pay, in each case, without any obligation to do so) and (c) such Contracts remain in effect subsequent to the Closing (Seller shall terminate effective prior to the Close of Escrow any Contracts not being assigned to County at the Close of Escrow pursuant to the preceding clauses (a) or (b));

1.5. all leases (including any guaranties thereof), rental agreements, license agreements and other agreements for the occupancy of the Real Property, or other possessory interests by third parties on the Property, if any, existing on the Effective Date (collectively, the "**Leases**"), in each case to the extent such leases (a) remain in effect subsequent to the Closing, or (b) relate to a tenant who remains in possession of any portion of the Real Property on the Closing Date; and

1.6. all intangible property used and necessary in connection with the Real Property, including, without limitation, all warranties, guaranties, development rights, entitlements, governmental permits, licenses, certificates, other governmental approvals, deposits, refund rights and credits with governmental, quasi-governmental or utility agency, if any, which benefit the Real Property and/or the Personal Property, all surveys, reports, plans, specifications, drawings, appraisals, reports and studies, and

all applications, plans, drawings, designs, signs, logos, trade names, trademarks, service marks, styles or similar intellectual property owned by Seller with respect to the Property, all social media accounts (if any) with respect to the Property, all marketing and merchandising materials (including, but not limited to, signs, advertisements, brochures, project names, logos, and all computer source disk materials for the foregoing items) (collectively, the “**Intangible Property**”).

2. Purchase Price; Independent Consideration.

2.1. Purchase Price. The purchase price for the Property is [DETERMINED PURSUANT TO THE COUNTY LEASE] (the “**Purchase Price**”).

2.1.1. Independent Consideration. Within seven (7) Business Days (as defined in Section 3.4.4.3) after the Effective Date, County shall deliver to the Title Company (as defined in Section 5.1), the sum of one hundred dollars (\$100.00) (the “**Independent Consideration**”), which Title Company shall immediately release and deliver to Seller as independent consideration for County’s rights under this Agreement and for Seller providing to County the Due Diligence Period within which to perform County’s Investigation of the Property. Seller shall, in all events, retain the Independent Consideration, but the Independent Consideration shall be applied as a credit against the Purchase Price at the Closing (defined in Section 5.1).

2.1.2. Purchase Price Balance. Provided that all of the other conditions precedent to County’s obligation to purchase the Property are timely satisfied, then one (1) business day prior to the Closing Date, County shall deposit into Escrow (as defined in Section 5.1) the balance of the Purchase Price (i.e., the Purchase Price less the Independent Consideration) (the “**Purchase Price Balance**”).

3. Condition of Property. Within five (5) Business Days following the Option Exercise Date, Lessee shall commence its due diligence of the Premises, and the Parties shall work together cooperatively and in good faith, in accordance with the terms and conditions set forth in Section 20, until Lessee has elected to proceed with or terminate the transaction contemplated under this Agreement.

4. Prorations and Apportionments.

4.1. All real and personal property ad valorem taxes, assessments and bonds levied or assessed against the Property, whether payable in installments or not, shall be prorated between Seller and County and paid through Escrow (as defined in Section 5.1) as of 12:01 A.M. Pacific time on the Closing Date (the “**Proration Time**”), based on the latest available tax rate and assessed valuation, as of such date, and shall be re-prorated and adjusted upon receipt of the actual tax bill. The Party receiving the actual tax bill shall deliver a copy thereof to the other Party within ten (10) calendar days of receipt and the parties shall complete the re-proration based on the actual tax bill within fifteen (15) calendar days thereafter. All taxes, bonds, assessments and supplemental taxes due and payable prior to the Closing shall be paid by Seller on or before the Closing. All taxes, bonds, assessments and supplemental taxes due and payable following the Closing shall be assumed and/or paid by County (County having received a credit at the Closing, to the extent provided in the immediately-preceding sentence and not paid by Seller, for the portion thereof attributable to the period prior to the Closing). Any taxes which have been prepaid by Seller shall not be prorated, but Seller shall have the sole right after Closing to apply to the Los Angeles County Treasurer for refund of the taxes attributable to the period after acquisition, pursuant to Revenue and Taxation Code Section 5096.7.

4.2. Subject to Sections 4.3 and 4.4, all revenues and expenses, if any, of the Property shall be prorated and apportioned as of the Proration Time so that Seller shall bear all expenses incurred by

Seller with respect to the Property through and including the period preceding the Proration Time and shall have the benefit of all income with respect to the Property through and including the period preceding the Proration Time. Any revenue or expense amount which cannot be ascertained with certainty as of the Proration Time shall be prorated on the basis of the parties' reasonable estimates of such amount and shall be the subject of a final proration thirty (30) calendar days after the Closing, or as soon thereafter (but not later than one hundred eighty (180) calendar days after the Closing) as the precise amounts can be ascertained. Either Party owing money to the other Party based on any adjustments to the prorations shall promptly pay such sum upon demand, together with interest at the maximum legal rate, if payment is not made within ten (10) calendar days following such demand. A proposed estimated statement of such prorations shall be delivered by Title Company to County and Seller at least three (3) days prior to the Closing Date, and County and Seller shall use diligent efforts to reach agreement as to prorations and to deliver to Title Company a statement setting forth their agreed prorations at least two (2) Business Days prior to the Closing Date.

4.3. Expenses to be prorated shall include payments under any Leases, the Contracts, water, sewer, gas, electricity, telephone and other utility charges, if any, unfixed meter charges, if any (apportioned on the basis of the last meter reading), license and permit fees, owner's association dues and charges, if any, and other expenses customarily prorated in Los Angeles County, California. County shall use commercially reasonable efforts to cause the transfer of all utilities to the name of County as of the Closing Date, and Seller shall use commercially reasonable efforts to have all utility meters read as of the Closing Date.

4.4. County and Seller each agree to deposit with Title Company or otherwise make arrangements with Title Company with respect to such Party's share of the prorations.

4.5. All prorations, unless otherwise provided herein, shall be on an accrual basis and based upon actual elapsed calendar days. County and Seller shall allow the other access upon reasonable prior written notice to their respective records relating to the Property to verify the prorations and adjustments provided in this Agreement.

4.6. In addition to the foregoing, County and Seller shall cooperate reasonably with respect to the exchange and/or delivery of any and all Contracts (including any originals), items evidencing and/or relating to the Intangible Property, and keys to County on or about the Closing Date.

4.7. The provisions of this Section 4 shall survive the Closing and the delivery and recording of the Deed (as defined in Section 5.1).

5. Opening and Closing.

5.1. Opening; Closing Date and Place. Escrow (the "**Escrow**") shall be opened upon delivery of this Agreement, duly executed by both County and Seller, to Commonwealth Land Title Insurance Company (or such other company as agreed to in writing by County and Seller) (the "**Title Company**"), which shall be the title company and escrow holder with respect to the transaction provided for in this Agreement. For purposes of this Agreement, the "**Closing**" shall be defined as the recordation of a grant deed in the form of Exhibit D attached hereto (the "**Deed**"), conveying the Real Property to County in the Official Records of Los Angeles County, California and the satisfaction of all other Closing conditions set forth in this Agreement. The Closing shall occur on the date that is sixty (60) days after the date on which the fully executed Agreement has been delivered to Escrow holder, as evidenced by the Escrow holder's counterpart signature on the fully executed Agreement, or on such other date as may be mutually agreed upon in writing by Seller and County (the "**Closing Date**"). Time is of the essence with respect to each of the dates specified above. All funds necessary to consummate the Closing (the "**Funds**")

shall be deposited by County into Escrow no later than one (1) Business Day prior to the Closing Date. The Title Company is located at: 601 S. Figueroa Street, Suite 4000, Los Angeles, CA 90017, and the primary contact person is [ ] | Email: [ ] | Phone: [ ].

5.2. Seller's Closing Deliveries. At or before the Closing Date (except as otherwise set forth herein), Seller shall execute, acknowledge and/or deliver, as applicable, the following items into Escrow (collectively, the "**Seller's Deliveries**"):

5.2.1. The Deed, executed and acknowledged by Seller;

5.2.2. A bill of sale in the form of Exhibit E attached hereto (the "**Bill of Sale**"), duly executed by Seller;

5.2.3. An assignment and assumption in the form of Exhibit F attached hereto ("**General Assignment**"), executed by Seller;

5.2.4. A Certificate of Non-Foreign Status in the form of Exhibit G attached hereto ("**FIRPTA**"), executed by Seller;

5.2.5. A California FTB Form 593-C ("**Form 593-C**"), executed by Seller;

5.2.6. A California Natural Hazard Disclosure Statement in accordance with California Civil Code Section 1102;

5.2.7. A closing statement prepared by the Title Company, reflecting all credits, prorations, apportionments and adjustments contemplated hereunder (the "**Closing Statement**"), executed by Seller; and

5.2.8. Such evidence of Seller's authority, the owner's affidavit in the form of Exhibit H attached hereto and other documents reasonably required by the Title Company.

5.3. County's Closing Deliveries. At or before Closing, County shall execute, acknowledge and/or deliver, as applicable, the following items into Escrow (collectively, the "**County's Deliveries**"):

5.3.1. The Purchase Price Balance;

5.3.2. County's share of any prorations and expenses as provided in Section 4;

5.3.3. A Certificate of Acceptance ("**Certificate of Acceptance**"), executed by County;

5.3.4. The General Assignment, executed by County;

5.3.5. The Closing Statement, executed by County; and

5.3.6. Such evidence of County's authority and other documents reasonably required by the Title Company.

5.4. Closing Expenses.

5.4.1. At the Closing, Seller shall pay for: (i) all costs regarding the satisfaction and discharge of any Seller Liens (as defined in Section 6.1); and (ii) one-half of the Escrow fees and the recording charges with respect to the Deed, if any.

5.4.2. At the Closing, County shall pay for: (i) the cost to obtain the Title Policy (as defined in Section 6.1), including any endorsements desired by County; (ii) the cost of any Survey ordered by County; (iii) all documentary transfer taxes required to be paid as to the Deed, if any and (iv) one-half of the Escrow fees and the recording charges with respect to the Deed, if any.

5.4.3. Each Party shall be responsible for its own attorney fees (if any). Any Closing expenses not specified herein shall be paid as customary in Los Angeles County. Each Party's obligation to pay costs under this Section 5.4 shall survive the Closing and the delivery and recording of the Deed.

5.5. County's Conditions Precedent to Closing. County's obligation to consummate the transaction contemplated by this Agreement is subject to the satisfaction of the following conditions (the "**County Conditions Precedent**"):

5.5.1. The due performance by Seller of each and every undertaking and agreement to be performed by it pursuant to this Agreement, in all material respects, and the truth of each representation and warranty made by Seller in this Agreement in all material respects at the time as of which the same is made and as of the Closing Date as if made on and as of the Closing Date.

5.5.2. That at no time on or before the Closing Date shall have occurred a bankruptcy or any other event of dissolution with respect to Seller.

5.5.3. Seller shall have delivered Seller's Deliveries into Escrow in accordance with Section 5.2 above.

5.5.4. The Title Company shall unconditionally commit to County at Closing to issue the Title Policy to County pursuant to Section 6 herein.

5.5.5. County shall have obtained all approvals required by any Governmental Authority (including County) having jurisdiction over the acquisition of the Property, in compliance with all Applicable Laws.

In the event that any of the County Conditions Precedent are not satisfied as of the Closing Date (a) County may waive such contingency by giving written notice thereof to the Title Company and proceed with the Closing, or (b) in the absence of such waiver, this Agreement, the Escrow, and the rights and obligations of the Parties hereunder shall terminate, other than the Surviving Obligations (as hereinafter defined), and neither Party shall have any further right or obligation hereunder other than the Surviving Obligations; provided, however, that notwithstanding the foregoing, if the failure of condition is the result of a default by Seller or County of their respective obligations under this Agreement, the disposition of the Parties' respective rights and remedies shall be governed by Section 8 below. "**Surviving Obligations**" shall mean, collectively: (x) any indemnities and any other indemnification obligations of Seller to County, or of County to Seller, under this Agreement that are designated by their terms to survive the termination of this Agreement or the Closing hereunder; (y) those costs, expenses, and payments specifically stated herein to be the responsibility of County or Seller, respectively, and (z) and any other obligations by the Parties under this Agreement that are designated by their terms to survive the termination of this Agreement or the Closing, it being the intention of the Parties that the Parties shall nonetheless be and remain liable for their

respective obligations under clauses (x) through (z) above, notwithstanding the termination of this Agreement for any reason or the Closing hereunder.

5.6. Seller's Conditions Precedent to Closing. Seller's obligation to consummate the transaction contemplated by this Agreement is subject to the satisfaction of the following conditions (the "**Seller Conditions Precedent**"):

5.6.1. The due performance by County of each and every undertaking and agreement to be performed by it pursuant to this Agreement, in all material respects, and the truth of each representation and warranty made by County in this Agreement in all material respects at the time as of which the same is made and as of the Closing Date as if made on and as of the Closing Date.

5.6.2. That at no time on or before the Closing Date shall have occurred a bankruptcy or any other event of dissolution with respect to County.

5.6.3. County shall have delivered County's Deliveries into Escrow in accordance with Section 5.3 above.

In the event that any of the Seller Conditions Precedent are not satisfied as of the Closing Date (a) Seller may waive such contingency by giving written notice thereof to the Title Company and proceed with the Closing, or (b) in the absence of such waiver, this Agreement and the obligations of the Parties hereunder shall terminate (other than the Surviving Obligations), and neither Party shall have any further right or obligation hereunder other than the Surviving Obligations; provided, however, if the failure of condition is a result of a default by Seller or County of their respective obligations under this Agreement, the Parties' respective rights and remedies shall be governed by Section 8 below.

5.7. Title Company Actions at Closing. At Closing, upon the Title Company's receipt of (i) the Purchase Price Balance and applicable prorations and expenses, (ii) the County's Deliveries and the Seller's Deliveries, (iii) the final Closing Statement approved and signed by County and Seller, and (iv) final authorization from each of Seller and County to proceed with Closing, Seller and County hereby instruct the Title Company to:

5.7.1. Prorate all matters referenced in Section 4 based upon the Closing Statement delivered to the Title Company and signed by the Parties.

5.7.2. Disburse from funds deposited by County with the Title Company towards payment of all items chargeable to the account of County pursuant to this Agreement (as reflected in the Closing Statement), including the payment of the Purchase Price and all other amounts required to be paid by County to Seller pursuant to this Agreement, net of any amounts required to be paid by Seller to County pursuant to this Agreement and the approved Closing Statement, and disburse the balance of such funds, if any, to County.

5.7.3. Record the Deed, together with the Certificate of Acceptance, and deliver to the County Assessor any off-record transfer tax declaration and/or change of ownership statement that may be required by law.

5.7.4. Issue the Title Policy to County.

5.7.5. Deliver to Seller: (i) copies of all documents recorded at Closing by the Title Company; (ii) one (1) fully executed original of the General Assignment; and (iii) a certified copy of the approved Closing Statement; and

5.7.6. Deliver to County: (i) copies of all documents recorded at Closing by the Title Company; (ii) one (1) fully executed original of each of the Bill of Sale and the General Assignment; (iii) a certified copy of the approved Closing Statement; and (iv) a copy of each of the FIRPTA and Form 593-C.

5.8. Operation of the Property Prior to the Closing Date. Between the Effective Date and the Closing Date, Seller shall continue to operate and maintain the Property in the usual and ordinary course of business consistent with past practices. Seller shall take no action, and shall not cause any third party to take, any action that would materially alter or affect the condition of the Property. Seller shall not enter into, amend, or terminate any leases, licenses or occupancy agreements without obtaining prior County's written consent, which shall be subject to County's sole and absolute discretion. Seller shall not enter into or amend any contract that is not reasonably necessary for the normal operation of the Property and that cannot be terminated on thirty (30) or fewer days' notice, or waive, compromise or settle any rights of Seller under any contract or other agreement affecting the Property without, in each case, obtaining County's prior written consent, which shall be subject to County's sole and absolute discretion. Seller shall keep in full force and effect all of the existing insurance policies maintained by Seller respecting the Property or policies providing similar coverage to the existing insurance policies.

5.9. License Agreement. Concurrently with the Closing, County will execute and deliver to Seller a license agreement in the form of Exhibit L attached hereto granting the License to Seller.

6. Title Policy; Permitted Exceptions.

6.1. A condition precedent to County's obligation to purchase the Property shall be the willingness of the Title Company to issue to County at the Closing, a standard CLTA owners policy of title insurance ("**CLTA Policy**"), or equivalent form acceptable to County, in the face amount of the Purchase Price and dated as of the date the Deed is recorded, indicating title to the Property to be vested of record in County, subject solely to the Permitted Exceptions (as defined in this Section 6.1), and containing endorsements and additional coverages as reasonably requested by County; provided, however, County may elect to obtain from the Title Company an ALTA extended coverage owner's policy of title insurance insuring fee title to the Property vested in County (an "**ALTA Policy**"), subject only to the Permitted Exceptions. The selected policy (whether it be a CLTA Policy or an ALTA Policy) shall be referred to herein as the "**Title Policy**," and the issuance of the Title Policy shall be a condition to the Closing for the benefit of County. "**Permitted Exceptions**" shall mean collectively, (a) the lien of all non-delinquent general and special real property taxes and assessments, which will be prorated at the Closing pursuant to Section 4.1, and (b) any other title or survey conditions, defects, objections or matters that have been approved or deemed approved by County in accordance with this Agreement. Notwithstanding anything to the contrary in this Agreement, Seller shall have no obligation to eliminate or cure County's title objections or any other title exceptions other than Monetary Liens. The provisions of this Section 6.1 shall survive termination of this Agreement or the Closing and delivery and recording of the Deed; provided, however, that the "**Permitted Exceptions**" shall in no event include any existing mortgage liens, mechanics liens or other monetary liens created or assumed by Seller against the Property (collectively, "**Seller Liens**").



7. Representations, Warranties, Covenants and Acknowledgments.

7.1. Seller Representations and Warranties. Seller warrants, represents, covenants and agrees, which warranties, representations, covenants and agreements are made as of the Effective Date and are remade as of the Closing Date, that:

7.1.1. Seller is a duly formed, duly organized and validly existing limited liability company and in good standing under the laws of its jurisdiction of formation, and is authorized to transact business in the State of California. Seller has the full power and authority to enter into, be bound by and comply with the terms of this Agreement and has obtained all necessary consents and approvals to enter into and consummate the transaction contemplated hereby. Upon execution and delivery of this Agreement on behalf of Seller, this Agreement shall constitute the valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, subject to equitable principles and principles governing creditors' rights generally.

7.1.2. Seller is not a "foreign person" within the meaning of Section 1445(f) of the Internal Revenue Code of 1986, as amended.

7.1.3. To Seller's knowledge, neither the entering into this Agreement nor the consummation of this sale (a) constitutes a violation or breach by Seller of any contract or other instrument to which it is a party, or to which it is subject, or by which any of its assets or properties may be affected, or a violation of any judgment, order, writ, injunction or decree issued against or imposed upon it, or (b) will result in a violation of any Applicable Laws.

7.1.4. No consent, waiver, approval or authorization is required from any person or entity (that has not already been obtained) in connection with the execution and delivery of this Agreement or the performance by Seller of its obligations under this Agreement.

7.1.5. There are no legal actions, suits or similar proceedings pending and served, or, to Seller's knowledge, threatened in writing against Seller or the Property which could adversely affect the value of the Property or Seller's ability to consummate the transactions contemplated hereby. As of the Effective Date and as of the Closing Date, the Property is not subject to any outstanding decree, injunction, judgment, order, ruling, assessment or writ.

7.1.6. Seller has not (a) commenced a voluntary case, or had entered against it a petition, for relief under any federal bankruptcy act or any similar petition, order or decree under any federal or state law relative to bankruptcy, insolvency or other relief for debtors, (b) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator or similar official in any federal, state or foreign judicial or non-judicial proceedings, to hold, administer and/or liquidate all or substantially all of its property, or (c) made an assignment for the benefit of creditors.

7.1.7. Seller is not entering into the transactions contemplated by this Agreement with the actual intent of hindering, delaying or defrauding any person or entity, including any present or future creditor. Seller is solvent, able to pay its own debts as and when they become due, and adequately capitalized to conduct its business and affairs as a going concern, and the transactions contemplated hereby will not render it insolvent. The consideration that Seller is receiving in connection with the transactions contemplated by this Agreement is reasonably equivalent to, or exceeds, the assets that Seller is transferring or otherwise disposing of in connection herewith.

7.1.8. Seller has not received any written notice of condemnation of any portion of the Property, or of any special assessment affecting the Property (other than as shown in the PTR), and, to the knowledge of Seller, no such condemnation or special assessment, has been threatened or proposed.

7.1.9. To Seller's knowledge, there are no (a) unpaid obligations that could give rise to a mechanics' materialmen's or other lien on the Property, (b) unsatisfied mechanics' or materialmen's or other lien rights concerning the Property, except as shown in the PTR, and (c) encumbrances, claims, covenants, conditions, restrictions, easements, rights of way, options, judgments or other matters affecting the Property, except as shown in the PTR.

7.1.10. To Seller's knowledge, Seller has not received any written notice of any current or pending litigation or condemnation proceeding affecting Seller or the Property.

7.1.11. To Seller's knowledge (a) the copies of all Leases and Contracts provided by Seller to County are true, correct and complete in all material respects and are the ones used by Seller in the ordinary course of its business, (b) Seller is not in breach of, or default under, any Leases or Contract, and (c) to Seller's knowledge, no Tenant is in breach of or default under any Lease and no counterparty to any Contract is in breach of or default under such Contract.

7.1.12. Seller is in compliance with all applicable anti-money laundering and anti-terrorist laws, regulations, rules, executive orders and government guidance, including the reporting, record keeping and compliance requirements of the BSA, as amended by The International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001, Title III of the Patriot Act, and other authorizing statutes, executive orders and regulations administered by OFAC, and related Securities and Exchange Commission, or other agency rules and regulations.

7.1.13. Except for this Agreement and the County Lease, Seller has not entered into any contracts (other than contracts that have terminated prior to the Effective Date), or granted any options, rights of first offer, rights of first refusal or similar rights (in each case, whether oral or written), for the sale, assignment or transfer of all or any portion of the Property.

7.1.14. Other than the County Lease, there are no leases, licenses or other agreements for use or occupancy of any portion of the Property. As of Closing, no person or entity other than County is in or entitled to possession of the Property.

7.1.15. Seller has not received any written notice to the effect that, and Seller does not otherwise have knowledge that, the Property or the current use, occupation and condition thereof is not in compliance with Applicable Laws (other than violations which have been cured) or that there has been or may be an investigation of the Property by any governmental authority having jurisdiction over the Property. To Seller's knowledge, the conveyance of the Real Property to County will not violate any laws and will include all rights necessary to permit continued compliance by the Real Property with all Applicable Law. To Seller's knowledge, Seller has received no written notice that the Property is in violation of any easement, covenant, condition, restriction or similar provision in any instrument or record or other unrecorded agreement affecting the Property.

7.1.16. Seller has not received written notice of, and does not otherwise have knowledge of, (a) any violation of Environmental Laws concerning the Property (other than any violation disclosed in any Phase I or Phase II environmental site assessment delivered by Seller to County during the Due Diligence Period), or (b) the presence or release of Hazardous Substances on or from the Property that would give rise to any obligation to report, monitor or remediate or which would reasonably be likely to pose a material threat to the environment or person or property (other than as disclosed in any Phase I or

Phase II environmental site assessment delivered by Seller to County during the Due Diligence Period). For purposes of this Agreement, the following terms and references shall have the indicated meanings:

“**Environmental Law**” means any present and future federal, state and local laws, statutes, ordinances, rules, regulations and the like, as well as common law, relating to the safety, welfare and protection of human health or the environment or any natural resource, relating to any Hazardous Substances, relating to liability for or costs of other actual or threatened danger to the safety, welfare or human health or the environment or any natural resource and includes, but is not limited to, the following statutes, as amended, any successor thereto, and any regulations adopted and publications promulgated pursuant thereto, and any state or local statutes, ordinances, rules, regulations and the like addressing similar issues: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (as amended, including, but not limited to, the Superfund Amendments and Reauthorization Act of 1986, “**CERCLA**”), 42 U.S.C. §9601 et seq; the Emergency Planning and Community Right-to-Know Act of 1986; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §1801 et seq; the Resource Conservation and Recovery Act, as amended (including, but not limited to, Subtitle I relating to underground storage tanks), 42 U.S.C. §6901 et seq; the Solid Waste Disposal Act; the Clean Water Act; the Clean Air Act; the Toxic Substances Control Act; the Safe Drinking Water Act; the Occupational Safety and Health Act of 1970, 29 U.S.C. Section 651 et seq.; the California Hazardous Waste Control Law, California Health and Safety Code Section 25100 et seq.; the Hazardous Substance Account Act, California Health & Safety Code Section 25300 et seq.; the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code Section 25249.5 et seq.; the Porter-Cologne Water Quality Control Act, California Water Code Section 13000 et seq.; the California Air Resources Law, California Health and Safety Code Section 39000 et seq.; the Federal Water Pollution Control Act; the Federal Insecticide, Fungicide and Rodenticide Act; the Endangered Species Act; the National Environmental Policy Act; and the River and Harbors Appropriation Act. The term “**Environmental Law**” also includes, but is not limited to, any present and future federal, state and local laws, statutes ordinances, rules, regulations and the like, as well as common law conditioning transfer of property upon a negative declaration or other approval of a Governmental Authority of the environmental condition of the Property; requiring notification or disclosure of Releases of Hazardous Substances or other environmental condition of the Property to any Governmental Authority or other Person, whether or not in connection with transfer of title to or interest in property; imposing conditions or requirements in connection with permits or other authorization for lawful activity; relating to nuisance, trespass or other causes of action related to the Property; and relating to wrongful death, personal injury, or property or other damage in connection with any physical condition or use of the Property.

“**Hazardous Substances**” shall mean and include any chemical, compound, material, fixture, waste or substance that is now or hereafter defined or listed in, or otherwise classified pursuant to, any Environmental Laws as a “hazardous substance,” “hazardous material,” “hazardous waste,” “extremely hazardous waste,” “infectious waste,” “toxic substance,” “toxic pollutant” or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, or toxicity, including any petroleum, gasoline, motor oil, diesel fuel, other petroleum by-products, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixture of natural gas and such synthetic gas). “Hazardous Substances” shall include, without limitation, any hazardous or toxic substance, material or waste or any chemical, compound or mixture which is (a) asbestos, (b) designated as a “hazardous substance” pursuant to Section 1317 of the Federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq.), (c) defined as a “hazardous waste” pursuant to Section 6903 of the Federal Resource Conversation and Recovery Act, (42 U.S.C. Section 6901 et seq.), (d) defined as “hazardous substances” pursuant to Section 9601 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.), or (e) listed in the United States Department of Transportation Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR part 302); or in any and all amendments thereto in effect as of the Closing

Date; or such chemicals, compounds, mixtures, substances, materials or wastes otherwise regulated under any applicable local, state or federal Environmental Laws.

7.1.17. To Seller's actual knowledge, Seller is in compliance with the requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 23, 2001) (the "**Order**") and other similar requirements contained in the rules and regulations of the office of Foreign Assets Control, Department of the Treasury ("**OFAC**") and in any enabling legislation or other Executive Orders or regulations in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the "**Orders**").

7.1.18. Neither Seller, nor to Seller's actual knowledge, any beneficial owner of Seller (a) is listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the "**Lists**") or (b) is a person who has been determined by competent authority to be subject to the prohibitions contained in the Orders; or (c) is owned or controlled by, or acts for or on behalf of, any person on the Lists or any other person who has been determined by competent authority to be subject to the prohibitions contained in the Orders.

7.1.19. By providing copies of the Due Diligence Materials to County, Seller has provided or made available to County all due diligence materials that materially affect the Property and that were in Seller's possession or control, including but not limited to all soils reports, reports pertaining to hazardous materials or other environmental conditions, government permits, licenses, approvals and significant correspondence with any Governmental Authority, architectural and civil or structural engineering documents, and other studies, reports and information that relate to the Property.

For purposes of this Agreement, whenever the phrase "to Seller's knowledge," or the "knowledge" of Seller or words of similar import are used, it shall be deemed to refer to facts within the actual knowledge of David A. Parker, without duty of inquiry and without personal liability of any kind. Seller represents and warrants to County that the foregoing individual is the employee or representative of Seller most knowledgeable with respect to the subject matter of the representations, warranties and other agreements herein that are qualified by Seller's knowledge. If any representation or warranty of Seller that was true when made shall become untrue as of the Closing Date, County's sole remedy shall be to terminate this Agreement by written notice to Seller and Title Company; provided, however, if any representation of Seller herein becomes untrue in any material respect as a result of a default by Seller of an express provision of this Agreement, County shall have the remedies provided in Section 8.

7.2. County Representations and Warranties. County warrants, represents, covenants and agrees, which warranties, representations, covenants and agreements are made as of the Effective Date and are remade as of the Closing Date, that:

7.2.1. County is a body corporate and politic.

7.2.2. County has the full power and authority to enter into and comply with the terms of this Agreement and has, or at Closing will have, obtained all necessary consents and approvals required for County to enter into and consummate the transaction described in this Agreement.

7.2.3. This Agreement, and all instruments referenced herein to be executed by County in connection with the transaction described in this Agreement, are, or at the time of Closing will be, duly authorized, executed and delivered by County, and are, or at Closing will be, legal, valid and

binding obligations of County and do not, and at the time of Closing will not, violate any provisions of any agreement or judicial order to which County is a party or to which County is subject.

7.2.4. The execution and delivery of this Agreement, and consummation of the transaction described in this Agreement, will not, to County's knowledge, constitute a default under any contract or agreement to which County is a party.

For purposes of this Agreement, whenever the phrase "to County's knowledge," or the "knowledge" of County or words of similar import are used, they shall be deemed to refer to facts within the actual knowledge of [REDACTED], without duty of inquiry. County represents and warrants to Seller that the foregoing individual is the employee or representative of County most knowledgeable with respect to the subject matter of the representations, warranties and other agreements herein that are qualified by County's knowledge.

7.3. Survival. The representations and warranties of each of Seller and County set forth in this Agreement shall not be deemed to be merged into or waived by the instruments delivered at the Closing Date, and shall survive the Close of Escrow for a period of six (6) months (the "**Survival Period**").

## 8. Rights and Remedies Upon Default.

8.1 Seller's Remedies Upon Default of County. If the Closing does not occur because of a default under or breach of this Agreement on the part of County, Seller may terminate this Agreement, in which case neither Party shall have any further right or obligation hereunder other than the Surviving Obligations, and thereupon, Seller shall have all rights and remedies at law or in equity, including, without limitation, the right to seek damages (except for any punitive, speculative, consequential, or special damages).

8.2 County's Remedies Upon Default of Seller. Seller shall not be deemed to be in default or breach of this Agreement unless Seller fails to perform when due a material covenant or agreement to be performed by Seller hereunder and Seller fails to cure such default or breach within five (5) days following receipt by Seller of written notice of such default or breach from County stating the nature of the alleged default or breach and Buyer's proposed cure. If the Closing does not occur because of a default under or breach of this Agreement on the part of Seller, County may: (i) terminate this Agreement, in which case neither Party shall have any further right or obligation hereunder other than the Surviving Obligations, and thereupon, County shall have all rights and remedies at law or in equity, including, without limitation, the right to seek damages (except for any punitive, speculative, consequential, or special damages); or (ii) pursue the remedy of specific performance of Seller's obligations to proceed to Closing under Section 5. Seller acknowledges the unique and special character of the Property and its utility to County and agrees that specific performance is an appropriate remedy for Seller's default under this Agreement. The foregoing options are mutually exclusive and are the exclusive rights and remedies available to County at law or in equity in the event the sale of the Property is not consummated because of Seller's default under or breach of this Agreement. Notwithstanding anything to the contrary contained herein, in the event that the remedy of specific performance is unavailable to County due to Seller's conveyance of the Property to a third-party prior to the termination of this Agreement, County shall have available all remedies at law or in equity against Seller.

8.3 Limitation of Liability. Notwithstanding any provision set forth in this Agreement to the contrary, in no event shall County's or Seller's liability for any breach of a representation or warranty of such Party exceed, in the aggregate, the amount of One Hundred Thousand and No/100 Dollars (\$100,000.00). Each of County and Seller acknowledges and agrees that such limitation of liability is a material inducement to the other Party's willingness to enter into this Agreement. No claim for a breach of

any such representation or warranty shall be actionable or payable unless the non-defaulting Party delivers to the defaulting Party written notice and demand describing with specificity such breach within the Survival Period.

The provisions of this Section 8 shall survive termination of this Agreement.

9. Casualty or Condemnation.

9.1. Casualty or Condemnation. In the event that, after the Effective Date and prior to the Close of Escrow, a material portion of the Property (as hereinafter defined) is destroyed or damaged, or any portion of the Real Property is subject to a taking by a governmental authority, County shall have the right, exercisable by written notice to Seller within ten (10) Business Days after County's receipt of written notice of such damage or destruction, either (a) to terminate this Agreement and receive return of the Deposit, less one-half (1/2) of any Escrow termination charges, in which event any other funds or documents in Escrow shall be returned to the Party depositing the same and this Agreement shall terminate except for Surviving Obligations, or (ii) to accept the Property in its then condition and to proceed with the Closing. Unless County terminates this Agreement pursuant to its rights in the immediately-preceding sentence (or as otherwise provided in this Agreement), County shall be bound to purchase the Property for the full Purchase Price as required by the terms hereof, without regard to the occurrence or effect of any damage to the Property or destruction of any improvements thereon or condemnation (or any issuance by a governmental authority with jurisdiction of a notice of intent to adopt a resolution of necessity to condemn) of any portion of the Property or the improvements thereon ("**Loss**"). In the event of any Loss after the Effective Date and prior to the Close of Escrow, County shall be entitled, at the Closing, to a credit against the Purchase Price due hereunder equal to the amount of any insurance proceeds or condemnation awards collected by Seller as a result of any such damage or destruction or condemnation, plus the amount of any insurance deductible, less any sums expended by Seller toward the restoration or repair of the Property or in collecting such insurance proceeds or condemnation awards. If the proceeds or awards have not been collected as of the Closing, then Seller's rights to claim and receive such proceeds or awards shall be assigned to County, except to the extent needed to reimburse Seller for sums expended prior to the Close of Escrow to repair or restore the Property or to collect any such proceeds or awards. For purposes of this Section 9.1, damage to the Property shall be deemed to involve a material portion thereof if the estimated cost of restoration or repair of such damage, as reasonably estimated by County and Seller shall exceed five percent (5%) of the Purchase Price.

9.2. Notwithstanding anything to the contrary in the foregoing, if, prior to the Closing any damage to the Real Property occurs as the result of a release of Hazardous Substances to, on, under or in the Property (by a party other than County or a County's Representative), County shall have the option to terminate this Agreement upon written notice to Seller given not later than twenty (20) Business Days after County's receipt of written notice thereof from Seller.

10. "As-Is" Purchase; Release. County will be purchasing the Property from Seller in its "as is" and "with all faults" condition. County represents to Seller that County will conduct prior to the expiration of the Due Diligence Period, such investigations of the Property as County deems necessary to satisfy itself as to the condition of the Property, and except as expressly otherwise provided in this Agreement, County will rely solely upon County's independent investigations and not upon any information provided by or on behalf of Seller or the Seller Related Parties (defined below) with respect thereto. Except as expressly set forth in Section 7.1 (above) or in any other documents provided by Seller in connection with the sale of the Property, Seller makes no representation or warranty with respect to (i) the quality, nature, adequacy, physical condition or other aspects of the Property, including, but not limited to, the structural elements, seismic aspects, foundation, roof, appurtenances, access, landscaping, parking facilities, the electrical, mechanical, HVAC, plumbing, sewage or utility systems, or the square footage of

the Property, (ii) the quality, nature, adequacy, and physical condition of soils, geology and any groundwater, (iii) the existence, quality, nature, adequacy and physical condition of utilities serving the Property, (iv) the development potential of the Property, and the Property's use, habitability, merchantability, or fitness, suitability, value or adequacy of the Property for any particular purpose, (v) the zoning or permitted use of the Property or any other public or private restrictions on the use of the Property, (vi) the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental or quasi-governmental entity or of any other person or entity, (vii) the presence of hazardous materials on, under or about the Property or the adjoining or neighboring properties, (viii) the quality of any labor and materials used in any improvements on the Property, (ix) the condition of title to the Property, (x) any documents or agreements affecting the Property, (xi) the value or economics of the development, operation or income potential of the Property, or (xii) any other fact or condition, whether patent or latent, which may affect the Property. Notwithstanding anything to the contrary in this Section 10, the foregoing waiver, relinquishment and release shall not release Seller from (i) any terms of, or obligations under, this Agreement that expressly survive the Closing, or (ii) Seller's fraud or intentional misrepresentation.

Upon the Closing, County shall, except for the breach of Seller's express obligations under this Agreement, be conclusively deemed to have waived, relinquished and released Seller, the members, managers and officers of Seller, and their respective affiliates, predecessors, agents, representatives, heirs, successors and assigns (collectively, the "**Seller Related Parties**") from and against any and all claims, demands, causes of action (including causes of action in tort, but excepting causes of action for fraud), losses, damages, liabilities, costs and expenses (including attorneys' fees and court costs) of every kind or character, whether in contract, tort, or otherwise, whether known or unknown, which County might otherwise have asserted or alleged against Seller and/or any of the Seller Related Parties at any time by reason of or arising out of any aspect or condition of the Property, violations of any laws relating to the Property, any environmental conditions relating to the Property, and any other acts, omissions, events, circumstances or matters regarding the Property.

The foregoing release by County of all past, current and future claims, demands, causes of action, losses, damages, liabilities, costs and expenses specifically includes those which are unknown or unforeseen, and in such connection, County specifically waives application of California Civil Code section 1542, which states:

**"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

**County's Initials** \_\_\_\_\_

County agrees (on behalf of itself and its successors and assigns) never to commence, aid in any way, or prosecute against Seller or any of the Seller Related Parties any action or other proceeding for any of the matters waived and released in this Section 10. The provisions of this Section 10 shall survive the Closing and delivery of the Deed.

11. Binding Effect. This Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by, the Parties and their respective successors and permitted assigns.

12. Governing Law. This Agreement shall be governed by and construed under and in accordance with the laws of the State of California. Any litigation with respect to this Agreement shall be conducted in the County of Los Angeles, California.

13. Time of Essence. Time shall be deemed of the essence with respect to consummating the transactions contemplated under this Agreement on the Closing Date and with respect to all other obligations of County and Seller hereunder.

14. Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which shall constitute one and the same Agreement. The Parties contemplate that they may be executing counterparts of this Agreement transmitted by facsimile or email in PDF format and agree and intend that a signature by email in PDF format shall bind the Party so signing with the same effect as though the signature were an original signature.

15. Waiver. Except as otherwise provided herein, the failure of Seller or County to insist upon or enforce any of their respective rights hereunder shall not constitute a waiver thereof.

16. Construction. Each Party acknowledges that the Parties have participated equally in the drafting of this Agreement and that accordingly, no court construing this Agreement shall construe it more stringently against one Party than the other.

17. Headings. The captions used herein have been included for convenience of reference only and shall not be deemed to vary the content of this Agreement or limit the provisions or scope of any section or paragraph hereof.

18. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but in the event that any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

19. Broker. Upon the Closing, Seller shall pay real estate brokerage commissions to [ ] (“**Seller’s Broker**”) with respect to this transaction, in accordance with Seller’s separate agreement with Seller’s Broker (the “**Broker Agreement**”), and Seller hereby agrees to indemnify and hold County free and harmless from such commission obligations payable to Seller’s Broker. The Parties hereby warrant that they have dealt with no other real estate broker in this transaction and that no other broker or other person is entitled to any commission, finder’s fee or other similar compensation by virtue of the Parties entering into or consummating this Agreement. Each Party hereby defends and indemnifies the other Party against any claims, losses, liability and damages, including reasonable attorneys’ fees and costs, in connection with any commissions, finders’ fees or other similar compensation sought, based upon some obligation of the indemnifying Party with respect to this transaction. County shall receive from Seller or Seller’s Broker, within ten (10) days after the execution of this Agreement, an amount equal to fifty percent (50%) of all commissions due to Seller’s Broker as a result of the execution of this Agreement, as set forth in the Broker Agreement. This Section 19 shall survive the Closing.

20. Assignment. This Agreement shall not be assigned by County without the prior written consent of Seller. Notwithstanding the foregoing, County may assign this Agreement to an affiliate of County without Seller’s consent. Any permitted assignee shall succeed to all of County’s rights and remedies hereunder and no such assignment shall relieve County from its liability under this Agreement.



21. Merger. All prior statements, understandings, letters of intent, representations and agreements between the Parties, oral or written, are superseded by and merged in this Agreement, which alone fully and completely expresses the agreement between Seller and County in connection with this transaction and which is entered into after full investigation, neither Party relying upon any statement, understanding, representation or agreement made by the other not embodied in this Agreement.

22. General Rules of Interpretation. Words and phrases contained herein shall be construed according to the context and the approved usage of the English language, but technical words and phrases, and such others as have acquired a peculiar and appropriate meaning by law, or are defined in this Agreement, are to be construed according to such technical, peculiar, and appropriate meaning or definition. Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. As used in this Agreement, the word “includes or “including” means including without limitation, the word “or” is not exclusive and the words “herein,” “hereof,” “hereto” and hereunder refer to this Agreement as a whole unless the context otherwise requires, and references herein: (a) to articles, paragraphs, sections and exhibits mean the articles, paragraphs, sections and exhibits which are part of this Agreement as amended, supplemented or modified from time to time to the extent permitted by the provisions thereof and by this Agreement, (b) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented or modified from time to time to the extent permitted by the provisions thereof and by this Agreement, and (c) to a statute means such statute as amended, supplemented or replaced from time to time. The exhibits, schedules, addenda, and attachments which are attached to this Agreement are made a part of this Agreement.

23. Date of Performance. If the date of the performance of any term, provision or condition of this Agreement shall happen to fall on a Saturday, Sunday or other non-Business Day, the date for the performance of such term, provision or condition shall be extended to the next succeeding Business Day immediately thereafter occurring.

24. Third Parties. This Agreement shall not be deemed to confer in favor of any third parties any rights whatsoever as third-party beneficiaries, the Parties intending by the provisions hereof to confer no such benefits or status.

25. Acceptance of the Deed. The delivery by Seller of the Deed into Escrow, and the recording thereof by the Title Company in accordance with the terms and conditions of this Agreement, shall be deemed to be the full performance and discharge of every agreement, obligation, and covenant, guaranty, representation, or warranty on the part of Seller and County, respectively, to be performed pursuant to the provisions of this Agreement in respect of the Property, except for the Surviving Obligations. Certain provisions of this Agreement, as expressly provided herein, shall survive Closing or termination. This Section 24 shall survive the Closing.

26. Notices. All notices, elections, consents, approvals, demands, objections, requests or other communications which Seller or County may be required or desire to give pursuant to, under or by virtue of this Agreement (collectively, “**Notices**”) must be in writing and sent by (a) personal delivery, (b) registered or certified mail, return receipt requested, with postage prepaid, or (c) nationally recognized overnight courier service that provides receipted delivery service, delivery charges prepaid, addressed to the respective party at the address for each set forth below. Notices shall be deemed received, and the time period for which a response to any such notice must be given or any action taken with respect thereto (including cure of any prospective Event of Default) shall commence to run upon the earlier of (a) if personally delivered or sent by overnight courier, on the date of delivery if delivered before 5:00 p.m. on a Business Day, and otherwise on the next Business Day, or (b) if mailed, on the date of delivery as shown on the sender’s registered mail or certified mail receipt. Rejection or other refusal to accept or the inability

to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the Notice. Seller or County may designate another addressee or change its address for notices and other communications hereunder by a notice given to the other in the manner provided in this Section 25.

To County:

County of Los Angeles  
Chief Executive Office  
Real Estate Division  
320 West Temple Street, 7th Floor  
Los Angeles, CA 90012  
Attn: Joyce Chang, Senior Manager

With a copy to: County of Los Angeles  
Office of the County Counsel  
648 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012-2713  
Attn: Real Property Division

To Seller: Chase Partners Ltd  
6444 San Fernando Road, Suite 3944  
Glendale, California 91221  
Attention: David A. Parker  
E-mail:chasepartners@yahoo.com;  
dparkinvest@yahoo.com

With copies to: Eisner, LLP  
433 N. Camden Drive, 4th floor  
Beverly Hills, California 90210  
Attention: Jason VanMeetren  
E-mail: jvanmeetren@eisnerlaw.com

27. No Modification. This Agreement constitute the entire agreement between the Parties with respect to the transactions contemplated hereby and supersedes all prior understandings or agreements between the Parties as to the subject matter hereof. No term or provision of this Agreement may be changed or waived, discharged or terminated orally, but only by an instrument in writing signed by the Party against which enforcement of the change, waiver, discharge or termination is sought.

28. Rights of the Title Company. If there is any dispute as to whether the Title Company is obligated to deliver any monies and/or documents which it now or hereafter holds (collectively, the “**Escrowed Property**”) or as to whom any Escrowed Property are to be delivered, the Title Company shall not be obligated to make any delivery, but, in such event, may hold same until receipt by the Title Company of an authorization, in writing, signed by all of the parties having an interest in such dispute directing the disposition of same; or, in the absence of such authorization, the Title Company may hold any Escrowed Property until the final determination of the rights of the parties in an appropriate proceeding. Within three (3) Business Days after receipt by the Title Company of a copy of a final judgment or order of a court of competent jurisdiction, certified by the clerk of such court or other appropriate official, the Escrowed Property shall be delivered as set forth in such judgment or order. A judgment or order under this Agreement shall not be deemed to be final until the time within which to take an appeal therefrom has expired and no appeal has been taken, or until the entry of a judgment or order from which no appeal may be taken. If such written authorization is not given or proceeding for such determination is not begun and diligently continued, the Title Company shall have the right to bring an appropriate action or proceeding for leave to deposit the Escrowed Property in court, pending such determination. In the event that the Title Company places any Escrowed Property in the registry of the governing court in and for Los Angeles County, California and files an action of, interpleader, naming the Parties, the Title Company shall be released and relieved from any and all further obligation and liability hereunder or in connection herewith. If, without gross negligence on the part of the Title Company, the Title Company shall become a party to any controversy or litigation with respect to the Escrowed Property or any other matter respecting this Agreement, Seller and County shall jointly and severally hold the Title Company harmless from any damages or losses incurred by the Title Company by reason of or in connection with such controversy or litigation. The provisions of this Section 28 shall survive the Closing or termination of this Agreement.

29. Solicitation of Consideration. It is improper for any County officer, employee or agent to solicit consideration in any form from Seller with the implication, suggestion or statement that Seller's provision of the consideration may secure more favorable treatment for Seller in the award of this Agreement or that Seller's failure to provide such consideration may negatively affect the County's consideration of the Seller's offer to sell the Property. Seller 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 negotiation, consummation or administration/management of this Agreement. Seller shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County Manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the Seller's submission being eliminated from consideration.

30. No Offer or Binding Contract. The Parties agree that the submission of an unexecuted copy or counterpart of this Agreement by one Party to another is not intended by either Party to be, or be deemed to be a legally binding contract or an offer to enter into a legally binding contract. The Parties shall be legally bound pursuant to the terms of this Agreement only if and when the Parties have been able to negotiate all of the terms and provisions of this Agreement in a manner acceptable to each of the Parties in their respective sole discretion, and both Seller and County have fully executed and delivered this Agreement.

[Signatures on following page(s)]

IN WITNESS WHEREOF, Seller and County have caused this Agreement to be executed and delivered, as of the Effective Date.

**“Seller”**

**CHASE GLENDALE SERVICES, LLC,**  
a California limited liability company

By: \_\_\_\_\_  
Name: David A. Parker  
Title: Authorized Signatory

**“County”**

**COUNTY OF LOS ANGELES,**  
a body politic and corporate

**FESIA A. DAVENPORT**  
Chief Executive Officer

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

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

**ACCEPTANCE BY TITLE COMPANY**

The undersigned hereby accepts the duties of the Title Company, as escrow agent and as title agent, under that certain Agreement of Purchase and Sale between [\_\_\_\_\_], as Seller, and the County of Los Angeles, as County, dated [\_\_\_\_\_], and relating to the property located at [\_\_\_\_\_] Los Angeles, StateCalifornia, as more particularly described in said Agreement, subject to and in accordance with all the terms and conditions thereof.

Dated \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
*Its Duly Authorized Representative*

**Exhibit A**

**Legal Description of the Land**

APN: \_\_\_\_\_



**Exhibit B**

**Contracts**

Litera Compare Redline of 240343638v7 and 240343638v8

3157-3157-02000 2883641.2

240343638.10

227041-10119

#240343638v10<LEGAL> - Exhibit E to Lease Amendment No. 2 - Form Purchase and Sale Agreement

**Exhibit C**

**Form of Grant Deed**

FREE RECORDING IN ACCORDANCE WITH  
CALIFORNIA GOVERNMENT CODE  
SECTIONS 6103 AND 27383

**WHEN RECORDED MAIL TO:**

County of Los Angeles  
320 West Temple Street, 7<sup>th</sup> Floor  
Los Angeles, CA 90012  
Attention: Joyce Chang, Senior Manager

Space above this line for Recorders use  
ASSESSOR'S IDENTIFICATION NUMBER: [\_\_\_\_\_]

THE UNDERSIGNED GRANTOR DECLARES: DOCUMENTARY TRANSFER TAX IS \$0.00; CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA; GOVERNMENTAL AGENCY ACQUIRING TITLE, R & T 11922.

**GRANT DEED**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, [\_\_\_\_\_] (“**Grantor**”), does hereby grant to the COUNTY OF LOS ANGELES, a body politic and corporate (“**Grantee**”), all of Grantor’s rights, title and interests to that certain real property located at [\_\_\_\_\_] in the City of [\_\_\_\_\_] County of Los Angeles, State of California, legally described on Exhibit A, attached hereto and incorporated herein by this reference (the “**Property**”), together with all improvements thereon and appurtenances thereto.

[signature on next page]

IN WITNESS WHEREOF, Grantor has caused this Grant Deed to be executed as of the \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_.

“Grantor”

\_\_\_\_\_,  
a \_\_\_\_\_

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

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

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

STATE OF CALIFORNIA )

) ss:

county of \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer),

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

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

[Seal]

**Exhibit A (to Grant Deed)**

**Legal Description of the Property**

APN: \_\_\_\_\_

**Exhibit E**

**Form of Bill of Sale**

**BILL OF SALE**

THIS BILL OF SALE (this “**Bill of Sale**”) is made as of \_\_\_\_\_, by and between \_\_\_\_\_ (“**Seller**”), and County of Los Angeles, a body politic and corporate (“**County**”).

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby quitclaim, remise, release, sell, and deliver to County, pursuant to that certain Agreement of Purchase and Sale dated as of \_\_\_\_\_, between Seller and County (the “**Agreement**”), all of Seller’s right, title and interest, if any, in and to all (collectively, the “**Personal Property**”) personal property, machinery, equipment, and fixtures (if any) located on and used in connection with the ownership and operation of, or otherwise relating to, the real property located in the City of [\_\_\_\_\_], County of Los Angeles, State of California, as more particularly described on Exhibit A attached hereto (the “**Real Property**”). The Personal Property is conveyed to County free and clear of all liens, claims, and encumbrances, and accepted by, County in its “AS IS” condition, with no warranties or representations, as further set forth in the Agreement. The Agreement is incorporated herein and by this reference made a part hereof.

[SIGNATURE ON NEXT PAGE]

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the date first set forth above.

Dated: \_\_\_\_\_

\_\_\_\_\_,  
a \_\_\_\_\_

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

**Exhibit A (to Bill of Sale)**

**Legal Description of the Real Property**

Litera Compare Redline of 240343638v7 and 240343638v8

3157-3157-02000 2883641.2

240343638.10

227041-10119

#240343638v10<LEGAL> - Exhibit E to Lease Amendment No. 2 - Form Purchase and Sale Agreement



**Exhibit F**

**Form of General Assignment**

**ASSIGNMENT AND ASSUMPTION**

THIS ASSIGNMENT AND ASSUMPTION (this “**Assignment**”) is made as of this \_\_\_ day of \_\_\_\_\_, 202\_, by and between [\_\_\_\_\_] (“**Assignor**”) and COUNTY OF LOS ANGELES, a body politic and corporate (“**Assignee**”).

**RECITALS**

A. Assignor and Assignee have entered into that certain Agreement of Purchase and Sale dated \_\_\_\_\_ (the “**Purchase Agreement**”), for the purchase and sale of certain real property more particularly described on Schedule 1 hereto (the “**Real Property**”); and

B. This Assignment is being made pursuant to the terms of the Purchase Agreement for the purpose of assigning to Assignee all of Assignor’s rights, title and interest in and to the Contracts (defined below) and the Intangible Personal Property (defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignor hereby grants, conveys, transfers, and assigns to Assignee all of Assignor’s right, title, and interest in and to the following:

a. all leases (including any guaranties thereof), rental agreements, license agreements and other agreements for the occupancy of the Real Property, or other possessory interests by third parties thereon;

b. All service agreements, maintenance agreements, and other contracts listed on Schedule 2 attached hereto (the “**Contracts**”); and

c. any and all intangible property used and necessary in connection with the Real Property, including, without limitation, surveys, reports, plans and specifications, contract rights, warranties, guaranties, licenses, permits, entitlements, governmental approvals and certificates of occupancy (if any) that benefit the Real Property (collectively, the “**Intangible Property**”).

2. Assignee hereby assumes and agrees to perform (or cause to be performed) all of Assignor’s obligations under the Contracts.

3. This Assignment shall be binding on and inure to the benefit of the parties herein, their successors-in-interest and assigns.

4. This Assignment shall be governed by and construed in accordance with the laws of the State of California without reference to choice of law principles which might indicate that the law of some other jurisdiction should apply.

5. Nothing contained herein shall be deemed or construed as relieving the Assignor or Assignee of their respective duties and obligations under the Purchase Agreement. In addition, it is

expressly understood and agreed by and between the parties hereto that any liability of Assignor hereunder shall be limited as set forth in the Purchase Agreement.

6. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, and all of which shall constitute one and the same instrument as if all parties had signed the same signature page.

*[Remainder of page intentionally left blank,  
signatures commence on following page]*

IN WITNESS WHEREOF, this Assignment is made as of the day and year first above written.

ASSIGNOR:

[\_\_\_\_\_] ,  
a [\_\_\_\_\_]

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

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

ASSIGNEE:

**COUNTY OF LOS ANGELES,**  
a body politic and corporate

FESIA A. DAVENPORT  
Chief Executive Officer

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

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

**Schedule 1**

**Purchase Agreement**

**Schedule 2**

**Contracts**

Litera Compare Redline of 240343638v7 and 240343638v8

3157-3157-02000 2883641.2

240343638.10

227041-10119

#240343638v10<LEGAL> - Exhibit E to Lease Amendment No. 2 - Form Purchase and Sale Agreement

**Exhibit G**

**CERTIFICATE OF NON-FOREIGN STATUS**

Section 1445 of the United States Internal Revenue Code (the "Code") provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity that has legal title to a U.S. real property interest under local law, and not the disregarded entity itself, is treated as the transferor of the property. [ ] ("Seller") is conveying certain U.S. real property rights to the County of Los Angeles, a body politic and corporate ("Transferee"). Seller is owned one hundred percent (100%), either directly or indirectly, by \_\_\_\_\_ ("Transferor"). To inform Transferee that withholding of tax will not be required upon the transfer of a U.S. real property interest to Transferee by Seller, Transferor hereby certifies to Transferee the following:

1. Seller is a disregarded entity and Transferor is not a disregarded entity (each as such term is defined in Section 1.1445-2(b)(2)(iii) of the Income Tax Regulations promulgated thereunder).
2. Transferor is not a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate (as these terms are defined in the Code and the Income Tax Regulations promulgated thereunder).
3. Transferor's United States employer identification number is: \_\_\_\_\_.
4. Transferor's office address is: \_\_\_\_\_.

[Signature page follows.]

Under penalty of perjury, I declare that I have examined this certification and to the best of my knowledge and belief, it is true, correct and complete.

Dated as of: \_\_\_\_\_, 20\_\_

TRANSFEROR:

\_\_\_\_\_

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

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

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

## Exhibit H

### Form of Owner's Affidavit

Los Angeles County, California

Order/File No. \_\_\_\_\_

That certain real property described on Exhibit "A" attached hereto (the "**Land**")

The undersigned (hereafter "**Owner**") does hereby state that the following facts and statements are true and correct to its actual knowledge:

1. That the person executing this Affidavit is fully authorized and qualified to make this Affidavit on Owner's behalf.

2. That during the period of one hundred eighty (180) days immediately preceding the date of this Affidavit, neither Owner nor its agents has caused any work to be done or any materials to be furnished in connection with the erection, repair, or removal of any building or other structure on the Land or in connection with the improvement of the Land, which has not been paid for in full prior to the close of escrow.

3. The following are all of the persons or entities having leases or other occupancy rights affecting the Land or are tenants under leases with rights of possession only: NONE.

4. The undersigned has not entered into any unrecorded sale contracts, deeds, mortgages, rights of first refusal or purchase options affecting the Land or improvements thereon, which are presently in effect and will survive the transfer to the County of Los Angeles, a body politic and corporate ("**County**"), except as set forth in that certain preliminary title report \_\_\_\_\_ (with an effective date of \_\_\_\_\_, 2018) (the "**Title Commitment**") and the purchase agreement with County.

5. In order to effectuate a New York style closing, Owner will not voluntarily create any defect, lien, encumbrance, adverse claim, or other matter (each a "**Title Defect**") being filed or recorded against the Land between the effective date of the last date down of the Title Commitment and the date of recording of the Grant Deed pursuant to which County acquires the Land (the "**Gap Period**"). In consideration of the Company (as defined below) issuing its policy or policies of title insurance, without an exception on Schedule B thereof for any Title Defect arising or being recorded during the Gap Period, Owner hereby agrees to promptly defend, remove, bond, or otherwise dispose of any Title Defect arising or recorded during the Gap Period, and to indemnify and hold harmless the Company against actual loss or damage, including attorneys' fees, which the Company may sustain under its policy or policies of title insurance by reason of such Title Defect; provided that the liability of Owner under this Section 5 shall cease six (6) weeks after the date of the above described policy or policies of title insurance.

This Affidavit is made with the intention that \_\_\_\_\_ (the "**Company**") and its policy issuing agents will rely upon it in issuing their title insurance policies and endorsements. Any statement "to the undersigned's knowledge" (or similar phrase) shall mean the present actual knowledge (excluding constructive, implied or imputed knowledge) of [\_\_\_\_\_], who is familiar with the facts and circumstances regarding the undersigned's use and possession of the Land (but such individual shall not have any liability in connection herewith). Notwithstanding anything to the contrary herein, any cause of action for a breach of this Affidavit shall survive, until any obligations under a title policy issued by the Company in reliance of this Affidavit have terminated pursuant to the terms of such policies at which time this Affidavit shall terminate; provided, however, that in no event shall Owner be liable under this Affidavit

Litera Compare Redline of 240343638v7 and 240343638v8

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for any loss or damage arising out of any actions taken by, or at the direction of County or any of County's affiliates, agents, invitees or licensees.

*[Signature Page Immediately Follows]*

Owner declares under penalty of perjury that the foregoing is true and correct to its actual knowledge.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

“Owner”:

[\_\_\_\_\_] ,  
a [\_\_\_\_\_]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

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 \_\_\_\_\_, 20\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer),

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

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

[Seal]

**Exhibit "A" (to Owner's Affidavit)**

**Legal Description of the Land**

APN: \_\_\_\_\_

**Exhibit I**

**Reserved**

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**Exhibit J**

**Depiction of License Area**

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**Exhibit K**

**Depiction of Adjacent Parcel After Completion of Lot Line Adjustment**

Litera Compare Redline of 240343638v7 and 240343638v8

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**Exhibit L**

**Form of License Agreement**

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<b>Summary report:</b>	
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<b>Intelligent Table Comparison:</b> Active	
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<u>Table moves to</u>	0
<u>Table moves from</u>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>91</b>



## LICENSE AGREEMENT

This License Agreement (this “**Agreement**”) is effective as of [\_\_\_\_\_] (the “**Effective Date**”), by and between COUNTY OF LOS ANGELES, a body corporate and politic (“**Licensor**”), and CHASE GLENDALE SERVICES, LLC, a California limited liability company (“**Licensee**”). Each of Licensor and Licensee are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

### RECITALS

A. Licensor is the owner of certain real property located at 4680 San Fernando Road, in the City of Glendale, County of Los Angeles, State of California, which is improved with a free standing building with approximately 80,000 rentable square feet of office space and an adjacent parking structure (the “**Property**”).

B. Licensor has agreed to provide Licensee with a non-exclusive license (the “**License**”) to enter upon and access a certain portion of the Property, as more particularly described in Exhibit A and depicted in Exhibit B (the “**License Area**”), for the purposes set forth in this Agreement, pursuant to and in accordance with the terms and conditions set forth in this Agreement.

C. Licensee intends to acquire a parcel of land adjacent to the Property, located at 4690 San Fernando Road, in the City of Glendale, County of Los Angeles, State of California (the “**Adjacent Parcel**”) and, upon the acquisition of the Adjacent Parcel, to process a lot line adjustment through the City of Glendale in order to adjust the boundary of the Adjacent Parcel to include the License Area (the “**Lot Line Adjustment**”).

D. The Parties desire to enter into this Agreement for Licensee’s use of the License Area prior to the Lot Line Adjustment upon the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the foregoing Recitals, which are hereby incorporated into this Agreement as if set forth in full herein and deemed a contractual part hereof, the mutual promises, covenants, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto and each of them do agree as follows:

### 1. GENERAL PROVISIONS.

1.1 Licensor hereby grants the License to Licensee. The License shall be used only by Licensee and its officers, directors, owners, trustees, agents, employees, contractors, subcontractors, suppliers, service providers, vendors, materialmen, and invitees (collectively, the “**Licensee Parties**”) solely for the purpose of vehicular parking on the License Area, and to do the following:

(a) Licensee shall use, and shall cause Licensee Parties to use, the License Area in compliance with all applicable federal, state and local laws, statutes, common law, codes, rules and regulations of any government authority have jurisdiction over the License Area or the parties hereto (collectively, “**Legal Requirements**”).

(b) Licensee shall keep and maintain the License Area in a safe, secure, clean, neat, sanitary, graffiti-free, and slightly condition and repair, commensurate with the conditions existing at the time this License is executed, pursuant to and in accordance with all Legal Requirements.

(c) Licensee shall hire security services and install security devices as shall be reasonably required for the safe and uninterrupted use of the Property.

1.2 Licensee covenants and agrees that it will not, and will use reasonable efforts to not allow any Licensee Party to, commit waste, loss or damage to the License Area.

## 2. TERM; TERMINATION

2.1 Term. The term of this Agreement (the “**Term**”) shall commence on the Effective Date and shall automatically and uncontestably terminate, and be of no further force or effect, on the earlier of (a) the date that is two (2) years after the Effective Date, and (b) the date of completion of the Lot Line Adjustment.

### 2.2 Termination.

Notwithstanding any provision of this Agreement to the contrary, in the event Licensee fails to perform in any material respect its obligations under this Agreement (each, a “**Default**”), then, if Licensee fails to cure such Default within ten (10) days after Licensor provides Licensee with written notice of such Default (or, if such Default cannot reasonably be cured within such ten (10) day period, such reasonable additional time as necessary to complete the cure, provided that Licensee continues to diligently pursue such cure to completion, but in any case not more than thirty (30) days), Licensor may elect, by written notice to Licensee, to terminate this Agreement, in which event the Parties shall have no further rights or obligations under this Agreement, except for any obligations that specifically state that they survive any termination of this Agreement. Notwithstanding the foregoing, in the event of a default by Licensee, Licensor may exercise any and all remedies available at law and in equity.

## 3. TAXES.

Licensee shall pay, prior to delinquency, all increases in lawful taxes, assessments, special assessments, fees, and/or charges that may, during the Term, be levied or assessed against the License Area arising as a result of Licensee’s use of the License Area during the Term.

## 4. INDEMNIFICATION.

Licensee shall indemnify, defend (with counsel reasonably acceptable to Licensor), protect, and hold harmless Licensor, and its Board, officers, agents, consultants, counsel, employees, volunteers, attorneys, agents, trustees, successors, and assigns (the “**Licensor Parties**”) from all losses arising from all claims, losses, demands, actions, liabilities, penalties, fines, judgments, liens, forfeitures, costs, expenses, damages, or collection costs, including reasonable fees of attorneys, consultants, and experts related thereto (collectively, “**Claims**”) arising from or related to: (a) any acts or omissions of Licensee or any Licensee Party that constitute (1) a material breach of any obligation of Licensee under this Agreement, or (2) negligence or willful misconduct by

Licensee, including Claims that accrue or are discovered before or after termination of this Agreement; (b) any dispute among the Licensee Parties; and (c) any entry upon or use of the License Area by any Licensee Party, including but not limited to damage to property or bodily injury or death of any person, personal injury, damage to the License Area, or statutory or regulatory violations arising therefrom or connected therewith, including any workers' compensation suits, liability, or expense, all except to the extent such Claims arise solely from the gross negligence or willful misconduct of Licensor.

5. INSURANCE.

Licensee shall, at its sole cost and expense, obtain and maintain in effect at all times during the Term, insurance required by Licensor, in the amount and coverages specified in and issued by insurance companies as described in Exhibit C. Licensee shall report to Licensor any accident or incident relating to Licensee's entry that involves injury or property damage which may result in the filing of a claim or lawsuit against Licensee and/or Licensor in writing within three (3) business days of occurrence.

6. ASSIGNMENT.

This License is personal to Licensee, and shall not be assigned by Licensee without the prior written consent of Licensor. In the event Licensee shall attempt to assign or transfer the same in whole or part, all rights hereunder shall immediately terminate.

7. SEVERABILITY.

In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

8. WAIVER.

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

9. NOTICES.

All notices shall be in writing and either (a) personally served at the appropriate address (including by means of professional messenger service or recognized overnight delivery service, provided that any such delivery is confirmed by written receipts signed on behalf of the receiving Party or by adequate proof of service) or (b) deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the appropriate addressee and shall be deemed received and effective on the day such notice is actually received if received before 5:00 p.m. on a regular business day, or on the following business day if received at any other time. Any notice required to be given under the terms of this Agreement or any law

applicable thereto may be addressed to the respective Party as follows (or such other address as a Party may hereafter designate for itself by notice to the other Party as required hereby):

To Licensor: County of Los Angeles  
Chief Executive Office  
Real Estate Division  
320 West Temple Street, 7th Floor  
Los Angeles, CA 90012  
Attention: Joyce Chang, Senior Manager

With a copy to: County of Los Angeles  
Office of the County Counsel  
648 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012-2713  
Attention: Real Property Division

To Licensee: Chase Glendale Services, LLC  
[ ]  
[ ]  
[ ]  
Attention: [ ]

With a copy to: [ ]  
[ ]  
[ ]  
[ ]  
Attention: [ ]

10. ENTIRE AGREEMENT.

This License constitutes the entire agreement between the Parties relating to the subject matter of this Agreement, and supersedes any prior understanding whether oral or written and may be modified only by further written agreement between the Parties hereto. The non-enforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions thereof unenforceable, invalid, or illegal.

11. AUTHORITY.

11.1 Licensee. Each individual executing this Agreement on behalf of Licensee represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of Licensee, and that this Agreement is binding upon Licensee in accordance with its terms.

11.2 Licensor. Each individual executing this Agreement on behalf of Licensor represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of Licensor, and that this Agreement is binding upon Licensor in accordance with its terms.

12. INTERPRETATION.

Each Party hereto acknowledges that all Parties hereto have participated equally in the drafting of this Agreement and that accordingly, no court construing this Agreement shall construe it more stringently against one Party than the other.

13. FURTHER ASSURANCES.

Each Party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other Party to effectuate the purposes and intention of this Agreement.

14. COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The delivery of a signed counterpart of this Agreement by facsimile or email, or electronic signature, shall have the same legal effect as delivery of an original signed counterpart by hand. This Agreement shall only be effective as a binding legal agreement among the parties after signed counterparts have been exchanged among the Parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

**LICENSOR:**

COUNTY OF LOS ANGELES,  
a body corporate and politic

FESIA A. DAVENPORT  
CHIEF EXECUTIVE OFFICER

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

Name: John T. Cooke

Title: Assistant Chief Executive Officer

APPROVED AS TO FORM:

DAWYN R. HARRISON,  
County Counsel

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

**LICENSEE:**

CHASE GLENDALE SERVICES, LLC,  
a California limited liability company

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

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

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

**EXHIBIT A**

**Legal Description of the License Area**

[to be inserted]



**EXHIBIT B**

**Depiction of the License Area**

[to be inserted]

**EXHIBIT C**

**Insurance Requirements**

[to be inserted]

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	1/29/2025	
<b>BOARD MEETING DATE</b>	2/18/2025	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input checked="" type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Public Works	
<b>SUBJECT</b>	CP Rancho Los Amigos South Campus County Office Building Project	
<b>PROGRAM</b>	Capital Programs	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable  <b>If unsure whether a matter is subject to the Levine Act, e-mail 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>	Fourth Supervisorial District is requested this be heard at the February 18, 2025, Board agenda date.	
<b>COST &amp; FUNDING</b>	Total cost: \$479,689,000	Funding source: Fourth Supervisorial District net County cost in the amount of \$9,250,000; short-term lease revenue commercial paper notes through the Los Angeles County Capital Asset Leasing Corporation Lease Revenue Note Program in the amount of \$7,765,000. Each participating department will fund their pro rata share of the total Furniture, Fixtures, and Equipment Allowance of \$16,000,000. The remaining amount of the estimated project cost of \$446,674,000 will be financed with a combination of available cash resources, lease revenue commercial paper notes, and long-term lease revenue bonds.
	TERMS (if applicable): N/A	
	Explanation: N/A	
<b>PURPOSE OF REQUEST</b>	Approve the project budget and authorize Public Works to amend the design-build contract with Sundt Construction, Inc., for completion of the project; approve the capital project budget and appropriation adjustment; and to award a consultant services agreement to Kleinfelder, Inc., to provide building related inspection, monitoring, and testing services.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The project includes development on a 23-acre site on the northeast portion of the Rancho Los Amigos South Campus, which will include an approximately 342,000-square-foot, 5-story main building with shared amenities, a warehouse building, 3-story parking structure and open spaces in a park-like setting. There is a tolling agreement with the City of South Gate to inform them at least six months prior to any	

	<p>construction activities. A letter was sent on March 20, 2023, in accordance with the agreement.</p>
<p><b>EQUITY INDEX OR LENS WAS UTILIZED</b></p>	<p><input checked="" type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>If Yes, please explain how: On every contract solicitation, Public Works notifies over 25,000 subscribers via our "Do Business with Public Works" website. Public Works also notifies all small businesses registered with Workforce Development, Aging, and Community Services; and advertises in regional and small newspapers in each Supervisorial District. Public Works follows Federal contracting laws where applicable, State laws, Public Contract Code, and all Board contracting policies.</p>
<p><b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b></p>	<p><input checked="" type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>If Yes, please state which one(s) and explain how: Board Priority No. 7: Sustainability. The project will achieve Leadership in Energy and Environmental Design Gold.</p>
<p><b>DEPARTMENTAL CONTACTS</b></p>	<p>Name, Title, Phone # &amp; Email:          Vincent Yu, Deputy Director, (626) 458-4010, cell (626) 614-7217, <a href="mailto:vyu@pw.lacounty.gov">vyu@pw.lacounty.gov</a></p>



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE  
REFER TO FILE:

February 18, 2025

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:

**CONSTRUCTION CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
RANCHO LOS AMIGOS SOUTH CAMPUS  
COUNTY OFFICE BUILDING PROJECT  
APPROVE CAPITAL PROJECT BUDGET AND  
APPROPRIATION ADJUSTMENT  
AMEND DESIGN-BUILD CONTRACT  
AWARD CONSULTANT SERVICES AGREEMENT  
CAPITAL PROJECT NO. 67959  
FISCAL YEAR 2024-25  
(SUPERVISORIAL DISTRICT 4)  
(4 - VOTES)**

### **SUBJECT**

Public Works is seeking Board approval to execute an amendment to a design-build contract with Sundt Construction, Inc., for Phase 2 of the Rancho Los Amigos South Campus County Office Building Project, which authorizes the design completion and construction phases; approve the capital project budget and appropriation adjustment; and to award a consultant services agreement to Kleinfelder, Inc., to provide building related inspection, monitoring, and testing services.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the recommended actions, including authorization to execute a contract amendment with Sundt Construction, Inc., for Phase 2 of the previously approved Rancho Los Amigos South Campus Project, were previously analyzed in the Final Environmental Impact Report for the Rancho Los Amigos South Campus Project, which the Board, acting as lead agency, certified on June 23, 2020, in compliance with the California Environmental Quality Act, and that there have been no changes to the previously approved Rancho Los Amigos South Campus Project or the circumstances under which it will be undertaken that will result in any new significant effects not discussed in the Final Environmental Impact Report or any significant environmental effects that would be more severe than shown in the Final Environmental Impact Report. Further find that the previously adopted Mitigation Monitoring and Reporting Program, approved Findings of Fact, and Statement of Overriding Consideration, approved by your Board at the time of project approval, continue to apply to the currently proposed actions.
2. Approve the Rancho Los Amigos South Campus County Office Building Project, Capital Project No. 67959, with the total project budget of \$479,689,000.
3. Authorize the issuance of short-term lease revenue commercial paper notes through the Los Angeles County Capital Asset Leasing Corporation Lease Revenue Note Program and/or long-term bonds to finance the remaining estimated project costs and any project costs initially funded through the lease revenue commercial paper notes proceeds in the amount up to \$446,674,000.
4. Approve an appropriation adjustment to increase appropriation and revenue by \$27,000,000 in the Lease Revenue Obligation Notes – General Facilities Capital Improvement Fund, for the Rancho Los Amigos South Campus County Office Building Project, Capital Project No. 67959, to fully fund the estimated Fiscal Year 2024-25 project expenditures.
5. Authorize the Director of Public Works or his designee to execute an amendment to the design-build contract to Sundt Construction, Inc., for Phase 2 of the project (design completion and construction) with a contract sum of \$373,300,000 and a maximum contract sum of \$407,400,000 for the Rancho Los Amigos South Campus County Office Building Project, which will include a design completion allowance of \$16,500,000; a utility connection

fee allowance of \$1,600,000; and a furniture, fixtures, equipment, securities, and audio/visual allowance of \$16,000,000, subject to receipt by the County of acceptable Faithful Performance and Payment for Labor and Materials Bonds and evidence of required contract insurance filed by the design-build entity; to establish the effective date of the contract upon receipt of acceptable performance, payment bonds, and evidence of required insurance; and to take all actions necessary and appropriate to fully deliver the project.

6. Award and authorize the Director of Public Works or his designee to execute a consultant services agreement for building related inspection, monitoring, and testing services with Kleinfelder, Inc., for a \$5,500,000 not-to-exceed amount and to establish the effective date following Board approval, for the work being carried out in Phase 2.
7. Authorize the Director of Public Works or his designee, in coordination with the Chief Executive Office, to exercise control of the design completion allowance, including the authority to reallocate the allowance into the contract sum, as appropriate, to resolve cost issues with Sundt Construction, Inc., that are identified during the design phase of the project, such as changes resulting from unforeseen conditions, including construction-related impacts.
8. Authorize the Director of Public Works or his designee to exercise control of the furniture, fixtures, equipment; securities and audio/visual; and the utility connection fee allowances, including the authority to reallocate the allowance into the contract sum.

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

The purpose of the recommended action is to seek Board approval to find the previously approved Rancho Los Amigos South Campus (RLASC) County Office Building Project was previously analyzed in the Final Environmental Impact Report (FEIR) that was certified by the County at the time of approval of the RLASC Project and that there have been no changes to the project or to the circumstances under which it will be undertaken that would result in any new significant effects not discussed in the FEIR or any significant environmental effects that would be more severe than shown in the FEIR; confirm the continued applicability of the adopted Mitigation Monitoring and Reporting Program (MMRP), previously approved Findings of Fact, and Statement of Overriding Consideration; approve the capital project (CP) budget; authorize the issuance of lease revenue commercial paper notes (Notes); approve an appropriation adjustment; award and authorize Public Works to execute an amendment to the design-build contract with Sundt Construction, Inc., for completion of Phase 2 of the project, which will include the

design completion and construction of the project; execute consultant services agreement (CSA) with Kleinfelder, Inc.; exercise control of design completion; furniture, fixtures, equipment (FF&E); securities and audio/visual; and the utility connection fee allowances.

#### Project Description and Background

On August 9, 2016, the Board established the RLASC Project and authorized Public Works to proceed with predevelopment activities including the preparation of environmental documents for the project.

On June 23, 2020, the Board certified the FEIR for the RLASC Project; adopted the MMRP prepared for the project; approved the Findings of Fact, Statement of Overriding Considerations, and Alternative 4, Scenario 2 of the FEIR as the approved RLASC Project.

The approved RLASC Project in 2020, located at 7601 East Imperial Highway in the City of Downey, included a larger development of up to approximately 650,000 square feet of floor area of new buildings to serve as headquarters for the County's Internal Services and Probation Departments, County administrative offices, two parking structures, necessary infrastructure improvements, and adaptive reuse and/or retention of certain existing buildings and structures that are eligible for listing in the National Register of Historic Places. Specifically, the historic Casa Consuelo (Los Angeles County Number [LACo No.] 1238) and Power Plant (LACo No. 1300) will be adaptively reused for project-related uses; the historic Water Tower (LACo No. 1301) will be restored to serve as an important focal point for the site; the historic Shop and Laundry (LACo No. 1302) will be mothballed for future County use; the historic Administration Building (LACo No. 1100), currently occupied by the Sheriff's Department, will be retained with no alterations to the building or changes in its use; and the historic Moreton Bay Fig Tree will be retained.

Also included was the demolition component of the RLASC Project, which included demolition of 103 buildings and structures. While the approved demolition would result in the loss of the RLASC Historic District's eligibility as a historic resource, the Board previously determined it was necessary to achieve the County's objectives, which included eliminating public safety concerns associated with the existing abandoned campus setting, including vandalism, arson, theft, structural instability, and habitation by individuals and urban wildlife; developing state-of-the-art County facilities that demonstrate the County's commitment to sustainability through achievement of a Leadership in Energy and Environmental Design Gold rating; and enabling the RLASC to complement and readily adapt to potential future projects on the campus.



On November 16, 2021, the Board approved the demolition of the 103 buildings and structures, and the work was completed in September 2023. The completed demolition work included make-ready work required to prepare the site for the new County office building.

### Project Delivery

On June 22, 2021, the Board approved Phase 1 of the RLASC County Office Building Project that authorized Public Works to execute a design-build contract with Sundt Construction, Inc., for program validation and schematic design. This Board action provided that at the completion of Phase 1, Public Works would return to the Board to seek authorization to proceed with the Phase 2 design-build services.

Awarding Phase 2 of the RLASC County Office Building Project's design-build contract to Sundt Construction, Inc., will deliver a development on a 23-acre site on the northeast portion of the RLASC, which will include an approximately 342,000-square-foot, 5-story main building with shared amenities, such as an auditorium, conference rooms, lunchrooms, and restrooms; is designed with an open office concept to allow maximum flexibility to adapt to changes based on user needs; and includes multiple points of vertical circulation within the building. Also included will be a new 31,200-square-foot warehouse building and a 3-story parking structure for approximately 978 vehicles. The site will have large open spaces in a park-like setting with specimen trees, draught tolerant landscaping, and fitness trails to encourage healthy living.

Between December 2023 and June 2024, the Chief Executive Office (CEO) reevaluated the cost efficiency of the project and identified new proposed tenants that could reduce County costs by terminating their current office space leases and relocating to the new RLASC County Office Building. The funding saved from the lease cancellations would be redirected to help pay for the debt service of the new building. The new proposed tenants also required less office space and so this reduced the size of the project, which was renegotiated with Sundt Construction, Inc. The use of the buildings remains unchanged.

The new proposed ten County tenants include the Departments of Aging & Disabilities; Children and Family Services; District Attorney; Internal Services; Justice, Care and Opportunities; Mental Health; Public Health; Public and Social Services; Sheriff; and the Executive Office Information Systems Advisory Board. Also included are hoteling spaces for any County staff to use for remote work.

Additionally, as included in the previously approved project, two historic buildings will be restored and repurposed: 10,000 square feet of the Power Plant, built in 1925, will be adaptively reused as a cafeteria; and Casa Consuelo will be adaptively reused for future office tenant improvements. The historic Water Tower and Moreton Bay Fig Tree will be preserved and serve as important landmarks within the RLASC.

#### Design Completion Allowance

A \$16,500,000 design completion allowance is included in the project budget to facilitate decisions minimizing delays and facilitating resolution of issues identified during the design phase, including any design refinements or issues concerning the County's scoping documents or changes required by jurisdictional agencies and other issues, such as unforeseen conditions discovered during design.

#### Other Contractual Allowances

The \$16,000,000 FF&E, securities, and audio/visual allowance is intended to allow the design-builder to collaborate with the County in selecting the FF&E, securities, and audio/visual to be procured and installed for operations at the facility.

The \$1,600,000 utility fees allowance is included in the project budget to cover utility connection fees that will be incurred by the County, which cannot be determined until the design is complete.

The use of the allowances will be controlled by Public Works, with concurrence from the CEO, to reallocate funds from this allowance into the contract sum as needed.

#### Green Building/Sustainable Design Program

The RLASC County Office Building Project will support the Board's Green Building/Sustainable Design Program by obtaining a United States Green Building Council Leadership in Energy and Environmental Design Gold Certification or higher. The project will incorporate design and construction sustainable features to optimize energy and water use; enhance the sustainability of the site; improve indoor environmental quality; and maximize the use and reuse of sustainable and local resources while considering long-term maintenance.

## Consultant Services Agreement

Awarding the building related inspection, monitoring, and testing services to Kleinfelder, Inc., will enable Public Works to ensure compliance with the construction documents and building code requirements of all jurisdictional agencies and provide testing and special inspection services, including such things as concrete, structural steel, anchorage pull tests, fireproofing, geotechnical testing/observation, and hazardous materials monitoring, for the successful delivery of the project.

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

These recommendations support the County Strategic Plan: North Star 1, Make Investments that Transform Lives, Focus Area Goal B, Employment and Sustainable Wages, Strategy iii, Job Creation; and North Star 3, Realize Tomorrow's Government Today, Focus Area Goal G, Internal Controls and Processes, Strategy ii, Manage and Maximize County Assets by providing contracting opportunities that will support small businesses and social enterprises and could potentially employ local and targeted workers. The project would also replace some County facilities that have exceeded their useful lives and can no longer be supported or maintained. The new replacement facility will enhance operational efficiency by consolidating County services in the RLASC.

Additionally, this is one of the identified pilot projects to be constructed utilizing the Community Workforce Agreement (CWA) approved by the Board and the Los Angeles/Orange Counties Building and Construction Trades Council on November 12, 2019.

### **FISCAL IMPACT/FINANCING**

The total project budget is \$479,689,000 (Enclosure A), which includes the plans and specifications, programming, predevelopment activities, scoping documents, permit fees, construction, change order allowances, consultant services, Civic Art allocation, miscellaneous expenditures, and County services.

The RLASC County Office Building Project will house multiple County departments relocating from leased office space, which will redirect savings from lease terminations to offset the total debt service payments.

Costs for predevelopment activities, including conceptual design and program validation, were paid and funded by the Fourth Supervisorial District net County cost in the amount of \$9,250,000 and from the issuance of Notes through the Los Angeles County Capital

Asset Leasing Corporation Lease Revenue Note Program (Note Program) in the amount of \$7,765,000. Each participating department will fund their pro rata share of the total FF&E, which is currently estimated at \$12,000,000. The proposed contract amendment includes a FF&E allowance of \$16,000,000 to cover potential additional unforeseen costs.

The remaining amount of the estimated project cost of \$446,674,000 will be financed with Notes and long-term lease revenue bonds. The costs of financing through the Note Program includes interest, insurance, and administrative costs, which will be requested through the Rent Expense Budget during the budget cycles. Any project costs initially funded through the Note Program will be financed with the issuance of long-term bonds to allocate the cost of the project over its estimated useful life. The annual repayment of the bond issued will be funded from the operating budgets of the participating departments. The CEO will work closely with the Treasurer and Tax Collector to determine the optimal financing plan for the project and will return to the Board to request authorization to issue long-term lease revenue bonds at some point in the future. The timing for the issuance of long-term bonds will depend on multiple factors, including the County's project expenditure needs, available capacity in the Note Program, and conditions in the municipal bond market. The costs of financing through the Note Program include interest, insurance, and administrative costs.

With an estimated total cost of \$454,439,000 to be financed, the projected annual debt service obligation, annual operations and maintenance, and capital reserves costs are approximately \$38,732,000. Lease cancellations from the tenant departments, as well as any eligible federal or state subvention are anticipated to offset the total annual amount by approximately \$26,722,000, which would reduce the overall net County cost obligation to \$12,010,000.

On December 18, 2018, the Board established three CPs (CP Nos. 67970, 67971, and 67972) to allow tracking of project expenditures under a separate fund through tax-exempt Notes. Approval of the recommended action to establish CP No. 67959, will consolidate the previous three CPs and allow the tracking of the project expenditures under one CP to properly account for the short-term borrowing through the Note Program.

Approval of an appropriation adjustment (Enclosure B) will increase appropriation and revenue by \$27,000,000 in the Lease Revenue Obligation Notes – General Facilities Capital Improvement Fund, in the RLASC County Office Building Project, CP No. 67959, to fully fund the estimated Fiscal Year 2024-25 project expenditures.

## Operating Budget Impact

Following completion of the project, the respective departments will fund the associated ongoing annual maintenance and operational costs and capital reserves within existing departmental resources.

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

### Design-Build Contract

The design-build contract with Sundt Construction, Inc., contains terms and conditions supporting the Board's ordinances and policies including, but not limited to: County Code Chapter 2.160, Lobbyist Ordinance; County Code Chapter 2.200, Child Support Compliance Program; County Code Chapter 2.202, Contractor Responsibility and Debarment; County Code Chapter 2.203, Contractor Employee Jury Service Program; County Code Chapter 2.204, Local Business Enterprise Preference Program; County Code Chapter 2.206, Defaulted Property Tax Reduction Program; Board Policy No. 5.050, County's Greater Avenues for Independence and General Relief Opportunities for Work Programs; Board Policy No. 5.135, Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law); and CWA by and among the Los Angeles County, the Los Angeles/Orange Counties Building, Construction Trades Council, the Signatory Craft Councils, and Local Unions.

In accordance with Board Policy 5.270, Countywide Local and Targeted Worker Hiring, during Phase 2, the project will require that at least 30 percent of the California construction labor hours be performed by qualified Local Residents and at least 10 percent be performed by Targeted Workers facing employment barriers. The project will also include a jobs coordinator who will facilitate implementation of the targeted hiring requirement of the policy.

### Consultant Services Agreement

A standard CSA with Kleinfelder, Inc., in the form previously approved by County Counsel, would be used. The CSA contains terms and conditions in compliance with CEO's and the Board's requirements. The proposed agreement also includes a provision requiring the consultant firms track subcontractors' utilization of Local Small Business Enterprise, Disabled Veterans Business Enterprise, and Social Enterprise Businesses.

The term of the proposed CSA would commence on the date of the full execution of the contract and for the duration of the project until final acceptance by the County.

#### Civic Art

In accordance with the Board's Civic Art Policy, adopted on December 7, 2004, and last amended on August 4, 2020, the proposed project budget includes one percent of eligible design and construction costs, in the amount of \$1,000,000, to be allocated to the Civic Art Fund.

#### **ENVIRONMENTAL DOCUMENTATION**

The County, as lead agency under California Environmental Quality Act (CEQA), prepared an Environmental Impact Report (EIR) for the previously approved RLASC Project in compliance with CEQA, which analyzed the potential environmental effects of the project. The EIR was certified on June 23, 2020, at which time the Board adopted the MMRP, approved required Findings of Fact, Statement of Overriding Considerations, and the RLASC Project. The recommended actions related to the previously renamed RLASC County Office Building Project are within the scope of the previously certified EIR for the approved RLASC Project. There have been no changes to the previously approved project or the circumstances under which it will be undertaken that will result in any new significant effects not included in the FEIR or any significant environmental effects that would be more severe than shown in the certified FEIR. No further environmental findings are necessary under CEQA. The previously adopted MMRP, approved Findings of Fact, and Statement of Overriding Considerations continue to apply to the currently proposed actions.

The previously certified EIR and related environmental documents are available and can be viewed at <https://ftp.pw.lacounty.gov:8443/pub/pmd/RanchoLosAmigosSouthCampusEIR/>. The location of the documents and other materials constituting the record of the proceedings upon which the Board decision is based in this matter can be viewed in person at Public Works Project Management Division II, 900 South Fremont Avenue, 5th Floor, Alhambra, CA 91803.

Upon the Board's approval of the recommended actions, Public Works will file a Notice of Determination with the Registrar Recorder/County Clerk and with the State Clearinghouse in the Governor's Office of Land Use and Climate Innovation in accordance with California Public Resources Code 21152 and will post the Notice of Determination to the County's website pursuant to Section 21092.2. Payment of the fee

to the California Department of Fish and Wildlife was made for the previously certified EIR pursuant to Section 711.4 of the Fish and Game Code.

### **CONTRACTING PROCESS**

#### Building Related Inspection, Monitoring, and Testing Services

On January 16, 2020, Public Works issued a Request for Proposals for building-related inspection and testing services. A total of eight proposals were received, and an evaluation committee comprised of Public Works staff evaluated the proposals. The evaluation was based on technical expertise, a proposed work plan, experience, personnel qualifications, and understanding of the work requirements. Based on the evaluation, Kleinfelder, Inc., was determined to be the best-qualified firm for the project. Kleinfelder, Inc., will implement and comply with the CWA for all special inspection work on the project, which was one of the identified pilot projects of the CWA, as approved by the Board on November 12, 2019. Kleinfelder, Inc.'s Community Business Enterprise participation data and 3-year contracting history are on file with Public Works.

Standard contracts, in the form previously approved by County Counsel, were used. The standard Board-directed clauses that provide for contract termination, renegotiation, and hiring qualified displaced County employees are included in the contract.

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

There will be no impact on current County services or projects during the performance of the recommended actions.

**CONCLUSION**

Please return one adopted copy of this Board letter to Public Works, Project Management Division II.

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:SK:mm

Enclosures

- c: Aging & Disabilities  
Arts and Culture (Civic Art Division)  
Auditor-Controller  
Chief Executive Office (Capital Programs Division)  
Children and Family Services  
County Counsel  
District Attorney  
Executive Office, Board of Supervisors  
Internal Services  
Justice, Care and Opportunities  
Mental Health  
Public Health  
Public Social Services (GAIN/GROW Program)  
Sheriff



**CONSTRUCTION CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
RANCHO LOS AMIGOS SOUTH CAMPUS  
COUNTY OFFICE BUILDING PROJECT  
APPROVE CAPITAL PROJECT BUDGET AND  
APPROPRIATION ADJUSTMENT  
AMEND DESIGN-BUILD CONTRACT  
AWARD CONSULTANT SERVICES AGREEMENT  
CAPITAL PROJECT NO. 67959  
FISCAL YEAR 2024-25  
(SUPERVISORIAL DISTRICT 4)  
(4-VOTES)**

**I. PROJECT SCHEDULE**

Project Activity	Completion Date
Design-Build Award – Phase 1	*Q2 2021
Design-Build Award – Phase 2	Q1 2025
Construction	
Substantial Completion	Q4 2027
Project Acceptance	Q1 2028

\*Indicates a completed activity.

**II. PROJECT BUDGET**

Budget Category	Budget
Construction	
Construction	\$373,300,000
Allowances	\$ 34,100,000
Change Orders	\$ 25,000,000
Civic Arts	\$ 1,000,000
Subtotal	\$433,400,000
Consultant Services	\$ 16,965,000
Miscellaneous Expenditures	\$ 350,000
Jurisdictional Reviews	\$ 3,500,000
County Services	\$ 8,459,000
Past Expenditures	\$ 17,015,000
<b>Total</b>	<b>\$479,689,000</b>

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BOARD OF SUPERVISORS  
OFFICIAL COPY

February 18, 2025

COUNTY OF LOS ANGELES

**REQUEST FOR APPROPRIATION ADJUSTMENT**

DEPARTMENT OF CHIEF EXECUTIVE OFFICER

**AUDITOR-CONTROLLER:**

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

**ADJUSTMENT REQUESTED AND REASONS THEREFORE**

**FY 2024-25  
4 - VOTES**

SOURCES		USES	
GENERAL FACILITIES CAPITAL IMPROVEMENT <b>RANCHO LOS AMIGOS SOUTH CAMPUS COUNTY OFFICE BUILDING</b> J22-CP-94-9276-65065-67959 LEASE REVENUE OBLIGATION NOTES PROCEEDS / CAPITAL PROJECTS <b>INCREASE REVENUE</b>	<b>27,000,000</b>	GENERAL FACILITIES CAPITAL IMPROVEMENT <b>RANCHO LOS AMIGOS SOUTH CAMPUS COUNTY OFFICE BUILDING</b> J22-CP-6014-65065-67959 CAPITAL ASSETS - B & I <b>INCREASE APPROPRIATION</b>	<b>27,000,000</b>
<b>SOURCES TOTAL</b>	<b>\$ 27,000,000</b>	<b>USES TOTAL</b>	<b>\$ 27,000,000</b>

**JUSTIFICATION**

Reflects an increase in revenue and appropriation by \$27,000,000 in the Lease Revenue Obligation Notes - General Facilities Capital Improvement Fund, for the Rancho Los Amigos South Campus County Office Building Project, Capital Project No. 67959, to fund the estimated Fiscal Year 2024-25 project expenditures.

Digitally signed by James Yun  
Date: 2025.01.15 11:48:11 -08'00'

**AUTHORIZED SIGNATURE** JAMES YUN, MANAGER, CEO

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

REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR---

ACTION

RECOMMENDATION  
**Andrea**

Digitally signed by Andrea Turner  
Date: 2025.01.15 13:44:03 -08'00'

BY **Turner**

DATE **1/15/25**

APPROVED AS REQUESTED

APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

Digitally signed by Amir Alam  
Date: 2025.01.15 15:52:53 -08'00'

BY **Amir Alam**

DATE **1/15/25**

B.A. NO. **084**