



Board of Supervisors Operations Cluster Agenda Review Meeting

DATE: October 29, 2025

TIME: 2:00 p.m. – 4:00 p.m.

MEETING CHAIR: Michelle Vega, 5th Supervisorial District

CEO MEETING FACILITATOR: Dardy Chen

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.

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:
REQUEST TO EXECUTE SOLE SOURCE AMENDMENT WITH NEUMO
COLUMBIA ULTIMATE, LLC FOR COLLECTIONS AND ACCOUNTS
RECEIVABLE SYSTEM
TTC - Deondria Barajas, Assistant TTC, Tax Branch and
Vibiana Navarro, Administrative Deputy
- B) Board Letter:
APPROVAL OF A CONTRACT AMENDMENT AND DELEGATED AUTHORITY
TO ENTER INTO FUTURE AMENDMENTS FOR SHORT-TERM DISABILITY,
LONGTERM DISABILITY, AND SURVIVOR BENEFIT CLAIMS THIRD-PARTY
ADMINISTRATION SERVICES WITH SEDGWICK CLAIMS MANAGEMENT
SERVICES, INC.
DHR - Maggie Martinez, Assistant Director, Employee Benefits Division
- C) Board Letter:
REQUEST FOR APPROVAL AND AWARD OF CONSULTING AND
PROFESSIONAL SERVICES MASTER AGREEMENTS AND WORK ORDERS
EO/BOS - Zuleyda Santana, Administrative Deputy
- D) Board Letter:
BOND ANTICIPATION NOTES
AUTHORIZATION AND REIMBURSEMENT RESOLUTION
CEO/ASSET MANAGEMENT - Lilly Qi, Principal Analyst
- E) Board Letter:
FIFTEEN YEAR LEASE
CHILD SUPPORT SERVICES DEPARTMENT
5500 SOUTH EASTERN AVENUE, COMMERCE
CEO/RE - Alexandra Nguyen-Rivera, Section Chief, Leasing
- F) Board Letter:
TEN-YEAR LEASE AMENDMENT
SHERIFF'S DEPARTMENT
9100 SOUTH SEPULVEDA BOULEVARD, LOS ANGELES
CEO/RE - Alexandra Nguyen-Rivera, Section Chief, Leasing
- G) Board Letter:
EIGHT-YEAR LEASE AMENDMENT
DEPARTMENT OF MENTAL HEALTH
12440 IMPERIAL HIGHWAY, NORWALK, CA
CEO/RE - Alexandra Nguyen-Rivera, Section Chief, Leasing

5. PRESENTATION ITEM(S):

None.

6. ADJOURNMENT

UPCOMING ITEMS FOR NOVEMBER 5, 2025:

- A) APPROVAL TO EXECUTE A SOLE SOURCE CONTRACT WITH 3DI, INC. FOR THE PROVISION CASE MANAGEMENT SYSTEM SERVICES
DCBA/CIO - Alfred Beyruti, Administrative Deputy and
Jose Rivas, Information Technology Manager
- B) REQUEST FOR APPROVAL TO AWARD AND EXECUTE STRATEGIC PLAN AND SUPPORT SERVICES MASTER AGREEMENTS
CEO/CONTRACTS - Luci Gutierrez, Acting Manager
- C) INCREASING THE LIFETIME MAXIMUM BENEFIT FOR THE ANTHEM BLUE CROSS PLANS PROVIDED BY THE LOS ANGELES COUNTY EMPLOYEES RETIREMENT ASSOCIATION
CEO/LABOR - Leslie Rooney, Principal Analyst
- D) AUTHORIZATION FOR THE ASSESSOR TO AMEND SOLE SOURCE AGREEMENT WITH ORACLE AMERICA, INC. (ORACLE) TO PROVIDE CONTINUOUS SUPPORT FOR PHASE V OF THE ASSESSOR MODERNIZATION PROJECT (AMP)
ASR - Kevin Lechner, Departmental Chief Information Officer II
- E) REQUEST APPROVAL TO EXECUTE A CONTRACT AMENDMENT WITH GEORGE HILLS COMPANY, INC., FOR CLAIMS ADMINISTRATION AND LITIGATION MANAGEMENT SUPPORT SERVICES
CEO/RM - Anthony Taras, Manager and
Kashari S. Jones, Administrative Services Manager III

F) ACQUISITION OF COMPUTER EQUIPMENT (IBM VIRTUAL TAPE SYSTEM
AND ENTERPRISE STORAGE ARRAY EXPANSION) HOSTING
COUNTYWIDE APPLICATIONS IN DATA CENTER 1 AND LOCAL RECOVERY
CENTER

ISD - Rumi Salihue, Division Manager

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

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	10/29/2025	
BOARD MEETING DATE	11/18/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Treasurer and Tax Collector (TTC)	
SUBJECT	Sole Source Amendment to Contract Number 78523, Collections and Accounts Receivable System (CARS) Contract, with Neumo Columbia Ultimate, LLC (Neumo).	
PROGRAM	N/A	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	If Yes, please explain why: To extend the Contract Term for CARS for two years to enable TTC to continue its collection responsibilities without disruption.	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXECUTIVE OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	12/31/2025	
COST AND FUNDING	Total cost: \$1,700,000	Funding source: Departmental Budget
	TERMS (if applicable): The current Contract Term ends on December 31, 2025, and, if approved, the Contract will be extended by an additional two years to December 31, 2027.	
	Explanation: N/A	
PURPOSE OF REQUEST	This request is to authorize TTC to execute a Contract Amendment with Neumo, to extend the Contract Term for CARS for an additional two years to enable TTC to continue its collection responsibilities without disruption.	
BACKGROUND (include internal/external issues that may exist including any related motions)	TTC entered into a contract with Neumo on September 6, 2016, to provide CARS. TTC uses CARS to provide centralized collection services on behalf of County departments. These collections include recovering debt related to CalFresh, CalWorks, and General Relief overpayments for the Department of Public Social Services, as well as delinquent debts owed by individuals or businesses for services received. Additionally, the Probation Department also uses CARS to enforce court-ordered financial obligations, such as the collection of victim restitution and monthly distribution of restitution payments. On March 21, 2025, a Notice of Intent to Negotiate Sole Source Contract Extension with Neumo was delivered to the Board of Supervisors. After a four-week waiting period, TTC began negotiations. As the RFP released in July 17, 2025 did not result in an award to a vendor capable of satisfactorily performing the required services, the two-year extension enables TTC to continue its collection responsibilities without disruption while canvassing the industry for potential alternatives and evaluate issuing a Request for Information and/ or revised RFP.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	<ul style="list-style-type: none"> • Lisa Proft, Chief Deputy, Treasurer and Tax Collector, (213) 974--0418, lproft@ttc.lacounty.gov • Deondria Barajas, Assistant Treasurer and Tax Collector, (213) 974-2077, dbarajas@ttc.lacounty.gov • Nichole Alcaraz, Operations Chief, (213) 974-0070, nalcaraz@ttc.lacounty.gov 	



COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR

ELIZABETH BUENROSTRO GINSBERG
TREASURER AND TAX COLLECTOR

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 437
Los Angeles, California 90012
Telephone: (213) 974-2101 Fax: (213) 626-1812
ttc.lacounty.gov and propertytax.lacounty.gov

Board of Supervisors
HILDA L. SOLIS
First District
HOLLY J. MITCHELL
Second District
LINDSEY P. HORVATH
Third District
JANICE HAHN
Fourth District
KATHRYN BARGER
Fifth District

November 18, 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:

REQUEST TO EXECUTE SOLE SOURCE AMENDMENT WITH NEUMO COLUMBIA ULTIMATE, LLC FOR COLLECTIONS AND ACCOUNTS RECEIVABLE SYSTEM (ALL DISTRICTS - 3 VOTES)

SUBJECT

The recommended action is to authorize the Treasurer and Tax Collector (TTC) to execute a sole source Amendment (Amendment) to Contract Number 78523 (Contract) with Neumo Columbia Ultimate, LLC (Neumo) for Collections and Accounts Receivable System (CARS). The Amendment will extend the current term of the Contract, which expires on December 31, 2025, to allow TTC to continue its collection responsibilities without disruption.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Treasurer and Tax Collector, or designee, to execute the attached Amendment to Contract Number 78523 with Neumo for CARS, extending the Contract Term for an additional two years from January 1, 2026, to December 31, 2027, with an annual contract amount not to exceed \$850,000.
2. Delegate authority to the Treasurer and Tax Collector, or designee, to execute Change Notices or Amendments to the Contract to: (i) add, delete, and/or revise certain terms and conditions as mandated by federal, state, or local law or regulation, or as required by the Board, and/or Chief Executive Office; (ii) approve assignment or transfer of the Contract or of Neumo's rights or obligations thereunder; (iii) make changes to the Statement of Work (SOW) as operationally necessary, with all actions subject to prior approval as to form by County Counsel;

- (iv) internally reallocate funds between budget pools within the Contract; and
- (v) delegate authority to the Treasurer and Tax Collector, or designee, to execute applicable Contract amendments in the event an entity acquires the original contracting entity, the original contracting entity merges, or otherwise undergoes a corporate action.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

TTC operates as the collections agency for the County of Los Angeles (County), providing a variety of services, including, but not limited to, collections for the Department of Public Social Services, which are related to CalFresh (formerly Food Stamps), CalWORKS, and General Relief Overpayments; as well as delinquent outstanding debt owed to various County departments for personal or mandated services received by individuals or business entities, including victim restitution, fees, and fines for the Probation Department (Probation). Some examples of services include the recovery of overpayments, the collection of fees and penalties, and the recovery of payments owed to the County due to insufficient fund checks.

CARS facilitates the referral of delinquent accounts to TTC, as well as an outside collections agency, manages collection activities, produces notices, and supports payment reconciliation and reporting. On an annual basis, TTC adds 37,800 new accounts to CARS of outstanding debts owed to County departments.

As detailed below in the Contracting Process, the Request for Proposals (RFP) did not result in a vendor capable of meeting all technical requirements of the SOW, including thin client compatibility for the replacement Software as a Service (SaaS) solution, requiring further review and the possible release of a revised solicitation.

The Amendment to extend the term of the Contract with Neumo is necessary for TTC to continue utilizing CARS to provide centralized collection services on behalf of County departments.

Implementation of Strategic Plan Goals

The recommendation supports the County's Strategic Plan North Star 3 – Realize Tomorrow's Government Today, Focus Area Goal G, Strategy ii – Manage and Maximize County Assets.

FISCAL IMPACT/FINANCING

The cost for extending the Contract Term for an additional two years is \$1,700,000. Funding for CARS has been included in TTC's Fiscal Year 2025-26 Budget and will be included in each subsequent year's budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On September 6, 2016, the Board approved Contract Number 78523 with Neumo. The Contract was for a period of five years following Final Acceptance, with two additional one-year periods and/or six month-to-month extensions, for a maximum contract term until December 31, 2025. The Contract is now in its final six month-to-month extension.

The recommended Amendment will continue the Contract's current requirements and conditions through December 31, 2027. Pursuant to the Amendment, Neumo will continue to provide maintenance and support to CARS.

County Counsel has reviewed and approved the Amendment as to form.

CONTRACTING PROCESS

In accordance with your Board's Policy Number 5.100, Sole Source Contracts and Amendments, a Notice of Intent to Negotiate Sole Source Contract Extension was delivered to your Board on March 21, 2025. After a four-week waiting period, TTC began negotiations with Neumo in June 2025 to extend the existing Contract to ensure continuity of services. The required Sole Source Checklist approved by the Chief Executive Office is attached to this Board Letter as Attachment I.

On July 17, 2025, TTC released a Request for Proposals (RFP) for the provision of CARS and posted the RFP on the County's "Doing Business with Us" website under four Commodity Codes. These Commodity Codes consisted of approximately 5,374 registered vendors. TTC also posted the RFP on TTC's website and emailed it to an additional 13 vendors on TTC's mailing list. Additionally, TTC provided the RFP to the Department of Economic Opportunity, Office of Small Business, who provided it to seven additional collections agencies/accounts receivables businesses in Los Angeles County. On July 31, 2025, TTC hosted a Mandatory Proposers' Conference, which was attended by nine vendors.

TTC received one proposal by the due date of August 22, 2025, from the incumbent. An Evaluation Committee comprised of staff from TTC's Information Technology Branch, TTC's Internal Controls Branch, and Probation utilized the County's Informed Averaging scoring methodology to score the proposal.

The incumbent's proposal did not take any exceptions to the County's terms and conditions. However, during contract negotiations, TTC determined that the incumbent does not currently meet the thin client requirements for the replacement SaaS solution specified in the SOW. As the RFP process did not result in an award to a vendor capable of satisfactorily performing the required services, TTC plans to cancel the RFP, canvass the industry for potential alternatives, and evaluate issuing a Request for Information and/or a revised RFP.

IMPACT ON CURRENT SERVICES

Approval of the recommended actions will ensure that TTC can continue its collection responsibilities without disruption.

Respectfully submitted,

ELIZABETH BUENROSTRO GINSBERG
Treasurer and Tax Collector

EBG:LP:DB:VN:DS:en

Enclosures

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

SOLE SOURCE CHECKLIST

Department Name: _____

- ☐ New Sole Source Contract
- ☐ Sole Source Amendment to Existing Contract
- Date Existing Contract First Approved: _____

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

Chief Executive Office

Date

**AMENDMENT NUMBER FIVE
TO CONTRACT NUMBER 78523 FOR
COLLECTIONS AND ACCOUNTS RECEIVABLE SYSTEM**

This Amendment Number Five (Amendment) to Contract Number 78523 (CONTRACT) is made and entered into this ___ day of _____, 2025, by and between the County of Los Angeles (COUNTY) and Neumo Columbia Ultimate, LLC f/k/a Columbia Ultimate, LLC (CONTRACTOR) and is effective as set forth above and based on the following recitals:

RECITALS

WHEREAS, on September 06, 2016, COUNTY and CONTRACTOR entered into CONTRACT for the provision of Collections and Accounts Receivable System; and

WHEREAS, on June 29, 2023, COUNTY exercised its first option to extend the CONTRACT, effective July 1, 2023, through June 30, 2024; and

WHEREAS, on June 11, 2024, COUNTY exercised its second option to extend the CONTRACT, effective July 1, 2024, through June 30, 2025; and

WHEREAS, on April 23, 2025, COUNTY exercised its six month-to-month option to extend the CONTRACT, effective July 1, 2025, through December 31, 2025; and

WHEREAS, pursuant to the Amended Certificate of Formation filed with the Washington Secretary of State on September 22, 2025, Columbia Ultimate, LLC has changed its legal business name to Neumo Columbia Ultimate, LLC; and

WHEREAS, pursuant to Subparagraph 8.1 (Change Notices and Amendments), of CONTRACT, the COUNTY wishes to extend the CONTRACT for a period of two years, effective January 1, 2026, through December 31, 2027; and

NOW THEREFORE, pursuant to Subparagraph 8.1 (Change Notices and Amendments), and in consideration of the foregoing recitals and mutual promises, covenants and conditions contained herein, COUNTY and CONTRACTOR hereby agree that the CONTRACT is amended as follows:

1. The legal name of CONTRACTOR is changed to "Neumo Columbia Ultimate, LLC". References to Columbia Ultimate, LLC throughout the CONTRACT are hereby amended and replaced with Neumo Columbia Ultimate, LLC.
2. The CONTRACT is extended for a period of two years, effective January 1, 2026, through December 31, 2027.
3. Paragraph 4.0 (Term of Contract) of the CONTRACT is amended to delete existing Subparagraph 4.2, in its entirety, and replaced with the revised Subparagraph 4.2 as follows:

4.0 TERM OF CONTRACT

4.2 The term for the Maintenance and Support Services shall commence on the Final Acceptance of the System (Support Start Date) and continue in full force and effect for nine years and six months, unless earlier terminated as provided herein.

4. Paragraph 5.0 (Contract Sum) of the CONTRACT is amended to delete existing Subparagraph 5.1, in its entirety, and replaced with the revised Subparagraph 5.1 as follows:

5.0 CONTRACT SUM

5.1 The maximum Contract Sum under the terms of this Contract shall be the total monetary amount payable by the County to the Contractor for provision of the Services and other work specified herein in accordance with Exhibit B (Pricing Schedule) and shall not exceed \$3,490,015.50.

5. Subparagraph 8.42 (Termination for Convenience) of the CONTRACT is deleted in its entirety.
6. Exhibit B (Pricing Schedule) of the CONTRACT is amended to delete existing Exhibit B (Pricing Schedule), in its entirety, and replaced with the revised Exhibit B (Pricing Schedule).
7. Except as expressly provided in this Amendment, all other mutual promises, covenants, terms and conditions of the CONTRACT will remain the same and in full force and effect.
8. This Amendment 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 instrument.

/

/

/

/

/

/

/

/

IN WITNESS WHEREOF, the CONTRACTOR and the COUNTY, by order of its Board of Supervisors, has caused this Amendment Number Five to be executed on its behalf, as of the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
ELIZABETH BUENROSTRO GINSBERG
Treasurer and Tax Collector

NEUMO COLUMBIA ULTIMATE, LLC

By  _____
PAUL COLANGELO
Chief Executive Officer

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Michael Owens
Senior Deputy County Counsel

Date

DELIVERABLES						
DELIVERABLE	DESCRIPTION	ASSOCIATED MILESTONE	DELIVERABLE AMOUNT	EXTENDED AMOUNT (After 20% holdback)		MAXIMUM FIXED PRICE*
License Purchase						
Deliverable 0.0.0	78 Revenue Results Licenses	Phase 0	\$0.00			\$0.00
Completion of Work Requirements		Phase 1	\$29,415.00	\$23,532.00		\$29,415.00
Deliverable 3.1.1	System Implementation Strategy	Phase 1	-			
Deliverable 3.1.2	Project Management Plan	Phase 1	\$2,225.00			
Deliverable 3.1.3	Project Work Plan	Phase 1	\$2,225.00			
Deliverable 3.1.4	Decision Log	Phase 1	-			
Deliverable 3.2.1	End User Requirements	Phase 1	\$2,225.00			
Deliverable 3.2.2	Business Processes Requirements	Phase 1	\$2,225.00			
Deliverable 3.2.3	Functional Requirements (A-O)	Phase 1	\$20,515.00			
Completion of Implementation Plan		Phase 2	\$15,575.00	\$12,460.00		\$15,575.00
Deliverable 4.1.1	Application Configuration Document	Phase 2	\$8,900.00			
Deliverable 5.1.1	Configure The New System	Phase 2	\$6,675.00			
Completion of Data Conversion and Migration		Phase 3	\$13,350.00	\$10,680.00		\$13,350.00
Deliverable 7.1.1	Data Conversion and Migration Plan	Phase 3	\$2,225.00			
Deliverable 7.1.2	Develop Data Conversion and Migration Programs	Phase 3	\$2,225.00			
Deliverable 7.1.3	Data Conversion and Migration Programs	Phase 3	\$4,450.00			
Deliverable 7.2.1	Conversion Test Results Report	Phase 3	\$4,450.00			
Completion of System Development		Phase 4	\$317,040.00	\$253,632.00		\$317,040.00
Deliverable 5.1.2	Necessary Customizations	Phase 4	\$317,040.00			
Completion of Training Plans and Admin Training		Phase 5	\$34,765.00	\$27,812.00		\$34,765.00
Deliverable 9.1.1	Training Plan	Phase 5	\$11,125.00			
SOW Attach III	Training Administration and Setup	Phase 5	\$23,640.00			
Completion of End User Training		Phase 6	\$23,640.00	\$18,912.00		\$23,640.00
SOW Attach III	End User Training	Phase 6	\$23,640.00			
Completion of System Testing		Phase 7	\$22,250.00	\$17,800.00		\$22,250.00
Deliverable 6.1.1	Testing Strategy	Phase 7	\$4,450.00			
Deliverable 6.1.2	Test Results	Phase 7	\$6,675.00			
Deliverable 6.1.3	Tested System	Phase 7	\$11,125.00			
Completion of Interfaces		Phase 8	\$155,500.00	\$124,400.00		\$155,500.00
Deliverable 5.1.3	Interfaces To Outside Agencies And Other County Departments	Phase 8	\$123,400.00			
Deliverable 5.1.4	Integration To Third Party Software	Phase 8	\$32,100.00			
Completion of User Acceptance Test		Phase 9	\$22,250.00	\$17,800.00		\$22,250.00
Deliverable 8.1.1	User Acceptance Test Plan	Phase 9	\$6,675.00			
Deliverable 8.1.2	Conduct User Acceptance Test	Phase 9	\$4,450.00			
Deliverable 8.1.3	User Acceptance Test Results	Phase 9	\$11,125.00			

Completion of System Implementation		Phase 10	\$37,825.00	\$30,260.00		\$37,825.00
Deliverable 9.1.2	Prepare and Provide User Documentation	Phase 10	\$11,125.00			
Deliverable 9.1.3	System Documentation	Phase 10	\$0.00			
Deliverable 7.3.1	Converted Data	Phase 10	\$8,900.00			
Deliverable 10.1.1	System Cutover and Permanent Site Installation Plan	Phase 10	\$6,675.00			
Deliverable 10.2.1	System in Production Use	Phase 10	\$11,125.00			
System Documentation		Phase 11	\$17,800.00	\$14,240.00		\$17,800.00
Deliverable 4.1.2	Final Detail Design Document	Phase 11	\$13,350.00			
Deliverable 10.3.1	Non-Deficient System Production Use	Phase 11	\$4,450.00			
Post-Implementation Documentation		Phase 12	\$0.00	\$0.00		\$0.00
Deliverable 10.4.1	Post-Implementation Review Report	Phase 12	\$0.00			
SUBTOTAL (Deliverables)				\$551,528.00		\$689,410.00
						MAXIMUM FIXED PRICE*
Ia. DELIVERABLES				\$551,528.00		\$689,410.00
IIa. MAINTENANCE AND SUPPORT SERVICES**		Monthly allocation over 90 months (seven years and six months) would be \$8,200/month to begin at implementation after Final Acceptance				\$738,012.00
III. TRAVEL ALLOCATION		Billed as Incurred, Not to Exceed				\$20,000.00
SUBTOTAL		\$1,447,422.00				
IV. ADDITIONAL WORK PRICING						
a. SYSTEM TRAINING		Training Services are billed at \$160/Hour				
b. PROFESSIONAL SERVICES		Professional Services are billed at \$160/Hour				
c1. ADDITIONAL LICENSES		Additional licenses can be purchased at \$4,200 plus an additional \$1,155 support per concurrent user prorated on an annual basis.				
d. POST-IMPLEMENTATION DOCUMENTATION		Billed as Incurred, Not to Exceed \$17,800.00				
V1. Pool Dollars		Pool Dollars Beginning Balance			Remaining Total	\$250,000.00
		Change Notice 1: Deliverable Modification (Pricing Schedule)			\$250,000.00	\$0.00
		Change Notice 2: System Modification (Victim Restitution Module)			\$247,440.00	\$2,560.00
		Change Notice 3: DPSS Modification			\$244,880.00	\$2,560.00
		Change Notice 4: Probation Dept File Import			\$238,320.00	\$6,560.00
		Change Notice 5 (Modification): DPSS Modification (Modification not-to-exceed \$7,200)			\$231,120.00	\$7,200.00
		Change Notice 6 (Modification): TTC Costs and Fees (Modification not-to-exceed \$1,920)			\$229,200.00	\$1,920.00
		Change Notice 8 (Modification): TTC Document Migration and Disable/Enable a Save Option			\$215,280.00	\$13,920.00
		Change Notice 9 (Modification): DPSS Warning Banner			\$210,480.00	\$4,800.00
		Change Notice 10 (Modification): Probation Dept File Import			\$205,680.00	\$4,800.00
		Change Notice 11 (Modification): DPSS Re-Referral of CalWORKs and CalFresh Accounts			\$199,280.00	\$6,400.00
		Change Notice 12 (Modification): TTC - ICB Reports Enhancements - CN 12 HAS BEEN CANCELLED			\$199,280.00	\$40,640.00
		Change Notice 13 (Modification): TTC - IT Microsoft Server and SQL Server Upgrades			\$189,680.00	\$9,600.00
		Change Notice 14 (Modification): TTC ICB Reports Enhancement - (includes portions of CN12)			\$170,480.00	\$19,200.00
		Pool Dollars Remaining Total				\$170,480.00
AMENDMENT NUMBER ONE TOTAL COSTS		DA/Sheriff Amendment Number One (adopted March 20, 2018)				\$105,645.00
Ib. DELIVERABLES		DA/Sheriff Amendment Number One		\$36,800.00		
IIb. MAINTENANCE AND SUPPORT SERVICES		DA/Sheriff Amendment Number One		\$50,445.00		
c2. ADDITIONAL LICENSES		DA/Sheriff Amendment Number One		\$8,400.00		

V2. Pool Dollars (DA/Sheriff)	Additional Services for inmate Victim Restitution	\$10,000.00		
DA RevQ Licenses and Interfaces Premise Maintenance	Removal of Two Licenses (\$6,525.75 each)	\$6,525.75		\$13,051.50
AMENDMENT NUMBER FIVE TOTAL COSTS	Additional 2 years of Maintenance and Support Services			\$1,700,000.00
REVISED GRAND TOTAL				\$3,490,015.50
<p>*There will be 20% withholds on all invoices/payments to be paid by County to Contractor at the completion of Final Acceptance.</p> <p>**Payments for Maintenance and Support Services will be paid annually in advance commencing at implementation after Final Acceptance.</p>				



ELIZABETH BUENROSTRO GINSBERG
TREASURER AND TAX COLLECTOR

COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 437
Los Angeles, California 90012
Telephone: (213) 974-2101 Fax: (213) 626-1812
ttc.lacounty.gov and propertytax.lacounty.gov

Board of Supervisors

HILDA L. SOLIS
First District

HOLLY J. MITCHELL
Second District

LINDSEY P. HORVATH
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

March 21, 2025

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

FROM: Elizabeth Buenrostro Ginsberg
Treasurer and Tax Collector

SUBJECT: **ADVANCE NOTIFICATION OF INTENT TO NEGOTIATE A SOLE
SOURCE AMENDMENT TO CONTRACT NUMBER 78523 WITH
COLUMBIA ULTIMATE, LLC FOR CONTINUED MAINTENANCE AND
SUPPORT OF THE COUNTY OF LOS ANGELES COLLECTIONS AND
ACCOUNTS RECEIVABLE SYSTEM**

In accordance with Board Policy 5.100, Sole Source Contracts and Amendments, this correspondence provides notification to your Board that the County of Los Angeles (County) Department of Treasurer and Tax Collector (TTC) intends to negotiate a Sole Source Contract amendment with Columbia Ultimate, LLC (Columbia Ultimate) for the continued maintenance and support of the County's Collections and Accounts Receivable System (CARS). This Contract expires on December 31, 2025. The TTC seeks to extend the Contract for two additional one-year options. This extension is necessary to complete the competitive solicitation process and implement a replacement system.

BACKGROUND

The TTC has delegated authority to provide centralized collection services on behalf of other County departments, except the Department of Health Services. These collections include recovering debt related to CalFresh, CalWorks, and General Relief overpayments for the Department of Public Social Services, as well as delinquent debts owed by individuals or businesses for services received. The existing Contract is required for ongoing maintenance and support of Columbia Ultimate's proprietary software. Additionally, the Probation Department also uses CARS to enforce court-ordered financial obligations, such as the collection of victim restitution and monthly distribution of restitution payments. CARS facilitates the referral of delinquent accounts

to the TTC, as well as an outside collection agency, manages collection activities, produces notices, and supports payment reconciliation and reporting.

On an annual basis, the TTC collects approximately \$18.0 million in outstanding debts owed to County departments and adds 34,500 new accounts to CARS.

JUSTIFICATION

The TTC is in the process of developing a competitive solicitation for a replacement system, with an anticipated release in April 2025. This extension ensures continued, uninterrupted access to CARS while the TTC finalizes the solicitation process and the implementation of a replacement system.

CONCLUSION

Unless otherwise instructed by your Board within four weeks from the date of this notification, the TTC will proceed with the sole source Contract amendment negotiations with Columbia Ultimate to allow the continued use of CARS.

Should you have any questions or require additional information, please contact me directly or your staff may contact Ms. Deondria Barajas, Assistant Treasurer and Tax Collector, of my staff at (213) 974-2077 or dbarajas@ttc.lacounty.gov.

EBG:VN:DS:CH:lac

Attachment

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

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	10/29/2025	
BOARD MEETING DATE	11/18/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Department of Human Resources (DHR)	
SUBJECT	Approval of a Contract Amendment for Short-term Disability (STD), Long-term Disability (LTD), and Survivor Benefit Claims Third-Party Administration Services with Sedgwick Claims Management Services, Inc. (Sedgwick)	
PROGRAM	Short-term Disability, Long-term Disability, and Survivor Benefit Claims Third-Party Administration Services under Contract No. HM-2024-TPA Services with Sedgwick	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total Cost: Total additional cost of \$6,253,456.	Funding source: Funding for the amendment will be included in the fiscal year's budget for each contract year. The costs are partially offset by monthly premiums paid by participating employees through payroll deductions. The remaining costs are fully offset by Intrafund Transfers and Revenue billings to County departments.
	TERMS (if applicable): The amended Contract Sum for the entire Contract term (including the optional extension) will be \$19,033,128.	
	Explanation: Funding will be provided by current budget allocations with on-going annual costs budgeted each fiscal year. No new Net County Cost is being requested for this Contract.	
PURPOSE OF REQUEST	The Board Letter requests approval of Amendment Three to the Contract to increase the Contract Sum by \$1,628,034 to pay Sedgwick for STD and LTD pass-through expenses (i.e., expenses over \$350 per claim for third-party vendor provided services, such as independent medical examinations). The Board Letter also informs the Board that DHR will add \$4,625,422 for the Paid Family Leave Pilot Program (PFLPP) for Flex/MegaFlex employees and Protected Leave/Disability Management & Compliance (PL/DMC) for Probation Department employees, as a result of directives from two Board Motions. The total increase to the Contract via Amendment Three is \$6,253,456.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The original Board Letter gave delegated authority to pay for the administration of disability claims but did not request a specific amount to Sedgwick for STD and LTD pass-through expenses. Amendment Three will add \$1,628,034 to the Contract to allow for payment of these expenses. In motions passed on January 23, 2024 and December 17, 2024, the Board directed DHR to: 1) amend an existing contract to implement a Paid Family Leave pilot program; and 2) expedite contracting processes to add services to respond rapidly to the Los Padrinos Juvenile Hall (LPJH) crisis and expeditiously process all pending return-to-work matters for LPJH employees. DHR executed Amendments One and Two on June 11, 2024 and April 1, 2025 to add these services to Sedgwick's Contract. Amendment Three adds \$4,625,422 to the Contract to support the services prescribed by the motions.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how: N/A	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: *Maggie Martinez, Assistant Director, DHR Employee Benefits Division *(213) 351-2921 *mmartinez@hr.lacounty.gov	



LISA M. GARRETT
DIRECTOR OF PERSONNEL

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, 12TH FLOOR • LOS ANGELES, CALIFORNIA 90020
(213) 866-5846 • FAX (213) 637-0821

November 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 A CONTRACT AMENDMENT AND DELEGATED AUTHORITY TO
ENTER INTO FUTURE AMENDMENTS FOR SHORT-TERM DISABILITY, LONG-
TERM DISABILITY, AND SURVIVOR BENEFIT CLAIMS THIRD-PARTY
ADMINISTRATION SERVICES WITH SEDGWICK CLAIMS MANAGEMENT
SERVICES, INC.
(ALL DISTRICTS - 3 VOTES)**

SUBJECT

The County of Los Angeles (County) Department of Human Resources (DHR) requests the Board of Supervisors' (Board) approval to execute an amendment to the Short-Term Disability (STD), Long-Term Disability (LTD), and Survivor Benefit (SB) Claims Third-Party Administration Services Contract No. HM-2024-TPA Services (Contract) with Sedgwick Claims Management Services, Inc. (Sedgwick) to increase the contract sum and for delegated authority to execute future amendments to increase the contract sum by up to fifteen percent (15%) annually.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize DHR's Director of Personnel (Director), or designee, to execute Amendment Three to the Contract with Sedgwick, effective upon execution, to increase the contract sum by \$1,628,034 to ensure payment to Sedgwick for pass-through expenses, for a total contract sum not to exceed \$19,033,128, for the term of the Contract, including the optional extensions, if exercised, as set forth in Amendment Three (Attachment I).

2. Delegate authority to the Director, or designee, to execute future amendments to the Contract, as necessary, to increase the amount of the total contract sum by up to fifteen percent (15%) annually to address an increase in claims, employee participation, pass-through expenses, additional, or unanticipated Contract services.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On December 5, 2023, the Board approved the Contract with Sedgwick. The Contract's initial term is three (3) years, plus up to three (3) consecutive one-year optional renewals, from January 1, 2024 through December 31, 2029. Under this Contract, Sedgwick provides third-party administration of County employee STD, LTD, and SB claims.

DHR is seeking approval to increase the total contract sum by an additional \$1,628,034 to reimburse Sedgwick for STD and LTD pass-through expenses, which are expenses over \$350 per claim that are initially paid by Sedgwick to third-party vendors for independent medical examinations/functional capacity evaluations, vocational evaluations, special investigation unit services, physician advisory services/peer reviews, and second/third-opinion evaluations and later reimbursed to Sedgwick by the County.

On January 23, 2024, the Board passed a motion authorizing the Director to amend an existing contract or enter into a new contract with a third-party administrator to implement and administer a two-year Paid Family Leave Pilot Program (PFLPP) for non-represented Flex and MegaFlex employees. On June 11, 2024, DHR executed Amendment One to the Contract to add third-party administration services for this PFLPP for Flex and Megaflex employees for Plan Years 2025 and 2026.

On December 17, 2024, the Board passed a second motion declaring a County emergency due to a crisis at Los Padrinos Juvenile Hall (LPJH). This motion directed the Chief Executive Office (CEO) and relevant County departments, including DHR, to immediately convene a task force to expeditiously process all pending return-to-work matters for LPJH employees and expedite contracting processes for Protected Leave/Disability Management and Compliance (PL/DMC) services necessary to respond rapidly to the crisis. On April 1, 2025, DHR executed Amendment Two to the Contract, allowing Sedgwick to provide third-party administration of PL/DMC claims for all County Probation Department employees. The use of Sedgwick's claims management platform to track PL/DMC cases for both LPJH and non-LPJH Probation Department employees will ensure an efficient, unified, and seamless PL/DMC administration process for both groups of Probation employees over the term of the Contract.

Sedgwick is the only County contractor with experience administering paid family leave benefit plans, protected leaves, and disability management and compliance matters. Therefore, adding the PFLPP and PL/DMC services to Sedgwick's Contract was the most expeditious and cost-effective approach to ensure delivery of these Board-mandated services to County employees.

In executing Amendment Three, DHR will exercise delegated authority from the aforementioned Board motions to include \$4,625,422 for the administration of the County's PFLPP for Plan Years 2025 and 2026, as well as all PL/DMC matters for Probation Department employees for the term of the Contract.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions support the County's Strategic Plan, North Star Goal 3: Realize Tomorrow's Government Today, Focus Area G: Internal Controls & Processes, "Strengthen our internal controls and processes while being cognizant of efficiency to continue good stewardship of the public trust and fiscal responsibility," Strategy I: "Maximize Revenue: Implement processes to systematically leverage resources to help fund County initiatives."

FISCAL IMPACT/FINANCING

The total amount of \$6,253,456 will be allocated to the Contract via Amendment Three as further detailed in Attachment II.

The costs for these services are partially offset by monthly premiums paid by eligible plan participants through payroll deductions. The remaining costs are fully offset by Intrafund Transfers and Revenue billings to County departments. Funding for this Contract will be included in the fiscal year's budget for each contract year. No new Net County Cost is being requested for this Contract.

The total contract sum will not exceed \$19,033,128. See Exhibit B3 (Pricing Schedule) of Amendment Three (Attachment I) for detailed Contract costs.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Board authorized the PFLPP to commence coverage for County employees on January 1, 2025 to coincide with the start of the 2025 Flex and MegaFlex benefits plan year, and to sunset on December 31, 2026, unless the pilot is either extended or terminated sooner by the County. However, Amendment Three's Exhibit B3 (Pricing Schedule) includes payment to Sedgwick to administer the PFLPP from June 11, 2024 through February 28, 2027. The initial period from June 11, 2024 to December 31, 2024 accounts for the PFLPP Design and Implementation phase. The period from January 1, 2025 to February 28, 2027 accounts for the PFLPP administration phase. This allows employees to file their 2026 plan year paid family leave claims retroactively through January 31, 2027 and provides Sedgwick until February 28, 2027 to finalize approval and payment for any such retroactive claims. Exhibit B3 (Pricing Schedule) of Amendment Three (Attachment I) includes an estimated \$14,250 to pay Sedgwick for these additional two (2) months of services. PL/DMC services commenced on October 1, 2025 and will continue through the end of the Contract on December 31, 2029, unless sooner terminated by the County.

Upon Board approval, the Director, or designee, will execute the recommended Amendment Three (Attachment I) with Sedgwick to add the recommended funds to cover the cost of the PFLPP and PL/DMC services and STD and LTD pass-through expenses. County Counsel has reviewed and approved Amendment Three as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of Amendment Three will allow Sedgwick to continue to provide the County with third-party administration of the PFLPP and PL/DMC services while continuing to deliver its core STD, LTD and SB Claims Third-Party Administration Services to County employees.

Sincerely,

LISA M. GARRETT
Director of Personnel

LMG:RC:MM
JAB:HK:AS

Attachments (2)

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

S:_AS\Board Letters_Memos\2025\11-18-25 - Sedgwick

**COUNTY OF LOS ANGELES DEPARTMENT OF HUMAN RESOURCES
SHORT-TERM DISABILITY, LONG-TERM DISABILITY, AND
SURVIVOR BENEFIT CLAIMS THIRD-PARTY ADMINISTRATION SERVICES
CONTRACT NO. HM-2024-TPA SERVICES**

AMENDMENT THREE

This Amendment Three ("Amendment Three") to the Contract No. HM-2024-TPA Services ("Contract") for the provision of Short-Term Disability ("STD"), Long-Term Disability ("LTD"), and Survivor Benefit ("SB") Claims Third-Party Administration Services is made and entered into this _____ day of _____, 2025 by and between the County of Los Angeles ("County") and Sedgwick Claims Management Services, Inc. ("Contractor").

WHEREAS, on January 1, 2024, the County and the Contractor entered into the Contract for the provision of STD, LTD, and SB Claims Services; and

WHEREAS, on June 11, 2024, the County and the Contractor executed Amendment One to amend the Contract to add third-party administration services for a Paid Family Leave Pilot Program ("PFLPP"); and

WHEREAS, on April 1, 2025, the County and the Contractor executed Amendment Two to amend the Contract to add third-party administration services for Protected Leave/Disability Management and Compliance ("PL/DMC"); and

WHEREAS, the addition of the new PFLPP and PL/DMC services in Amendments One and Two requires an increase to the contract sum to pay for these new services; and

WHEREAS, there is also a need to increase the contract sum to reimburse Sedgwick for STD and LTD pass-through expenses; and

WHEREAS, the County and Contractor wish to amend the Contract to increase the total Contract Sum by \$6,253,456, with \$4,625,422 of this amount allocated for the PFLPP and PL/DMC services and \$1,628,034 allocated for the STD and LTD pass-through expenses, which will increase the total Contract Sum from \$12,779,672 to \$19,033,128; and

NOW, THEREFORE, the County and the Contractor hereby agree to amend the Contract as follows:

1. This Amendment Three shall commence and be effective upon the Director's approval with such date reflected on page one of this Amendment Three.
2. Exhibit B2 (Pricing Schedule) is deleted in its entirety and replaced with a new Exhibit B3 (Pricing Schedule) attached to this Amendment Three.
3. The Contractor represents and warrants that the person executing this Amendment Three on behalf of the Contractor is an authorized agent who has the actual authority

to bind the Contractor to each and every term, condition, and obligation of this Amendment Three and that all requirements of the Contractor have been fulfilled to provide such actual authority.

4. Except for the changes set forth herein, all other terms and conditions of the Contract shall remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Contractor has executed this Amendment Three, or caused it to be duly executed, and the County of Los Angeles has caused this Amendment Three to be executed on its behalf by the Director of Personnel of the Department of Human Resources, or designee, the day, month, and year first written above.

COUNTY OF LOS ANGELES

By: _____
Lisa M. Garrett
Director of Personnel

CONTRACTOR:
SEDGWICK CLAIMS MANAGEMENT
SERVICES, INC.

By: _____
Signature

Printed Name

Title

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Graeme E. Sharpe
Senior Deputy County Counsel

Exhibit B3 - Pricing Schedule¹

Section 1. SHORT-TERM DISABILITY, LONG-TERM DISABILITY AND SURVIVOR BENEFIT CLAIMS ADMINISTRATION SERVICES

		Initial Term				Optional Extended Terms					
		Transition Period	Initial Term Monthly Costs			Optional Extended Terms ² Monthly Costs					
Program Component	Cost Frequency	December 5, 2023 - December 31, 2023	Contract Year 1 (2024)	Contract Year 2 (2025)	Contract Year 3 (2026)	Initial Term Total	Contract Year 4 (2027)	Contract Year 5 (2028)	Contract Year 6 (2029)	Extension Terms Total	Contract Cost
STD	Monthly	\$ 0	\$ 20,724	\$ 21,138	\$ 21,561	\$ 761,085	\$ 21,993	\$ 21,993	\$ 21,993	\$ 791,748	\$ 1,552,833
LTD	Monthly	\$ 0	\$ 140,544	\$ 143,355	\$ 146,222	\$ 5,161,450	\$ 149,147	\$ 149,147	\$ 149,147	\$ 5,369,292	\$ 10,530,742
SB	Monthly	\$ 0	\$ 9,290	\$ 9,476	\$ 9,665	\$ 341,173	\$ 9,859	\$ 9,859	\$ 9,859	\$ 354,924	\$ 696,097
	Total Monthly Cost for STD, LTD & SB Programs (without pass-through expenses):	\$ 0	\$ 170,558	\$ 173,969	\$ 177,449		\$ 180,999	\$ 180,999	\$ 180,999		
	Total Annual Cost for STD, LTD & SB Programs (without pass-through expenses):	\$ 0	\$ 2,046,696	\$ 2,087,630	\$ 2,129,382	\$ 6,263,708	\$ 2,171,988	\$ 2,171,988	\$ 2,171,988	\$ 6,515,964	\$ 12,779,672
Program Component	Cost Frequency										
STD & LTD Pass-through Expenses ¹¹	Annual	\$ 0	\$ 271,339	\$ 271,339	\$ 271,339	\$ 814,017	\$ 271,339	\$ 271,339	\$ 271,339	\$ 814,017	\$ 1,628,034
	Total Annual Cost for STD, LTD & SB Programs (with pass-through expenses):	\$ 0	\$ 2,318,035	\$ 2,358,969	\$ 2,400,721	\$ 7,077,725	\$ 2,443,327	\$ 2,443,327	\$ 2,443,327	\$ 7,329,981	Total Contract Cost for STD, LTD & SB Programs and Pass-through Expenses) \$ 14,407,706

Section 2. PAID FAMILY LEAVE PILOT PROGRAM (PFLPP)³

			Initial Term - as of June 11, 2024				Optional Extended Terms				
			Phase 1.0: PFLPP Design & Implementation Costs	Initial Term Costs for Phase 2.0: PFLPP Administration			Optional Extended Terms ² Costs				
<u>Program Component</u>	<u>Cost Frequency</u>		Contract Year 1 (June 11, 2024 through December 31, 2024 Only)	Contract Year 2 January 1, 2025 through December 31, 2025	Contract Year 3 January 1, 2026 through December 2026	<u>Initial Term Total</u>	Contract Year 4 (January 1, 2027 through February 28, 2027 Only)	Contract Year 5 (2028)	Contract Year 6 (2029)	<u>Extension Terms Total</u>	<u>Contract Cost</u>
Phase 1.0: PFLPP Design & Implementation ⁴	One-Time Fixed Fee		\$ 5,000	\$ 0	\$ 0	\$ 5,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 5,000
Phase 2.0: PFLPP Administration ^{5 & 11}	Annually		\$ 0	\$ 85,500	\$ 85,500	\$ 171,000	\$ 14,250	\$ 0	\$ 0	\$ 14,250	\$ 185,250
Total Annual Cost for PFLPP:			\$ 5,000	\$ 85,500	\$ 85,500	\$ 176,000	\$ 14,250	\$ 0	\$ 0	\$ 14,250	Total Contract Cost for PFLPP
											\$ 190,250

Section 3. PROTECTED LEAVE AND DISABILITY MANAGEMENT & COMPLIANCE (PL/DMC) SERVICES⁶

			Initial Term - as of April 1, 2025			Optional Extended Terms					
			Phase 1.0: PL/DMC Design & Implementation ⁷	Initial Term Costs for Phase 2.0: PL/DMC Administration ⁸		Optional Extended Terms ² Costs for Phase 2.0: PL/DMC Administration ⁸					
<u>Program Component</u>	<u>Cost Frequency</u>		April 1, 2025 through September 30, 2025	Remainder of Contract Year 2 (October 1, 2025 through December 31, 2025) ¹⁰	Contract Year 3 (January 1, 2026 through December 31, 2026)	<u>Initial Term Total</u>	Contract Year 4 (2027)	Contract Year 5 (2028)	Contract Year 6 (2029)	<u>Extension Terms Total</u>	<u>Contract Cost</u>
PL/DMC (New Claims Administration) ¹¹	Monthly		\$ 0	\$ 54,438	\$ 87,771		\$ 87,771	\$ 87,771	\$ 87,771		
			\$ 0	\$ 163,314	\$ 1,053,252	\$ 1,216,566	\$ 1,053,252	\$ 1,053,252	\$ 1,053,252	\$ 3,159,756	\$ 4,376,322
<u>Program Component</u>	<u>Cost Frequency</u>										
PL/DMC (Take-over Claims Administration) ⁹	One-Time Fixed Fee		\$ 0	\$ 58,850	\$ -	\$ 58,850	\$ -	\$ -	\$ -	\$ -	\$ 58,850
									</		

Total Fees Payable for STD, LTD & SB Claims										
Third-Party Administration Services:		\$ 0	\$ 2,323,035	\$ 2,666,633	\$ 3,539,473	\$ 8,529,141	\$ 3,510,829	\$ 3,496,579	\$ 3,496,579	\$ 10,503,987
										\$ 19,033,128

INITIAL TERM TOTAL FOR ALL SERVICES:		\$ 8,529,141	EXTENDED TERM TOTAL FOR ALL SERVICES:		\$ 10,503,987	TOTAL CONTRACT SUM:		\$ 19,033,128
--------------------------------------	--	--------------	---------------------------------------	--	---------------	---------------------	--	---------------

General Footnotes

¹The Contractor shall perform all services described in the Contract at the pricing set forth in this Exhibit B3 (Pricing Schedule). The Contractor's pricing shall include all costs incurred by the Contractor in handling submitted claims except for services performed by third-party vendors, referred to as "pass-through expenses," as set forth in the Contract, Sub-paragraph 5.2.2.1, that are over \$350 per claim. The Contractor will pay all third-party vendor expenses that are \$350 or less per claim.

PFLPP Footnotes

³As detailed in the Contract, Part IV - Paid Family Leave Pilot Program (PFLPP) of Exhibit A (Statement of Work), the Contractor must design and implement a Paid Family Leave Pilot Program (PFLPP).

⁴There is a one-time \$5,000 fee for PFLPP Design & Implementation (Phase 1.0) that is payable to the Contractor upon completion of Phase 1.0.

⁵The cost of PFLPP Administration is a \$125 flat rate per claim, billed monthly as services are incurred. The estimated annual cost of PFLPP Administration (Phase 2.0) for benefit plan years 2025 and 2026 is calculated as follows: \$125 per claim X 57 (i.e., the estimated number of monthly PFL claims) X 12 months = \$85,500. Additionally, employees will be able to file PFL claims for the 2026 plan year retroactively through January 31, 2027. To allow the Contractor to administer these retroactive claims, the County will pay the Contractor an estimated \$14,250 in January and February 2027 combined.

PL/DMC Footnotes

⁶As detailed in the Contract, Part V - Protected Leave and Disability Management & Compliance (PL/DMC) Services of Exhibit A (Statement of Work), the Contractor must design and implement Protected Leave and Disability Management & Compliance (PL/DMC) Services. The Contractor's pricing includes all costs incurred by the Contractor in providing the PL/DMC Services.

⁷The cost of PL/DMC Design and Implementation (Phase 1.0) is included in the flat monthly fees for PL/DMC New Claims Services provided in Phase 2.0 (Administration).

⁸PL/DMC Administration (Phase 2.0) includes administration of take-over PL/DMC claims from the County and new PL/DMC claims.

⁹The cost of PL/DMC Take-over Claim Administration in Phase 2.0 is a \$25 flat rate per claim. The total estimated cost of PL/DMC Take-over Claims Administration in Phase 2.0 is an estimated, one-time fee of \$58,850. This estimated fee is calculated as follows: \$25 flat rate per claim X an estimated 2,354 take-over claims.

¹⁰The fixed cost of \$163,314 for PL/DMC New Claims Administration in the first three months of 2025 includes a \$100,000 contractor credit.

Estimates Footnote

¹¹These are estimated costs that will vary based on the volume of third-party expenses incurred or employee participation, as applicable.

Original Total Contract Sum	\$12,779,672
Amendment Three Recommended Allocations	
PFLPP Design & Implementation (Jun. 11, 2024 – Dec. 31, 2024)	\$5,000 (one-time, fixed cost ¹)
PFLPP Administration Services (Jan. 1, 2025 – Feb. 28, 2027)	\$185,250 (estimated cost ²)
PFLPP Subtotal	\$190,250
PL/DMC take-over claims (in the first month of services, estimated October 2025)	\$58,850 (one-time estimated cost ³)
PL/DMC new claims (Oct. 1, 2025 – Dec. 31, 2029)	\$4,376,322 (fixed cost ¹)
PL/DMC Subtotal	\$4,435,172
STD & LTD pass-through expenses (Jan. 1, 2024 – Dec. 31, 2029)	\$1,628,034 (estimated cost ⁴)
STD, LTD, & SB Subtotal	\$1,628,034
Total Increase to Contract	\$6,253,456
New Total Contract Sum	\$19,033,128

¹This is a fixed total cost for the term of the contract.

²The estimated cost of PFLPP administration services is based on \$125 per claim per month and an average of about 57 claims per month.

³The estimated, one-time cost of PL/DMC take-over claims is based on \$25 per claim and an estimated 2,354 take-over claims.

⁴The estimated cost of STD & LTD pass-through expenses is based on the annual cost for these expenses under the previous STD, LTD & SB contract in 2023.

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	10/29/2025		
BOARD MEETING DATE	11/18/2025		
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1st <input type="checkbox"/> 2nd <input type="checkbox"/> 3rd <input type="checkbox"/> 4th <input type="checkbox"/> 5th		
DEPARTMENT(S)	Board of Supervisors, Executive Office		
SUBJECT	Authorize the Executive Officer of the Board of Supervisors (Executive Officer) execute Consulting and Professional Services Master Agreements (CAPSMA) and Work Orders with qualified vendors to provide as-needed consulting and professional services for the Executive Office (EO) using the Board-approved Request for Qualifications (RFQ) and Request for Services (RFS) solicitation process adopted on September 2, 2025.		
PROGRAM	Consulting and Professional Services Master Agreements (CAPSMA)		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.		
DEADLINES/ TIME CONSTRAINTS	The CAPSMA process for awarding Work Orders will expedite acquiring essential services to effectively support the County and its residents.		
COST & FUNDING	Total cost: \$1,500,000.00		Funding source: Funding is available in the EO's Adopted Budget
	TERMS (if applicable): The term is five (5) years from the date of your approval, with an option to extend the term for up to two additional one-year periods		
	Explanation: Expenditures under the CAPSMA Work Orders will vary from year-to-year based on the needs of EO and subject to having adequate funding in the EO's operating budget prior to requesting services under the CAPSMA.		
PURPOSE OF REQUEST	This streamlined contracting process will expand access for a greater number of contractors by simplifying the application procedures, thereby reducing barriers that may have previously discouraged participation.		
BACKGROUND (include internal/external issues that may exist including any related motions)	<ul style="list-style-type: none"> On September 2, 2025, the Board authorized the EO to adopt a streamlined solicitation process for consulting and professional services by utilizing the RFQ and RFS, that ultimately will result in a CAPSMA for qualified contractors. This process will result in a more expedient and efficient contracting mechanism for both the County and potential vendors. The EO is in the process of developing CAPSMA solicitations for the following services: CAPSMA for Policy and Research Services CAPSMA for Public Sector Strategy Consulting Services CAPSMA for Public Accounting Services 		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Zuleyda Santana, Administrative Deputy, (213) 633-5722, zsantana@bos.lacounty.gov		

EXECUTIVE OFFICE



**BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES**

EDWARD YEN
EXECUTIVE OFFICER

**COUNTY OF LOS ANGELES
EXECUTIVE OFFICE
BOARD OF SUPERVISORS**

KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 383
LOS ANGELES, CALIFORNIA 90012
(213) 974-1411 • www.bos.lacounty.gov

MEMBERS OF THE BOARD

HILDA L. SOLIS

HOLLY J. MITCHELL

LINDSEY P. HORVATH

JANICE HAHN

KATHRYN BARGER

November 18, 2025

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

Dear Supervisors:

**REQUEST FOR APPROVAL AND AWARD OF CONSULTING AND PROFESSIONAL
SERVICES MASTER AGREEMENTS AND WORK ORDERS
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

Request approval to execute Consulting and Professional Services Master Agreements (CAPSMA) and Work Orders with qualified vendors to provide as-needed consulting and professional services for the Los Angeles County Board of Supervisors (Board) Executive Office (EO) using the Board-approved Request for Qualifications (RFQ) and Request for Services (RFS) solicitation process adopted on September 2, 2025.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Executive Officer of the Board of Supervisors, or designee, to execute a CAPSMA, substantially similar to Exhibit I, with qualified vendor(s) for the services outlined in Attachment A, effective upon execution, for a term expiring no later than five (5) years from date of your approval, with an option to extend the term for up to two (2) additional one-year periods, for the provision of as needed consulting and professional services for the EO, subject to approval as to form by County Counsel.
2. Delegate authority to the Executive Officer, or designee, to execute additional CAPSMAs with qualified vendors who have been identified through the RFQ/RFS solicitation process, effective upon execution, through the initial term of the CAPSMA, and any subsequent term extension periods, subject to approval as to form by County Counsel.

3. Delegate authority to Executive Officer, or designee, to execute amendments to the CAPSMA to: (i) exercise the two (2) one-year optional extensions; (ii) add, delete, and/or change certain terms and conditions as required under federal or State law or regulation, County policy, the Board, and/or Chief Executive Office (CEO); (iii) extend the CAPSMA term beyond the expiration date when a Work Order project goes beyond the CAPSMA expiration date; and (iv) effectuate name changes or assignment and delegations should the original contracting entity merge, be acquired, or otherwise have a change in entity, with all amendments subject to prior review and approval by County Counsel.
4. Delegate authority to the Executive Officer, or designee, to execute the Work Orders for the services listed in Attachment A.
5. Delegate authority to the Executive Officer or designee, to: (i) execute Work Orders and amendments to Work Orders; (ii) incorporate necessary changes within the Statement of Work/Scope of Potential Work, budget and the Work Order Sum that will support the administration and/or completion of projects, subject to availability of budgeted funds, and subject to prior review and approval by County Counsel; and (iii) extend the term of Work Orders in the event additional time is required to complete a project.
6. Delegate authority to the Executive Officer or designee, to suspend and/or terminate CAPSMAs and/or Work Orders in accordance with the termination provisions in the CAPSMA, subject to prior review and approval by County Counsel.
7. Delegate authority to the Executive Officer, or designee, to amend the CAPSMA to add, delete or otherwise change provisions in the CAPSMA based on the nature of the services being solicited, where such actions are in the best interest of the County, subject to review and approval by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Given the diverse responsibilities entrusted to the EO, there was a critical need to implement a more efficient and expedited process for acquiring essential services to effectively support the County and its residents. On September 2, 2025, the Board authorized the EO to adopt a streamlined solicitation process for consulting and professional services by utilizing the Request for Qualifications (RFQ) and Request for Services (RFS) that ultimately will result in a CAPSMA for qualified contractors. This streamlined contracting process will expand access for a greater number of contractors by simplifying the application procedures, thereby reducing barriers that may have previously discouraged participation. As a result, the County will benefit from a more diverse and competitive pool of qualified candidates for service engagements. Currently, the EO is in the process of developing CAPSMA solicitations for the services listed in Attachment A.

Recommendations

Approval of the first recommendation will allow the Executive Officer, or designee, to execute CAPSMA for services outlined in Attachment A, for a term expiring no later than five years from the date of your approval, with an option to extend the term for up to two additional one-year periods for the provision of as-needed consulting and professional services for the EO.

Approval of the second recommendation will allow the Executive Officer, or designee, to execute additional CAPSMA's with qualified vendors selected through a solicitation process, effective upon execution, through the remaining initial term of the CAPSMA and any subsequent extension periods, subject to approval as to form by County Counsel.

Approval of recommendations three through seven will allow the Executive Officer, or designee, to execute Work Orders and make expedited changes to the CAPSMA and/or Work Orders, as necessary.

For the EO to meet their strategic priorities, including high priority projects related to the Board's strategic goals and initiatives, they will need timely access to appropriate experts and consultants for the diverse projects anticipated in the upcoming years. The CAPSMA will provide the EO control over the content of their agreements and Work Orders, provide maximum flexibility and nimbleness in soliciting for professional and consulting services, in order to build a pool of pre-qualified contractors for future projects, while utilizing a competitive selection process as the need arises.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

These recommendations align with the Countywide Strategic Plan, **North Star 3: Realize Tomorrow's Government Today**, by promoting innovation, transparency, fiscal responsibility, and responsiveness to evolving community needs.

FISCAL IMPACT/FINANCING

The services listed in Attachment A are estimated to cost \$1.5 million. Funding is included in the EO's Fiscal Year 2025-26 Final Adopted budget and will be requested in the annual budget process, as necessary.

Expenditures under the CAPSMA Work Orders will vary from year to year based on the needs of the EO and subject to having adequate funding in the EO's operating budget prior to requesting services under the CAPSMA.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The services provided under the CAPSMA are highly technical and specialized and cannot be provided by County staff. Further, these services are only needed on an intermittent basis or as needed. Therefore, the CAPSMA is exempt from Proposition A (Los Angeles County Code Chapter 2.121) and not subject to the Living Wage Program (Los Angeles County Code Chapter 2.201). Amendments that materially change the scope, term, provisions, or provide an increase in funding will be reviewed and approved by County Counsel prior to execution. The CAPSMA includes all Board of Supervisors' required provisions. The CAPSMA may be terminated for convenience by the County upon 10 days' written notice. Qualified Contractors will not be asked to perform services which exceed the amounts, scope of work, and dates specified in each individual Work Order, as amended if applicable.

CONTRACTING PROCESS

The CAPSMA process for awarding Work Orders provides flexibility and expediency while also building a pool of pre-qualified vendors. It gives smaller vendors and non-profits accessibility by offering a two-tier system providing options for these vendors to meet the County's fiscal requirements. This approach balances accessibility with risk management. The qualified vendors who are not selected for a Work Order and qualify for a CAPSMA will still be awarded a CAPSMA and may be eligible for future competitive solicitations.

IMPACT ON CURRENT SERVICES OR PROJECTS

Approval of the recommendations will enable the EO to meet its strategic priorities and increase efficiency in contracting for various as-needed consulting and professional services.

Respectfully submitted,

Edward Yen
Executive Officer
Board of Supervisors
Attachments (2)

CAPSMA SERVICES

I. CAPSMA for Policy and Research Services

The Chief Sustainability Office occasionally requires Policy and Research Services to support the achievement of OurCounty goals. These services involve data analysis and research to guide sustainability policies across various areas such as air quality, climate, energy, equity, housing, transportation, and more. Key service components shall include research and analysis of data, policies, and programs.

II. CAPSMA for Public Sector Strategy Consulting Services

The Executive Office is seeking various consultants to provide their expertise in modernizing and reforming the County's governance structure. The scope consists of a comprehensive set of services to support Governance Reform Task Force (Task Force). It includes strategic leadership, governance expertise, meeting facilitation, policy analysis, stakeholder engagement, and high-level communication. Contractors are expected to manage complex projects independently while providing expert guidance, fostering consensus, and ensuring effective decision-making and documentation. While providing these services, Contractor shall integrate diversity, equity, and inclusion principles into process design, stakeholder engagement, and policy recommendations; and leverage familiarity with County or local government operations, public commissions, and Task Force procedures to enhance effectiveness.

III. CAPSMA for Public Accounting Services

Established in 1938, the Antelope Valley Fairgrounds have been a key cultural and emergency resource for the region. In response to funding challenges and the need for local governance, the City of Lancaster and the 50th District Agricultural Association formed the Antelope Valley Fairgrounds Authority (a Joint Powers Authority) in 2011. This allowed for more efficient local management and led to the creation of the Multi-Agency Regional Resilience Center (MARRC), a multipurpose facility for emergency response and community events. The Authority received a \$20.5 million grant in 2023 to support MARRC and has invited the City of Palmdale and Los Angeles County to join as members. In December 2024, the County Board of Supervisors approved a motion to conduct due diligence on the Authority and its partners before deciding on joining and amending the existing JPA.

Contractor shall provide Public Accounting Services to complete a Due Diligence Review. Services are to be completed within twelve (12) months of the Work Order's execution. The primary objective of this Due Diligence Review is to conduct a review and evaluation of all Authority and Association materials that document the organization's fiscal operations, policies, procedures, and

CAPSMA SERVICES

programs, to determine if it's in the best interest of the County to join the JPA and if the JPA is financially sound and the goals of the JPA are in alignment with the County's goals.

EXHIBIT 1 - CAPSMA DOCUMENTS



LOS ANGELES COUNTY EXECUTIVE OFFICE OF THE BOARD OF SUPERVISORS

REQUEST FOR QUALIFICATIONS FOR A CONSULTING AND PROFESSIONAL SERVICES MASTER AGREEMENT (CAPSMA)

October 2025

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
1.0 GENERAL INFORMATION	1
1.1 Purpose.....	1
1.2 Background	1
1.3 Overview of Solicitation Process.....	1
1.4 CAPSMA	2
1.5 Special Provisions	3
1.6 Minimum Qualifications	4
1.7 County Option to Reject Responses	4
1.8 Contact With County Personnel.....	4
2.0 INSTRUCTIONS TO VENDORS	4
2.1 County Responsibilities.....	4
2.2 Truth and Accuracy of Representations	4
2.3 Mandatory Requirement to Register on County's WebVen	5
2.4 General Format and Submission Requirements	5
3.0 RESPONSE REVIEW/ACCEPTANCE PROCESS.....	7
3.1 Response Acceptance Process	7
3.2 CAPSMA Qualification Process	8
4.0 GENERAL CONDITIONS	8
4.1 County's Rights and Responsibilities	8
4.2 Conflict of Interest	8
4.3 Prohibition from Participation in Future Solicitations	8
4.4 Gratuities	9
4.5 Notice to Vendors Regarding the Public Records Act.....	9
4.6 Determination of Vendor Responsibilities	10
4.7 Disqualification Review for a CAPSMA	11

TABLE OF CONTENTS

APPENDICES

APPENDIX A: MASTER AGREEMENT

APPENDIX B: REQUIRED FORMS

1.0 GENERAL INFORMATION

1.1 Purpose

The County of Los Angeles (County) Executive Office (EO) of the Board of Supervisors is seeking qualified agencies, firms, individuals, or principals, collectively known as “Vendors”, to enter into Master Agreements with the County to provide an array of Consulting and Professional Services (CAPS).

1.2 Background

The EO performs a multi-functional support role for the Board of Supervisors (Board) in administering and managing technology, staffing, procurement and facilities resources, as well as the publication of information for the Board, various County departments and the public. The EO also administers and oversees the Office of Inspector General, County Chief Sustainability Office and a variety of County commissions such as the Sheriff’s Civilian Oversight Commission, Office of Child Protection and the County Equity Oversight Panel. To provide support for the Board, commissions, and oversight bodies, EO frequently contracts for a wide range of consulting and technical services. Implementation of CAPSMA will enable the EO to expediently obtain as-needed consulting and technical services.

1.3 Overview of Solicitation Process

The process for the award of Work Orders for CAPS is designed to provide EO with maximum flexibility and nimbleness in soliciting for CAPS and building a pool of qualified Vendors for future projects. In furtherance of these goals, EO may undertake different paths for soliciting CAPS. Any path used will comply with the California Government Code and County rules, policies, and directives relating to contracting.

1.3.1 Request for Qualifications with an Accompanying Request for Services

The primary path for qualifying Vendors will be the issuance of a Request for Qualifications (RFQ) with an accompanying Request for Services (RFS) (collectively, Solicitation). Interested Vendors may submit Responses to the RFQ and RFS. This will enable EO to select one or more qualified Vendors for CAPS. A Solicitation will be designed to result in two possible outcomes, on a case-by-case basis.

1.3.1.1 Where the CAPS are known and defined, a Solicitation will contain the specific service descriptions and qualifications that will be required if a Work Order for such CAPS is awarded. Such Solicitations may result in award of a Master

Agreement and Work Order with the selected Vendor(s).

1.3.1.2 Where the CAPS are broader and more generic in nature, a Solicitation will be used to award Master Agreements and Work Orders to establish a pool of qualified Vendors for future work.

1.3.2 RFS

The RFS will include the required Services, minimum requirements, Response submission requirements, Response evaluation methodology, and, if applicable, the selection criteria for a Work Order as described in Section 1.3.1 above.

1.3.3 Master Agreement

A CAPS Master Agreement (will be executed with **all Vendors** determined to be qualified based on their Response to the applicable Solicitation (Qualified Contractors). The execution of a CAPSMA does not guarantee any funding or minimum amount of work or business.

1.3.4 Work Order

A Work Order is a subordinate agreement executed wholly within and subject to the provisions of the CAPSMA and will include a Statement of Work and will describe the Services, location, duration, payment, and the work required for the performance thereof. The only compensation paid to Qualified Contractors under CAPSMA shall be through satisfactory work performed under a duly issued and executed Work Order.

1.4 CAPSMA

1.4.1 Acceptance of Terms and Conditions of the

Vendors understand and agree that submission of a RFQ Response constitutes acknowledgement and acceptance of, and willingness to comply with all terms and conditions outlined in Appendix A – Master Agreement, of this RFQ. The terms contained in the CAPSMA are **non-negotiable**. The CAPSMA may be amended, at County's sole discretion, during its term to accommodate changes in the County contracting policies and procedures.

1.4.2 CAPSMA Term

The term of the CAPSMA shall go into effect upon the date of execution by the Executive Officer, or designee, as authorized by the Board, and

shall expire on [insert date].

The term of the CAPSMA shall be subject to one (1) additional one- year extension periods. The optional period will be exercised at the sole discretion of the Executive Officer, or designee, as authorized by the Board.

1.5 CAPSMA Provisions

While the core provisions of the CAPSMA apply universally, certain work-specific requirements may be amended on a Work Order basis to reflect the unique needs of that engagement. Any such amendments will be clearly detailed in the associated RFS. Vendors should carefully review these amendments and only respond if they are able to meet the specified criteria. It is the Vendor's responsibility to ensure they can comply with both the standard CAPSMA terms and any additional work-specific modifications. These variations are intended to address project-specific needs and are not to be construed as arbitrary changes to limit Vendor eligibility.

1.6 Minimum Qualifications

Vendor must meet the Minimum Requirements as indicated in the applicable RFS.

1.7 County Option to Reject Responses

County may, at its sole discretion, reject any or all Responses submitted in response to any Solicitation at any time, with or without cause. **County shall not be liable for any costs incurred by Vendor in connection with the preparation and submission of any Response.** County reserves the right to waive immaterial deviations in a submitted Response.

1.8 Contact with County Personnel

All contact, including any questions regarding this RFQ, must be in writing and sent to the e-mail address listed below:

CAPSMA Administrator
CAPSMA@bos.lacounty.gov

2.0 INSTRUCTIONS TO VENDORS

This Section contains instructions to Vendors on how to prepare and submit its Response to this RFQ.

2.1 County Responsibility

County is not responsible for representations made by any of its officers or employees prior to the execution of the CAPSMA unless such understanding or representation is included in the CAPSMA.

2.2 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with any Response shall be sufficient cause for rejection of the Response. The review and determination in this area shall be at the sole judgment of the EO and his/her judgment shall be final. A Contractor who is disqualified pursuant to this Section 2.2 may be debarred from working with the County.

2.3 Mandatory Requirement to Register on County's WebVen

All potential Contractors must register in the County's WebVen. The WebVen contains the Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the County's home page at <http://camisvr.co.la.ca.us/webven/>.

2.4 General Format and Submission Requirements

2.4.1 Submission

Vendor shall submit the following Response package to the email address listed in Section 1.8 (Contact with County Personnel):

1. One (1) Response to this RFQ in PDF format; and
2. One (1) Response in accordance with the applicable open RFS. The RFS is available on the (insert website)

2.4.2 Requested Information

The content and sequence of the RFQ Response must be as follows:

A. Required Forms

Vendor shall complete and submit the following Required Forms from Appendix B:

Exhibit 1: Vendor's Organization Questionnaire/Affidavit. The County may, in its discretion, request additional documentation regarding the Vendor's business organization and authority of individuals to sign Agreements. The person signing this form must

be authorized to sign on behalf of the Vendor and to bind the Vendor in a Master Agreement.

Exhibit 2: Certification of Compliance

Exhibit 3: Debarment History and List of Terminated Contracts

Exhibit 4: Community Business Enterprise (CBE) Information

Exhibit 5: Minimum Mandatory Requirements

Exhibit 6: List of References

Exhibit 7: Contribution and Agent Declaration Form

Exhibit 8: Declaration

B. Financial Capability

Provide copies of the Vendor's most current and prior two (2) years (for example 2024, 2023 and 2022) audited financial statements. Statements should include the company's assets, liabilities and net worth. At a minimum, include the Balance Sheet (Statement of Financial Positions), Income Statement (Statement of Operations), and the Retained Earnings Statement. Do not submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential if so stamped on each page.

A limited or restricted tier eligibility is included to make CAPSMA more accessible for organizations unable to submit audited financial statements. Organizations that submit (3) years of audited financials are eligible to apply for a RFS with no dollar limit on the Work Order award. Organizations that are unable to submit audited financial statements can submit a Response that includes required responses to a series of financial questions such as existence of any tax delinquencies (federal, state or local), description of the organization's accounting system and its internal controls. If approved by County, the organization may be issued a CAPSMA and will be eligible to apply for a RFS. Any Work Order award will be limited to a maximum award of \$75,000 or below. If applying under this option, submit Exhibit 9: Supplemental Fiscal Information in the Response.

C. Proof of Insurability

Vendor must provide proof of insurability that meets all insurance requirements set forth in the Appendix A (Master Agreement),

Paragraphs 8.23 and 8.24. If a Vendor does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Vendor be selected to receive a Master Agreement award may be submitted with the Response.

3.0 RESPONSE REVIEW/ACCEPTANCE PROCESS

3.1 Response Acceptance Process

County reserves the sole right to judge the contents of the Responses submitted pursuant to this RFQ. The acceptance process will begin with receipt of the Response to this RFQ. All Responses will be reviewed based on the criteria listed below.

3.1.1 Verification Process

Verification of the Respondent's business status will be conducted by checking with all applicable databases which may include, but not be limited to, databases available with the California Secretary of State – Business Programs, Los Angeles County Debarment List, Federal Debarment List (Office of Inspector General (OIG), Federal Excluded Parties List System (EPLS), and if applicable, a review of the Auditor Controller's Intranet website and the Contractor Alert Reporting Database reflecting past performance history on County contracts. EO will contact Respondent in the event additional information is needed. Verification of the Respondent's business status includes County's determination of Vendor Responsibility based on the criteria in Section 4.6

3.1.2 Adherence to Organization Questionnaire and Affidavit

Vendor's Organization Questionnaire and Affidavit, as set forth in Appendix B – Required Forms, Exhibit 1 will be reviewed.

3.1.3 Vendor's Qualifications

Vendor meets the Minimum Qualifications as indicated in the applicable RFS. Failure of the Vendor to comply with the Minimum Qualifications may eliminate its Response from any further consideration.

3.1.4 Vendor's References

- A.** Vendor's References as provided in Appendix B – Required Forms, Exhibit 3 will be reviewed and include verification of the references submitted. It is the Vendor's sole responsibility to ensure that each reference contact name, phone number, and e-mail

address is accurate. County reserves the right to request additional references.

County may disqualify a Vendor if:

The references fail to support that the Vendor has a continuing pattern of providing capable, productive, and skilled personnel; or

The references fail to substantiate the Vendor's description of the services provided; or

County is unable to reach the point of contact with reasonable effort.

3.1.5 Financial Capability

Vendor's financial records provided in Section 2.4.2-B of the Response, and if applicable the information in Exhibit 9, will be reviewed as 'Acceptable' or 'Unacceptable'. Vendor will need to demonstrate a history of business stability and financial ability to perform the services in the applicable RFS.

3.1.6 Insurance

Vendor's proof of insurance coverage will be reviewed.

3.2 CAPSMA Qualification Process

Vendors who are notified that they appear to have the necessary qualifications and experience (i.e., they are qualified) may still not be recommended for a CAPSMA if other requirements necessary for an award have not been met. Other requirements may include, but are not limited to, acceptance of the terms and conditions of the CAPSMA, and the criteria and considerations identified in Section 4.6, below. Only when all such requirements have been met to EO's satisfaction can a Vendor which is otherwise deemed qualified, be regarded as "selected" for recommendation of a CAPSMA. EO will execute CAPSMAs with each qualified Vendor as authorized by the Board. All Vendors will be notified of the final selections as a result of a RFS.

4.0 GENERAL CONDITIONS

4.1 County Rights and Responsibilities

County has the right to amend or cancel any Solicitation, or any part thereof, by written addendum. The County is responsible only for that, which is expressly stated in each applicable solicitation document and any authorized written

addenda thereto. Addenda shall be made available in (insert website) or provided to each Vendor, as applicable. Should an addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Response not being considered, as determined in the sole discretion of the County.

4.2 Conflict of Interest

No County employee whose position in the County enables him/her to influence the selection of a Contractor for the Solicitation, or any competing solicitation, nor any spouse or economic dependent of such employees, shall be employed in any capacity by a Vendor or have any other direct or indirect financial interest in the selection of a Contractor.

4.3 Prohibition from Participation in Future Solicitation(s)

Vendor shall not participate, in any way, in any future solicitations conducted by the County that includes or is based upon any services rendered by the Contractor pursuant to the CAPSMA and Work Order (if any) resulting from this solicitation. Any response to a solicitation submitted by the Contractor, or by any subsidiary of or subcontractor to the Contractor in violation of this provision shall be rejected by County.

4.4 Gratuities

4.4.1 Attempt to Secure Favorable Treatment

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Vendor with the implication, suggestion or statement that the Vendor's provision of the consideration may secure more favorable treatment for the Vendor in the award of the CAPSMA or that the Vendor's failure to provide such consideration may negatively affect the County's consideration of the Vendor's submission. Vendor shall not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the CAPSMA.

4.4.2 Vendor Notification to County

Vendor 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 Fraud Hotline at (800) 544-6861 or www.lacountyfraud.org. Failure to report such a solicitation may result in the Vendor's submission being eliminated from consideration.

4.4.3 Form of Improper Consideration

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

4.5 Notice to Vendors Regarding the Public Records Act

- 4.5.1 Responses to this Solicitation shall become the exclusive property of the County. At such time as when Department recommends the qualified Vendor(s) to the Board and such recommendation appears on the Board agenda, all Responses submitted in response to this Solicitation, become a matter of public record, with the exception of those parts of each Response which are justifiably defined and identified by the Vendor as business or trade secrets, and if by the Vendor, plainly marked as "Trade Secret", "Confidential," or "Proprietary."
- 4.5.2 County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of the Response as confidential shall not be deemed sufficient notice of exception. The Vendors must specifically label only those provisions of their respective Response which are "Trade Secrets", "Confidential," or "Proprietary" in nature.
- 4.5.3 In the event 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 Response marked "Confidential", "Trade Secrets," or "Proprietary" Vendor agrees to defend and indemnify County from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection with the Public Records Act request.

4.6 Determination of Vendor Responsibility

- 4.6.1 A responsible Vendor is a Vendor 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 Vendors.
- 4.6.2 Vendors are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Vendor is responsible based on a review of the Vendor's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee

compensation and benefits, and evidence of false claims made by the Vendor against public entities. Labor law violations which are the fault of the subcontractors and of which the Vendor had no knowledge shall not be the basis of a determination that the Vendor is not responsible.

- 4.6.3 The County may declare a Vendor to be non-responsible for purposes of the CAPSMA if the Board, in its discretion, finds that the Vendor 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 Vendor'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 omission 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.
- 4.6.4 If there is evidence that Vendor may not be responsible, EO shall notify Vendor in writing of the evidence relating to the Vendor's responsibility, and its intention to recommend to the Board that Vendor be found not responsible. EO shall provide Vendor and/or Vendor's representative with an opportunity to present evidence as to why the Vendor should be found to be responsible and to rebut evidence which is the basis for EO's recommendation.
- 4.6.5 If Vendor presents evidence in rebuttal to EO, EO shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to Board. The final decision concerning the responsibility of a Vendor shall reside with the Board.
- 4.6.6 These terms shall also apply to proposed subcontractors of Vendors on County contracts.

4.7 Disqualification Review for a CAPSMA

A Response may be disqualified from consideration because County determined it was non-responsive at any time during the review process. If County determines that a Response is disqualified due to non-responsiveness, County shall notify Vendor in writing.

Upon receipt of the written determination of non-responsiveness, the Vendor may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

A request for a Disqualification Review may, in County's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Response not being considered, as determined in the sole discretion of the County. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
2. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Response not being considered, as determined in the sole discretion of the County. The request for a Disqualification Review asserts that the County's determination of disqualification due to non- responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

Request for a Disqualification Review not satisfying all these criteria may, in the County's sole discretion, be denied.

The Disqualification Review shall be completed, and the determination shall be provided to the requesting Vendor, in writing, prior to the conclusion of the review process.

APPENDIX A



MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

_____ DEPARTMENT

AND

(CONTRACTOR)

FOR

CONSULTING AND PROFESSIONAL SERVICES

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
RECITALS	1
1.0 APPLICABLE DOCUMENTS.....	1
2.0 DEFINITIONS.....	2
2.1 Standard Definitions	2
3.0 WORK.....	4
4.0 TERM OF MASTER AGREEMENT	5
5.0 CONTRACT SUM	5
5.1 Total Contract Sum	5
5.2 Written Approval for Reimbursement.....	5
5.3 No Payment for Services Provided Following Expiration/Termination of Master Agreement	6
5.4 Invoices and Payments.....	6
5.5 Default Method of Payment: Direct Deposit or Electronic Funds Transfer	7
6.0 ADMINISTRATION OF MASTER AGREEMENT – COUNTY.....	8
6.1 County’s Administration	8
6.2 County’s Master Agreement Program Director (MAPD).....	8
6.3 County’s Project Director	8
6.4 County’s Work Order Director	8
6.5 County’s Project Manager.....	9
6.6 County’s Contract Analyst.....	9
7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR.....	9
7.1 Contractor’s Project Manager	9
7.2 Contractor’s Authorized Official(s)	9
7.3 Approval of Contractor’s Staff	10
7.4 Contractor’s Staff Identification	10
7.5 Background and Security Investigations	10
7.6 Confidentiality	11
8.0 STANDARD TERMS AND CONDITIONS.....	12
8.1 Amendments.....	12
8.2 Assignment and Delegation/Mergers or Acquisitions.....	12
8.3 Authorization Warranty	13

**MASTER AGREEMENT PROVISIONS
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
8.4	Complaints.....	13
8.5	Compliance with Applicable Laws.....	14
8.6	Compliance with Civil Rights Laws	15
8.7	Compliance with County’s Jury Service Program	15
8.8	Conflict of Interest.....	16
8.9	Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-employment List.....	17
8.10	Consideration of Hiring GAIN/START Participants	17
8.11	Contractor Responsibility and Debarment	18
8.12	Contractor’s Acknowledgement of County’s Commitment to Safely Surrendered Baby Law	20
8.13	Contractor’s Warranty of Adherence to County’s Child Support Compliance Program	20
8.14	County’s Quality Assurance Plan.....	21
8.15	Damage to County Facilities, Buildings or Grounds.....	21
8.16	Employment Eligibility Verification	21
8.17	Counterparts and Electronic Signatures and Representations	22
8.18	Fair Labor Standards	22
8.19	Force Majeure.....	22
8.20	Governing Law, Jurisdiction, and Venue.....	23
8.21	Independent Contractor Status	23
8.22	Indemnification.....	24
8.23	General Provisions for all Insurance Coverage.....	24
8.24	Insurance Coverage	28
8.25	Liquidated Damages	29
8.26	Most Favored Public Entity	30
8.27	Nondiscrimination and Affirmative Action.....	30
8.28	Non Exclusivity	31
8.29	Notice of Delays.....	32
8.30	Notice of Disputes.....	32
8.31	Notice to Employees Regarding the Federal Earned Income Credit.....	32
8.32	Notice to Employees Regarding the Safely Surrendered Baby Law	32

**MASTER AGREEMENT PROVISIONS
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
8.33	Notices	32
8.34	Prohibition Against Inducement or Persuasion	32
8.35	Public Records Act	33
8.36	Publicity	33
8.37	Record Retention and Inspection-Audit Settlement	34
8.38	Recycled Bond Paper	35
8.39	Subcontracting	35
8.40	Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program	36
8.41	Termination for Convenience	36
8.42	Termination for Default	37
8.43	Termination for Improper Consideration	38
8.44	Termination for Insolvency	38
8.45	Termination for Non-Adherence of County Lobbyist Ordinance	39
8.46	Termination for Non-Appropriation of Funds	39
8.47	Validity	39
8.48	Waiver	40
8.49	Warranty Against Contingent Fees	40
8.50	Warranty of Compliance with County's Defaulted Property Tax Reduction Program	40
8.51	Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program	40
8.52	Time off For Voting	41
8.53	Compliance with County's Zero Tolerance Policy on Human Trafficking	41
8.54	Intentionally Omitted	41
8.55	Compliance with Fair Chance Employment Hiring Practices	41
8.56	Compliance with County Policy of Equity	41
8.57	Prohibition from Participation in Future Solicitation(s)	42
8.58	Injury and Illness Prevention Program	42
8.59	Campaign Contribution Prohibition Following Final Decision in Master Agreement Proceeding	42
9.0	UNIQUE TERMS AND CONDITIONS	42
9.1	Contractor's Charitable Activities Compliance	42

**MASTER AGREEMENT PROVISIONS
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
	The following Sub-paragraphs 9.2 through 9.4 shall only apply to Contractors that qualify for the applicable County Preference Program.....	43
9.2	Local Small Business Enterprise (LSBE) Preference Program.....	43
9.3	Social Enterprise (SE) Preference Program	44
9.4	Disabled Veteran Business Enterprise (DVBE) Preference Program	45
10.0	SURVIVAL	46

STANDARD EXHIBITS

- A County's Administration
- B Contractor's Administration
- C Safely Surrendered Baby Law
- D Sample Work Order Formats

Forms Required for Each Work Order Before Work Begins

- E1 Certification of Employee Status
- E2 Certification of No Conflict of Interest
- E3 Contractor Acknowledgement and Confidentiality Agreement
- E4 Contractor Employee Acknowledgement and Confidentiality Agreement
- E5 Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- F Subsequent Executed Work Orders
- G Charitable Contributions Certification

**MASTER AGREEMENT BETWEEN
COUNTY OF LOS ANGELES,
AND**

**FOR
CONSULTING AND PROFESSIONAL SERVICES**

This Master Agreement and Exhibits made and entered into on **Enter Date** (“**Execution Date**”) by and between the County of Los Angeles, hereinafter referred to as “County” and **Contractor Name**, hereinafter referred to as “Contractor”. **Contractor Name** is located at **Contractor Address**.

RECITALS

WHEREAS, County may contract with private businesses for Consulting and Professional Services when certain requirements are met; and

WHEREAS, Contractor is a private (public, non-profit) firm specializing in providing Consulting and/or Professional Services; and

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the Board of Supervisors has authorized the Executive Officer of the Board of Supervisors, or designee to execute and administer this Master Agreement; and

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 G are attached to and form a part of this Master Agreement. 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 Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

Standard Exhibits:

- Exhibit A County's Administration
- Exhibit B Contractor's Administration
- Exhibit C Safely Surrendered Baby Law
- Exhibit D Sample Work Order Formats
- Exhibit E Forms Required For Each Work Order Before Work Begins
- Exhibit F Subsequent Executed Work Orders
- Exhibit G Charitable Contributions Certification

This Master Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Master Agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement 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 will be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1.1 Active Contractor:** Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time of a given Work Order award. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this Master Agreement.
- 2.1.2 Contractor's Project Manager:** The individual designated by Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.1.3 County's Contract Analyst:** The person designated by County to manage and facilitate the administrative functions of the Contract.
- 2.1.4 County's Master Agreement Program Director (MAPD):** **Person** designated by Executive Officer with authority to negotiate and recommend all changes on behalf of County.

- 2.1.5 County's Project Director:** Person designated by Executive Officer with authority to approve all Work Order solicitations and executions.
- 2.1.6 County's Project Manager:** Person designated as chief contact person with respect to the day-to-day administration of the Master Agreement.
- 2.1.7 County's Work Order Director:** Responsible for coordinating and monitoring the Work Order.
- 2.1.8 Day(s):** Calendar Day(s) unless otherwise specified.
- 2.1.9 Executive Officer:** Executive Officer of the Board of Supervisors.
- 2.1.10 Department:** The County of Los Angeles Executive Office, Board of Supervisors which is entering into this Master Agreement on behalf of the County of Los Angeles.
- 2.1.11 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.12 Master Agreement:** County's standard agreement executed between County and individual Qualified Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.
- 2.1.13 Qualified Contractor:** A Contractor who has submitted a Response to County's Request For Qualifications (RFS) and Request for Services (RFS); has met the minimum mandatory requirements qualifications listed in the RFQ and RFS and has an executed Master Agreement with the Department.
- 2.1.14 Request for Qualifications (RFQ):** A solicitation with an accompanying RFS, that may result in qualifying Contractors for a Master Agreement.
- 2.1.15 Request for Services (RFS):** A Work Order solicitation to allow the County to select one or more Qualified Contractors for a specific project or to have Qualified Contractors for future as-needed ordering of Services. The RFS will include the project details, minimum requirements, response submission requirements, review methodology, additional terms and conditions, and, if applicable, the selection criteria for a Work Order.
- 2.1.16 Response:** A response to an RFQ or RFS.

- 2.1.17 Statement of Work:** A written description of tasks and/or deliverables desired by County for a specific Work Order.
- 2.1.18 Work Order:** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in a specification or a Statement of Work. Each Work Order will result from a response to a RFS, solicited by and tendered to County, by Qualified Contractors, unless it is appropriate to issue a Work Order directly to an active Contractor.

3.0 WORK

- 3.1 Pursuant to the provisions of this Master Agreement, Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 Each Work Order shall include an attached Statement of Work, which shall describe in detail the project and the work required for the performance thereof.
- 3.3 If Contractor provides any task, Deliverable, Service, or other work to County that utilizes other than approved Contractor Personnel, and/or that goes beyond the Work Order expiration date, and/or that exceeds the Total Maximum Amount as specified in the Work Order as originally written or modified in accordance with Sub-paragraph 8.1 – Amendments, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.
- 3.4 County procedures for issuing and executing Work Orders are as set forth in this Sub-paragraph 3.4. Upon determination by County to issue a RFS, County shall issue a RFS containing a Statement of Work to all Qualified Contractors. Each interested Qualified Contractor so contacted may submit a Response to County address or e-mail address and within the timeframe specified in the applicable solicitation. Failure of Contractor to provide a response within the specified timeframe may disqualify Contractor for that particular Work Order.
- 3.5 Upon completion of Response reviews, County shall execute the Work Order by and through County staff identified in this Master Agreement with the lowest cost Qualified Contractor unless the Work Order solicitation or RFS specifies review criteria other than lowest cost. It is understood by Contractor that County's competitive bidding procedure may have the effect that no Work Orders are awarded to some Master Agreement Qualified Contractors.
- 3.6 County reserves the right to execute a direct award Work Order without a RFS if it is in the best interest of County.

4.0 TERM OF MASTER AGREEMENT

- 4.1 The term of this Master Agreement will be _____ years commencing after execution by Executive Officer or their designee as authorized by the Board of Supervisors (Board). This Master Agreement will expire on (enter date) unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 County will have the sole option to extend the Master Agreement term for up to one additional one-year period for a maximum total Master Agreement term of ____ years. Each such option and extension will be exercised at the sole discretion of the Executive Officer or their designee as authorized by the Board.
- 4.3 County maintains a database that track/monitor contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether County will exercise a Master Agreement term extension option.
- 4.4 Contractor must notify the Department when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor must send written notification to the Department at the address herein provided in Exhibit A (County's Administration).

5.0 CONTRACT SUM

5.1 Total Contract Sum

Contractor will not be entitled to any payment by County under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders. In each year of this Master Agreement, the total of all amounts actually expended by County hereunder ("maximum annual expenditures") may not exceed amounts allocated to the Department by the Board in their approved budgets. County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the Contract Sum.

5.2 Written Approval for Reimbursement

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 Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, will occur only with County's express prior written approval.

5.3 No Payment for Services Provided Following Expiration/Termination of Master Agreement

Contractor will have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Master Agreement. Should Contractor receive any such payment it will immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Master Agreement will not constitute a waiver of County's right to recover such payment from Contractor.

5.4 Invoices and Payments

5.4.1 For providing the tasks, deliverables, services, and other work authorized pursuant to this Master Agreement, Contractor must separately invoice County for Services in accordance with the applicable terms of the Work Order.

5.4.2 Payment for all work will be on either a Time basis or a fixed price per deliverable basis, subject to the Total Maximum Amount specified in each Work Order less any amounts assessed in accordance with Paragraph 8.25 (Liquidated Damages).

5.4.3 County will not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.

5.4.4 All work performed by, and all invoices submitted by, Contractor pursuant to Work Orders issued hereunder must receive the written approval of County's Work Order Director, who will be responsible for a detailed evaluation of Contractor's performance before approval of work and/or payment of invoices is permitted.

5.4.5 Invoices under this Master Agreement must be submitted to the address(es) set forth in the applicable Work Order.

5.4.6 Invoice Content

The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable Work Order.

Time Work Order:

Each invoice submitted by Contractor must specify:

- County numbers of the Work Order and Contractor's Master Agreement;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;

- Number of hours being billed for the individual(s) and the labor rate(s) as specified in the Work Order; and
- Total amount of the invoice.
- Remaining balance of not to exceed amount of Work Order.

Fixed Price Per Deliverable

Each invoice submitted by Contractor must specify:

- County numbers of the Work Order and Contractor's Master Agreement;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- A brief description of the deliverable(s) for which payment is claimed, the respective number(s) assigned to the deliverable(s), and the individual amount being billed for each deliverable; and
- The total amount of the invoice.

5.4.7 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](#)).

5.5 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

- 5.5.1 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 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).
- 5.5.2 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.

- 5.5.3 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.
- 5.5.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF MASTER AGREEMENT – COUNTY

6.1 County's Administration

A listing of all County Administration referenced in the following paragraphs are designated in Exhibit A (County's Administration). County will notify Contractor in writing of any change in the names or addresses shown.

6.2 County's Master Agreement Program Director (MAPD)

The MAPD has the authority to negotiate, recommend all changes to this Master Agreement, and resolve disputes between the Department and Contractor.

6.3 County's Project Director

County's Project Director, or designee, is the approving authority for individual Work Order solicitations and executions.

6.4 County's Work Order Director

A Work Order Director will be assigned for each Work Order by County's Project Director.

6.4.1 The responsibilities of the Work Order Director include:

- ensuring that the technical standards and task requirements articulated in the individual Work Order are satisfactorily complied with, and must provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform Work Orders;
- coordinating and monitoring the work of Contractor personnel assigned to the Work Order Director's specific projects, and for ensuring that this Master Agreement's objectives are met;

- monitoring, evaluating and reporting Contractor performance and progress on the Work Order;
- coordinating with Contractor's Project Manager, on a regular basis, regarding the performance of Contractor's personnel on each particular project;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.4.2 County's Work Order Directors are not authorized to make any changes in Work Order labor rates, dollar totals or periods of performance, or in the terms and conditions of this Master Agreement, except through formally prepared Amendments, Paragraph 8.1.

6.5 County's Project Manager

County's Project Manager is County's chief contact person with respect to the day-to-day administration of this Master Agreement. County's Project Manager will prepare, and issue Work Orders and any Amendments thereto, and generally be the first person for Contractor to contact with any questions.

6.6 County's Contract Analyst

The role of County's Contract Analyst is to manage and facilitate the administrative functions of the Contract. County's Contract Analyst reports to County's Project Executive Officer.

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 Contractor's Project Manager is designated in Exhibit B (Contractor's Administration). Contractor must notify County in writing of any change in the name or address of Contractor's Project Manager.

7.1.2 Contractor's Project Manager will be responsible for Contractor's day-to-day activities as related to this Master Agreement and will coordinate with County's Work Order Directors on a regular basis with respect to all active Work Orders.

7.2 Contractor's Authorized Official(s)

7.2.1 Contractor's Authorized Official(s) are designated in Exhibit B (Contractor's Administration). Contractor must promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).

- 7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager. Contractor must provide County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

7.4 Contractor's Staff Identification

- 7.4.1 All of Contractor's staff assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging.
- 7.4.2 Contractor is responsible to ensure that staff have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.
- 7.4.3 Contractor must notify County within one business day when staff is terminated from working under this Master Agreement. Contractor must retrieve and return staff's ID badge to County on the next business day after the staff has terminated employment with Contractor.
- 7.4.4 If County requests the removal of Contractor's staff, Contractor must retrieve and return staff's ID badge to County on the next business day after the staff has been removed from working on County's Master Agreement.

7.5 Background and Security Investigations

- 7.5.1 Each of Contractor's staff performing services under this Master Agreement 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 Master Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

- 7.5.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Master Agreement at any time during the term of the Master Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through County's background investigation.
- 7.5.3 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 County or whose background or conduct is incompatible with County facility access.
- 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 Master Agreement.

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 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 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 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 Master Agreement.
- 7.6.4 Contractor must sign and adhere to the provisions of the Exhibit E3 (Contractor Acknowledgement and Confidentiality Agreement).
- 7.6.5 If stated in a Work Order, Contractor will cause each employee performing services covered by this Master Agreement to sign and adhere to the provisions of Exhibit E4 (Contractor Employee Acknowledgment and Confidentiality Agreement) and cause each non-employee performing services covered by this Master Agreement to sign and adhere to the provisions of Exhibit E5 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 County's Board or Chief Executive Officer may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. County reserves the right to add and/or change such provisions as required by County's Board or Chief Executive Officer. To implement such orders, an Amendment to the Master Agreement must be prepared and executed by Contractor and by the Executive Officer, or designee.
- 8.1.2 The Executive Officer, or their designee may, at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Master Agreement). Contractor agrees that such extensions of time will not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement must be prepared and executed by Contractor and by the Executive Officer, or designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

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

from notifying County prior to the actual acquisitions/mergers.

- 8.2.2 Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Master Agreement, 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 Master Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Master Agreement will be deductible, at County's sole discretion, against the claims, which Contractor may have against County.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than 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 Master Agreement which may result in the termination of this Master Agreement. 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

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

8.4 Complaints

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

- 8.4.1 Within ten (10) business days after the Master Agreement effective date, Contractor must provide County with Contractor's policy for receiving, investigating and responding to user complaints.
- 8.4.2 County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
- 8.4.3 If County requests changes in Contractor's policy, Contractor must make such changes and resubmit the plan within ten (10) business days for County approval.

- 8.4.4 If, at any time, Contractor wishes to change Contractor's policy, Contractor must submit proposed changes to County for approval before implementation.
- 8.4.5 Contractor must preliminarily investigate all complaints and notify County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.4.6 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.
- 8.4.7 Copies of all written responses must be emailed to County's Project Manager within three (3) business days of mailing to the complainant.

8.5 Compliance with Applicable Laws

- 8.5.1 In the performance of this Master Agreement, 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 Master Agreement are hereby incorporated herein by reference.
- 8.5.2 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 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.

8.6 Compliance with Civil Rights Laws

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 Master Agreement or under any project, program, or activity supported by this Master Agreement. Additionally, Contractor certifies to County:

- 8.6.1 That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.6.2 That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.6.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.6.4 Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.7 Compliance with County's Jury Service Program

- 8.7.1 Jury Service Program: This Master Agreement is subject to the provisions of 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](#).
- 8.7.2 Written Employee Jury Service Policy
 - Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the [Jury Service Program \(Section 2.203.020 of County Code\)](#) or that Contractor qualifies for an exception to the [Jury Service Program \(Section 2.203.070 of the County Code\)](#), Contractor must have and adhere to a written policy that provides that its Employees will receive from 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 Contractor or that 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 Master Agreement with County or a subcontract with a County

Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Master Agreements or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by 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 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Master Agreement, 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 agreement.

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

8.8 Conflict of Interest

- 8.8.1 No County employee whose position with County enables such employee to influence the award of this Master Agreement or any

competing Master Agreement, and no spouse or economic dependent of such employee, will be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of Contractor who may financially benefit from the performance of work hereunder will in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.

- 8.8.2 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 Master Agreement. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If 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 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 8.8 will be a material breach of this Master Agreement.

8.9 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-employment List

Should Contractor require additional or replacement personnel after the effective date of this Master Agreement to perform the services set forth herein, 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 Master Agreement.

8.10 Consideration of Hiring GAIN/START Participants

- 8.10.1 Should Contractor require additional or replacement personnel after the effective date of this Master Agreement, Contractor will give consideration for any such employment openings to participants in 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 Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that Contractor will interview qualified candidates. County will refer GAIN/START participants by job category to Contractor. Contractors must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and

bservices@opportunity.lacounty.gov and DPSS will refer qualified GAIN/START job candidates.

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

8.11 Contractor Responsibility and Debarment

8.11.1 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 Master Agreement. It is County's policy to conduct business only with responsible Contractors.

8.11.2 Chapter 2.202 of the County Code

Contractor is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), if County acquires information concerning the performance of Contractor on this or other Master Agreements which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Master Agreement, debar 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 years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts Contractor may have with County.

8.11.3 Non-responsible Contractor

County may debar a Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a Master Agreement with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a Master Agreement with County, any other public entity, or a nonprofit corporation created by 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 County or any other public entity.

8.11.4 Contractor Hearing Board

- If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.
- Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of 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. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that 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 County.
- Contractor Hearing Board will consider a request for review of a debarment determination only where (1) 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, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, 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 Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.11.5 Subcontractors of Contractor

These terms will also apply to Subcontractors of County Contractors.

8.12 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "Safely Surrendered Baby Law" poster, in Exhibit C, in a prominent position at Contractor's place of business. 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/safe-surrender/>

8.13 Contractor's Warranty of Adherence to County's Child Support Compliance Program

- 8.13.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through Purchase Order or Master Agreement 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.
- 8.13.2 As required by the [County's Child Support Compliance Program \(County Code Chapter 2.200\)](#) and without limiting Contractor's duty under this Master Agreement to comply with all applicable

provisions of law, Contractor warrants that it is now in compliance and will during the term of this Master Agreement 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).

8.14 County's Quality Assurance Plan

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

8.15 Damage to County Facilities, Buildings or Grounds

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

8.16 Employment Eligibility Verification

- 8.16.1 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 Master Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. 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. Contractor must retain all such documentation for all covered employees for the period prescribed by law.

- 8.16.2 Contractor must indemnify, defend, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or 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 Master Agreement.

8.17 Counterparts and Electronic Signatures and Representations

This Master Agreement 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 Master Agreement. 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.

County and 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 Master Agreement.

8.18 Fair Labor Standards

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

8.19 Force Majeure

- 8.19.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Master Agreement, 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").

- 8.19.2 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 Paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.19.3 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.

8.20 Governing Law, Jurisdiction, and Venue

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

8.21 Independent Contractor Status

- 8.21.1 This Master Agreement is by and between County and 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 County and 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.
- 8.21.2 Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. 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 Contractor.
- 8.21.3 Contractor understands and agrees that all persons performing

work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. 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 Contractor pursuant to this Master Agreement.

- 8.21.4 Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.22 Indemnification

Contractor must indemnify, defend and hold harmless 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 Master Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of County Indemnities.

8.23 General Provisions for all Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraph 8.24 of this Master Agreement. 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 Master Agreement. Additional insurance requirements may be included in a Work Order solicitation or RFS. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Master Agreement.

8.23.1 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 Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Master Agreement.
- Renewal Certificates must be provided to County not less than 10 days prior to Contractor's policy expiration dates. County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.

- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement 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 Contractor identified as the contracting party in this Master Agreement. 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 (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither County's failure to obtain, nor 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 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
Contracting Department Name, Division/Section
Contracting Department Address
Attention: Name and Title of Department Contact

- 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 Master Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.23.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) 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 County. County and its Agents additional insured status must apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to County. The full policy

limits and scope of protection also must apply to County and its Agents as an additional insured, even if they exceed 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.

8.23.3 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 Master Agreement, in the sole discretion of County, upon which County may suspend or terminate this Master Agreement.

8.23.4 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 Master Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Master Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, 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.

8.23.5 Insurer Financial Ratings

Coverage must be placed with insurers acceptable to County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.23.6 Contractor's Insurance Must Be Primary

Contractor's insurance policies, with respect to any claims related to this Master Agreement, 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.

8.23.7 Waivers of Subrogation

To the fullest extent permitted by law, 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 Master Agreement. Contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.23.8 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 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.

8.23.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies will not obligate County to pay any portion of any Contractor deductible or SIR. County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects 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.

8.23.10 Claims Made Coverage

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

8.23.11 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.

8.23.12 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.

8.23.13 Alternative Risk Financing Programs

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. County and its Agents must be designated as an Additional Covered Party under any approved program.

8.23.14 County Review and Approval of Insurance Requirements

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

8.24 Insurance Coverage

- 8.24.1 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

- 8.24.2 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 Master Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- 8.24.3 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 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.

8.24.4 Unique Insurance Coverage

Professional Liability/Errors and Omissions insurance covering Contractor's liability arising from or related to this Master Agreement, 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 Agreement's expiration, termination or cancellation.

8.25 Liquidated Damages

8.25.1 If, in the judgment of the Executive Officer, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Executive Officer, or 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 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 Contractor from County, will be forwarded to Contractor by the Executive Officer, or designee, in a written notice describing the reasons for said action.

8.25.2 If the Executive Officer determines that there are deficiencies in the performance of this Master Agreement that the Executive Officer or designee, deems are correctable by Contractor over a certain time span, the Executive Officer, or designee, will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the Executive Officer may:

(a) Deduct from Contractor's payment, pro rata, those applicable portions of the 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 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 may be specified in any Performance Requirements Summary (PRS) Charts in future Work Orders, and that Contractor will be liable to County for liquidated damages in said amount. Said amount will be deducted from County's payment to Contractor; and/or

(c) Upon giving five (5) days notice to Contractor for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by 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 Contractor from County, as determined by County.

- 8.25.3 The action noted in Paragraph 8.25.2 will not be construed as a penalty, but as adjustment of payment to Contractor to recover County cost due to the failure of Contractor to complete or comply with the provisions of this Master Agreement.
- 8.25.4 This paragraph will not, in any manner, restrict or limit County's right to damages for any breach of this Master Agreement provided by law or as specified in the PRS or Paragraph 8.25.2, and will not, in any manner, restrict or limit County's right to terminate this Master Agreement as agreed to herein.

8.26 Most Favored Public Entity

If Contractor's prices decline, or should Contractor at any time during the term of this Master Agreement 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 Master Agreement, then such lower prices will be immediately extended to County.

8.27 Nondiscrimination and Affirmative Action

- 8.27.1 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.
- 8.27.2 Contractor certifies to 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, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.27.3 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.

- 8.27.4 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.
- 8.27.5 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 Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.27.6 Contractor will allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.27 when so requested by County.
- 8.27.7 If County finds that any provisions of this Paragraph 8.27 have been violated, such violation will constitute a material breach of this Master Agreement upon which County may terminate or suspend this Master Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Master Agreement.
- 8.27.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Master Agreement, 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 Master Agreement.

8.28 Non Exclusivity

Nothing herein is intended nor will be construed as creating any exclusive arrangement with Contractor. This Master Agreement will not restrict the

Department from acquiring similar, equal or like goods and/or services from other entities or sources.

8.29 Notice of Delays

Except as otherwise provided under this Master Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Master Agreement, that party must, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.30 Notice of Disputes

Contractor must bring to the attention of County's Project Manager and/or County's Project Director any dispute between County and Contractor regarding the performance of services as stated in this Master Agreement. If County's Project Manager or County's Project Director is not able to resolve the dispute, the Executive Officer or designee will resolve it.

8.31 Notice to Employees Regarding the Federal Earned Income Credit

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.

8.32 Notice to Employees Regarding the Safely Surrendered Baby Law

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 C, Safely Surrendered Baby Law of this Master Agreement. Additional information is available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

8.33 Notices

All notices or demands required or permitted to be given or made under this Master Agreement 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 A (County's Administration) and B (Contractor's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Executive Officer, or designee, will have the authority to issue all notices or demands required or permitted by County under this Master Agreement.

8.34 Prohibition Against Inducement or Persuasion

Notwithstanding the above, Contractor and County agree that, during the term of this Master Agreement 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.

8.35 Public Records Act

- 8.35.1 Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 8.37 (Record Retention and Inspection/Audit Settlement) of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Qualifications (RFQ) used in the solicitation process for this Master Agreement, become the exclusive property of 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". 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.
- 8.35.2 In the event 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 an RFQ response marked "trade secret", "confidential", or "proprietary", Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.36 Publicity

- 8.36.1 Contractor must not disclose any details in connection with this Master Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County will not inhibit the Contractor from publishing its role under this Master Agreement within the following conditions:
- Contractor must develop all publicity material in a professional manner; and
 - During the term of this Master Agreement, Contractor must not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County's Project Executive Officer. County will not unreasonably withhold written consent.
- 8.36.2 Contractor may, without the prior written consent of County,

indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this Paragraph 8.36 (Publicity) will apply.

8.37 Record Retention and Inspection-Audit Settlement

Contractor must maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. Contractor must also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. Contractor agrees that 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 Master Agreement. 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 Contractor and will be made available to County during the term of this Master Agreement and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Contractor will pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.37.1 In the event that an audit of Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor must file a copy of such audit report with County's Auditor-Controller within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.37.2 Failure on the part of Contractor to comply with any of the provisions of this paragraph will constitute a material breach of this Master Agreement upon which County may terminate or suspend this Master Agreement.
- 8.37.3 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of County may conduct an audit of Contractor regarding the work performed under this Master Agreement, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference will be either: a) repaid by

Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Master Agreement or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference will be paid to Contractor by County by cash payment, provided that in no event will County's maximum obligation for this Master Agreement exceed the funds appropriated by County for the purpose of this Master Agreement.

8.38 Recycled Bond Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible on this Master Agreement.

8.39 Subcontracting

- 8.39.1 The requirements of this Master Agreement may not be subcontracted by Contractor **without the advance approval of County**. Any attempt by Contractor to subcontract without the prior consent of County may be deemed a material breach of this Master Agreement.
- 8.39.2 If Contractor desires to subcontract, Contractor must provide the following information promptly at 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 County.
- 8.39.3 Contractor must indemnify and hold 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 Contractor employees.
- 8.39.4 Contractor will remain fully responsible for all performances required of it under this Master Agreement, including those that Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
- 8.39.5 County's consent to subcontract will not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement. Contractor is responsible to notify its subcontractors of this County right.
- 8.39.6 County's MAPD is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by County,

Contractor must forward a fully executed subcontract to County for their files.

- 8.39.7 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 County's consent to subcontract.
- 8.39.8 Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by County from each approved subcontractor. Contractor must ensure delivery of all such documents to:

before any subcontractor employee may perform any work hereunder.

8.40 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.13 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), will constitute a default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within 90 calendar days of written notice will be grounds upon which County may terminate this Master Agreement pursuant to Paragraph 8.42 (Termination for Default) and pursue debarment of Contractor, pursuant to [County Code Chapter 2.202](#).

8.41 Termination for Convenience

- 8.41.1 County may terminate this Master Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to 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.
- 8.41.2 Upon receipt of a notice of termination and except as otherwise directed by County, Contractor must immediately:
- Stop work under the Work Order or under this Master Agreement, as identified in such notice;
 - Transfer title and deliver to County all completed work and work in process; and

- Complete performance of such part of the work as would not have been terminated by such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Master Agreement or Work Order must be maintained by Contractor in accordance with Paragraph 8.37 (Record Retention and Inspection/Audit Settlement).

8.42 Termination for Default

8.42.1 County may, by written notice to Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of County's Project Executive Officer:

- Contractor has materially breached this Master Agreement;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Work Order issued hereunder; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.

8.42.2 In the event that County terminates this Master Agreement in whole or in part as provided in Paragraph 8.42.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor will be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor will continue the performance of this Master Agreement to the extent not terminated under the provisions of this paragraph.

8.42.3 Except with respect to defaults of any subcontractor, Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.42.2 if its failure to perform this Master Agreement, including any Work Order issued hereunder, arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of 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 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 Contractor and subcontractor, and without the fault or negligence of either of them, 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 Contractor to meet the required performance schedule. As used in this Paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.42.4 If, after County has given notice of termination under the provisions of this Paragraph 8.42, it is determined by County that Contractor was not in default under the provisions of this Paragraph 8.42, or that the default was excusable under the provisions of Paragraph 8.42.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.41 (Termination for Convenience).

8.42.5 The rights and remedies of County provided in this Paragraph 8.42 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.43 Termination for Improper Consideration

8.43.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Master Agreement or the making of any determinations with respect to Contractor's performance pursuant to the Master Agreement. 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.

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

8.43.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.44 Termination for Insolvency

8.44.1 County may terminate this Master Agreement forthwith in the event

of the occurrence of any of the following:

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

8.44.2 The rights and remedies of County provided in this Paragraph 8.44 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.45 Termination for Non-Adherence of County Lobbyist Ordinance

Contractor, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by Contractor, must fully comply with County's Lobbyist Ordinance, [County Code Section 2.160.010](#). Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance will constitute a material breach of this Master Agreement, upon which County may in its sole discretion, immediately terminate or suspend this Master Agreement.

8.46 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Master Agreement, County will not be obligated for Contractor's performance hereunder or by any provision of this Master Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Master Agreement in County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement will terminate as of June 30 of the last fiscal year for which funds were appropriated. County will notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.47 Validity

If any provision of this Master Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Master Agreement and the application of such provision to other persons or circumstances will not be affected thereby.

8.48 Waiver

No waiver by County of any breach of any provision of this Master Agreement will constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Master Agreement will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.48 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.49 Warranty Against Contingent Fees

8.49.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

8.49.2 For breach of this warranty, County will have the right to terminate this Master Agreement and, at its sole discretion, deduct from the Master Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.50 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 Master Agreement will maintain compliance, with [Los Angeles County Code Chapter 2.206](#).

8.51 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 8.50 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) will constitute default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within 10 days of notice will be grounds upon which County may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

8.52 Time off For Voting

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 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](#).

8.53 Compliance with County's Zero Tolerance Policy on Human Trafficking

Contractor acknowledges that 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, County will require that Contractor or member of Contractor's staff be removed immediately from performing services under the Master Agreement. 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 Master Agreement.

8.54 Intentionally Omitted

8.55 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.

8.56 Compliance with County Policy of Equity

Contractor acknowledges that County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). Contractor further acknowledges that 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. Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of Contractor, its employees or its subcontractors to uphold County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Contractor to termination of contractual agreements as well as civil liability.

8.57 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 County. A violation of this provision will result in the disqualification of Contractor/Proposer from participation in County solicitation or the termination or cancellation of any resultant County contract.

8.58 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.

8.59 Campaign Contribution Prohibition Following Final Decision in Master Agreement 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 Master Agreement. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Master Agreement as determined in the sole discretion of County.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" ([SB 1262, Chapter 919](#)) increased Charitable Purposes Act requirements. By requiring Contractors to complete Exhibit G (Charitable Contributions Certification), County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Master Agreement termination or debarment proceedings or both. ([County Code Chapter 2.202](#))

The following Sub-paragraphs 9.2 through 9.4 shall only apply to Contractors that qualify for the applicable County Preference Program.

9.2 Local Small Business Enterprise (LSBE) Preference Program

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

9.2.2 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 LSBE.

9.2.3 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 LSBE.

9.2.4 If 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 Master Agreement to which it would not otherwise have been entitled, will:

- Pay to County any difference between the Work Order amount and what County's costs would have been if the Work Order 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 Work Order 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 Master Agreement award.

9.3 Social Enterprise (SE) Preference Program

- 9.3.1 This Master Agreement is subject to the provisions of County's ordinance entitled SE Preference Program, as codified in [Chapter 2.205 of the Los Angeles County Code](#).
- 9.3.2 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.
- 9.3.3 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.
- 9.3.4 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 Master Agreement to which it would not otherwise have been entitled, Contractor will:
- Pay to County any difference between the Work Order amount and what County's costs would have been if the Work Order had been properly awarded;
 - In addition to the amount described in subdivision (1) above, Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Work Order 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 Master Agreement award.

9.4 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 9.4.1 This Master Agreement is subject to the provisions of County's ordinance entitled DVBE Preference Program, as codified in [Chapter 2.211 of the Los Angeles County Code](#).
- 9.4.2 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.
- 9.4.3 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.
- 9.4.4 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 Master Agreement to which it would not otherwise have been entitled, Contractor will:
- Pay to County any difference between the Work Order amount and what County's costs would have been if the Work Order had been properly awarded;
 - In addition to the amount described in subdivision (1) above, Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the Work Order; 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 Master Agreement, 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 Master Agreement award.

10.0 Survival

In addition to any terms and conditions of this Agreement that expressly survive expiration or termination of this Agreement by their terms, the following provisions will survive the expiration or termination of this Agreement 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 Agreement)
Paragraph 7.6	(Confidentiality)
Paragraph 8.1	(Amendments)
Paragraph 8.2	(Assignment and Delegation/Mergers or Acquisitions)
Paragraph 8.18	(Fair Labor Standards)
Paragraph 8.19	(Force Majeure)
Paragraph 8.20	(Governing Law, Jurisdiction, and Venue)
Paragraph 8.22	(Indemnification)
Paragraph 8.23	(General Provisions for all Insurance Coverage)
Paragraph 8.24	(Insurance Coverage)
Paragraph 8.25	(Liquidated Damages)
Paragraph 8.33	(Notices)
Paragraph 8.37	(Record Retention and Inspection/Audit Settlement)
Paragraph 8.41	(Termination for Convenience)
Paragraph 8.42	(Termination for Default)
Paragraph 8.47	(Validity)
Paragraph 8.48	(Wavier)
Paragraph 8.57	(Prohibition from Participation in Future Solicitation(s))
Paragraph 8.59	Campaign Contribution Prohibition Following Final Decision in Master Agreement Proceeding
Paragraph 10.0	(Survival)

AUTHORIZATION OF MASTER AGREEMENT FOR
_____ SERVICES

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Executive Officer, and approved by County Counsel, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized officer, this _____ day of _____, 20____.

COUNTY OF LOS ANGELES

By _____
Executive Officer

By _____
Contractor

Signed: _____

Printed: _____

Title: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Deputy County Counsel



DEPARTMENT/COMMISSION NAME

REQUEST FOR SERVICES (RFS)

FOR

[INSERT SERVICE]

(Use for selection of single vendor for specific project)

RFS No. [EO will issue this number]

Month Year

**Prepared By
[Insert who]**

**REQUEST FOR SERVICES (RFS)
FOR [INSERT SERVICE NAME]**

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
1.0 REQUEST FOR SERVICES TIMELINE	X
2.0 PROCESS	X
3.0 SCOPE OF SERVICES	X
4.0 MINIMUM REQUIREMENTS	X
5.0 WORK ORDER TERM	X
6.0 SPECIFIC PROVISIONS	X
7.0 CONTACT WITH COUNTY PERSONNEL	X
8.0 VENDOR’S QUESTIONS	X
9.0 SOLICITATION REQUIREMENTS REVIEW	X
10.0 SUBMISSION INSTRUCTIONS	X
11.0 TRUTH AND ACCURACY OF REPRESENTATIONS	X
12.0 VENDOR’S RESPONSE	X
13.0 EVALUATION AND SELECTION PROCESS	XX
14.0 NON-SELECTED RESPONDENT RIGHTS	XX
15.0 WORK ORDER AWARD	XX
16.0 NOTICE TO VENDORS REGARDING THE PUBLIC RECORDS ACT	XX
17.0 COUNTY RIGHTS AND RESPONSIBILITIES	XX

ATTACHMENTS

ATTACHMENT 1: - STATEMENT OF WORK

ATTACHMENT 2: - TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

ATTACHMENT 3 – RESPONSE COVER SHEET

ATTACHMENT 4 - RESPONSE TO REQUESTED INFORMATION

ATTACHMENT 5 – REFERENCES

ATTACHMENT 6 - STAFFING PLAN AND PRICING SCHEDULE[Example]

REQUEST FOR SERVICES FOR [INSERT SERVICE]

1.0 REQUEST FOR SERVICES TIMELINE

County Department/Commission:

Request for Services (RFS) Number: CAPSMA – EO -#

Release Date:

Written Questions Due Date:

Solicitations Requirements Review:

Question and Answer Release:

Response Due Date and Time:

2.0 PROCESS

Through this RFS, [insert EO or commission] is soliciting for a Work Order, subordinate to the Consulting and Professional Services Master Agreement (CAPSMA) with a qualified corporation, firm, or individual (Vendor), who can provide [insert brief description of service]. Vendors interested in this RFS, who do not have an executed CAPSMA, must also respond and be awarded a CAPSMA through the Request for Qualifications (RFQ) for a CAPSMA available on the (insert website). The selected Vendor must have an executed CAPSMA with the Board of Supervisors Executive Office (EO) prior to award of a Work Order pursuant to this RFS.

3.0 SCOPE OF SERVICES

3.1 Background

3.2 Purpose

3.3 Services

A description of the required services is provided in ATTACHMENT 1 – STATEMENT OF WORK. Vendor will satisfactorily perform the services set forth in the Statement of Work (SOW).

[If the details of the SOW are not available and will be developed based on Vendor's response, then include the Scope of Services in this section. If the SOW is available, include a brief description and refer to the SOW as an Attachment 1.]

4.0 MINIMUM REQUIREMENTS

Interested Vendors that can demonstrate their ability to provide the services in this RFS, Section 3.3 - Scope of Services, are encouraged to respond to this solicitation provided they meet the following minimum requirements:

4.1 A) Vendor must have a current status as a CAPSMA contractor.

OR

B) Vendors that do not have a current status as a CAPSMA contractor may respond to this RFS if they submit a Response to EO's RFQ for CAPSMA and are issued a CAPSMA. Vendors who fall into this category must respond to BOTH the RFQ and this RFS by **DATE/TIME**. These Vendors must meet the qualifications to be a CAPSMA contractor in order for their Response to this RFS to be considered. The RFQ can be found at: (insert website)

4.2 **[Insert your requirements here]** Vendor or Principal of Vendor must have minimum of three (3) years of experience within the last five (5) years

4.3 **(This requirement only applies to Vendors that have had a County contract reviewed by the Department of the Auditor-Controller within the last 10 years).** Vendor does not have unresolved questioned costs identified by the Department of the Auditor-Controller, in an amount over \$100,000, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

5.0 WORK ORDER TERM

The term of the Work Order will be for [insert time] from the time of execution with one (1) option to extend for an additional [insert time] as required by business needs within EO.

County reserves the right to further extend the term of the resultant Work Order at its sole discretion, to allow the selected Vendor additional time to complete and provide all deliverables at no additional cost to County.

6.0 CONTACT WITH COUNTY PERSONNEL

All communication regarding this Solicitation or any matter relating thereto must be in writing and e-mailed to the following:

CAPSMA Administrator
E-mail address: CAPSMA@bos.lacounty.gov

If it is discovered that Vendor contacted and received information from any County personnel, other than the contact specified above, regarding this solicitation, County, in its sole determination, may disqualify their Response from further consideration.

7.0 VENDOR'S QUESTIONS

Vendors may submit written questions regarding this solicitation to the e-mail address identified in Section 7.0 – Contact with County Personnel. All questions submitted will be compiled, without identifying the submitting Vendor and, along with the appropriate answers, will be issued as an addendum to the RFS and made available on the (insert website)

When submitting questions, identify the solicitation title and number in the subject line. The body of the e-mail should indicate the solicitation section number and page number and quote the language that prompted the question. County reserves the right to group similar questions when providing answers. Any questions regarding the solicitation process after the initial due date and time may be submitted to the contact listed in Section 7.0 – Contact with County Personnel.

9.0 SOLICITATION REQUIREMENTS REVIEW

Any person or entity may seek a Solicitation Requirements Review by submitting ATTACHMENT 2 – TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW to the EO as described in this Section. A request for a Solicitation Requirements Review may be denied, in the EO's sole discretion, if the request does not satisfy all of the following criteria:

1. The request is made within the time frame identified in the solicitation document;
2. The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a Response;
3. The request itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request asserts that either:
 - a. application of the minimum requirements, review criteria and/or business

requirements unfairly disadvantages the person or entity; or,

- b. due to unclear instructions, the process may result in County not receiving the best possible Responses from prospective Vendors.

Requests for a Solicitation Requirements Review not satisfying all of these criteria may, in the EO's sole discretion, be denied. The Solicitation Requirements Review shall be completed and EO's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the Response due date.

10.0 SUBMISSION INSTRUCTIONS

Vendor shall email one (1) PDF Response to the e-mail address listed in Section 7.0 – Contact with County Personnel, by the Response Due Date and Time indicated on page 1 of this solicitation. It is the sole responsibility of the submitting Vendor to ensure that its solicitation Response is received before the submission deadline.

11.0 TRUTH AND ACCURACY OF REPRESENTATIONS

False, misleading, incomplete, or deceptively unresponsive statements in connection with any Response shall be sufficient cause for rejection of the Response. The review and determination in this area shall be at the sole judgment of the Executive Officer and his/her judgment shall be final. A Vendor who is disqualified pursuant to this Section 11.0 may be debarred from working with the County.

12.0 VENDOR'S RESPONSE

The RFS Response shall be submitted in PDF format, and shall contain the following content and be prepared in the following sequence:

ATTACHMENT 3 – RESPONSE COVER SHEET

ATTACHMENT 4 - RESPONSE TO REQUESTED INFORMATION

ATTACHMENT 5 – REFERENCES

ATTACHMENT 6- STAFFING PLAN AND PRICING SCHEDULE [Example]

13.0 REVIEW AND SELECTION PROCESS

County reserves the sole right to exercise its judgment concerning the selection and review of the contents of the Responses submitted pursuant to this RFS and to determine which Respondent best serves the interests of the County.

As a result of this RFS, County may:

1. Request further information, documents, presentations, demonstrations, and/or conference call(s) or in-person interviews substantiating Vendors' qualifications, experience, and readiness to provide the services described in the RFS;
2. Enter into contract negotiations based on Vendor's submission; and/or
3. Take no further action.

13.1 Response Selection Process

The selection process will begin with receipt of the Response by the Response Due Date and Time. Any Responses received after the "Response Due Date and Time," as listed in Section 1.0, REQUEST FOR SERVICES TIMELINE, will be eliminated from consideration by EO. Review of timely received Responses will be conducted in two phases.

13.1.1 Phase One – (Acceptable/Unacceptable)

Phase One will be conducted by EO Contracts staff.

A. Adherence to the Minimum Requirements

During Phase One, an acceptable or unacceptable review will be made of Vendor's Response to ATTACHMENT 4, RESPONSE TO REQUESTED INFORMATION, Section 3.1, Vendor's Minimum Requirements, to see if Vendor meets the Minimum Requirement as outlined in Section 4.0, MINIMUM REQUIREMENTS, of this RFS. Failure by Vendor to comply and demonstrate that it meets the Minimum Requirements may, in County's sole discretion, result in its Response being disqualified without further review and consideration.

B. Verification Process

A review will be conducted of the Vendor's references provided in ATTACHMENT 5 – REFERENCES, as acceptable or unacceptable. The review also includes, but is not limited to, a review of the Auditor Controller's Intranet website, and the Contractor Alert Reporting Database reflecting past performance history on County contracts.

Vendor must provide four references (2 plus 2 alternates) who can validate Vendor's experience and dates of service listed

in ATTACHMENT 5, REFERENCES. It is the sole responsibility of Vendor to ensure that the reference contact information is up to date, and the reference contact person has been notified. County may disqualify Vendor if any reference fails to uphold any of the requested information or is unreachable within a reasonable effort.

13.1.2 Phase Two – Evaluation of Written Material

Phase Two will be conducted by an Evaluation Committee selected by County. The Review Committee will conduct an evaluation based on the County's Informed Averaging Policy to assess each Response as defined in the criteria listed below and select the highest ranked Vendors.

A. Vendor's Personnel and Experience

Vendor's Response will be evaluated on the appropriateness and suitability of its response to ATTACHMENT 4, RESPONSE TO REQUESTED INFORMATION, Section 3.2, Background and Experience to determine if Vendor has the qualifications, experience, and capacity to provide the services outlined herein.

B. Vendor's Approach and Methodology

Vendor's Response will be evaluated on the appropriateness and suitability of its response to ATTACHMENT 4, RESPONSE TO REQUESTED INFORMATION, Section 3.3, Vendor's Approach and Methodology to determine if Vendor's response has a superior approach to providing the requested services.

C. Vendor's Staffing and Pricing Schedule [if applicable]

An evaluation will be conducted on the appropriateness and suitability of Vendor's response to ATTACHMENT 6, STAFFING AND PRICING SCHEDULE.

County retains the right to select Responses other than the highest ranked Response. If County determines, in its sole discretion, another Response is the most overall qualified, cost-effective, responsive, responsible and in the best interests of the County.

13.2 Disqualification Review

A Response may be disqualified from consideration because EO determined it was non-responsive at any time during the review/selection process. If EO determines that a Response is disqualified due to non-responsiveness, EO shall notify Vendor in writing.

Upon receipt of the written determination of non-responsiveness, Vendor may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

A request for a Disqualification Review may, in EO's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The request for a Disqualification Review is submitted within the timeframe specified in the disqualification documents; and
2. The request for a Disqualification Review asserts that EO's disqualification of the Response was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

Requests for a Disqualification Review not satisfying all these criteria may, in EO's sole discretion, be denied. The Disqualification Review shall be completed and the determination shall be provided to the requesting Vendor, in writing, prior to the conclusion of the selection process.

14.0 NON-SELECTED RESPONDENT RIGHTS

14.1 Debriefing Process

Upon completion of the review, EO shall notify the remaining Vendors in writing that the Department is entering negotiations with another Vendor. Upon receipt of the letter, any non-selected Vendor may submit a written request for a Debriefing within the timeframe specified in the letter. A request for a Debriefing may, in EO's sole discretion, be denied if the request is not received within the specified timeframe.

The purpose of the Debriefing is to compare the requesting Vendor's Response to the Solicitation document with the review document. The requesting Vendor shall be debriefed only on its Response. Because Work Order negotiations are not yet completed, Responses from other Vendors shall not be discussed or disclosed, although EO may inform the requesting Vendor of its relative ranking.

Vendor may submit an appeal within two (2) days after the Debriefing if the requesting Vendor is not satisfied with the results of the Debriefing.

14.2 Protest Process

County will consider any protest regarding Vendors not recommended for award of a Work Order under this RFS, if such protest would change the outcome of the Work Order award selection and is received in writing by the EO by the deadline indicated in Section 14.1.3 of the RFS. A protest may, in EO's sole discretion be denied if the request does not satisfy all of the following criteria.

The request for an protest is submitted timely;

The person or entity appealing asserts, in appropriate detail with factual reasons, one or more of the following grounds for review:

- A. County materially failed to follow procedures specified in its RFS.

This includes:

- 1. Failure to correctly apply the standards for reviewing the Response format requirements.
- 2. Failure to correctly apply the standards and/or follow the prescribed methods, for reviewing the Responses as specified in the RFS.
- 3. Use of review and selection criteria that was different from the criteria disclosed in the RFS.

- B. A member of the Review Committee demonstrated bias in the conduct of the review.

- C. Another basis for review as provided by State or federal law.

Vendors will be notified by EO of the decision on any protest which is received by EO in a timely manner. Such notification will explain the basis for the decision. The EO's decision on any protest will be final.

15.0 WORK ORDER AWARD

A Work Order will be executed with the selected Vendor(s) as authorized under delegated authority by the County's Board of Supervisors. The Statement of Work to the Work Order shall be agreed upon by the selected Vendor and County, based on Vendor's Response.

16.0 NOTICE TO VENDORS REGARDING THE PUBLIC RECORDS ACT

- 16.1 Responses to this solicitation shall become the exclusive property of County.
- 16.2 Exceptions to disclosure are those parts or portions of all Responses that are justifiably defined as business or trade secrets and plainly marked by the Vendor as "Trade Secret", "Confidential", or "Proprietary".
- 16.3 County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the Response as confidential shall not be deemed sufficient notice of exception. The Vendors must specifically label only those provisions of their respective Response which are "Trade Secrets", "Confidential", or "Proprietary" in nature.**
- 16.4 In the event 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 Response marked "Trade Secrets", "Confidential", or "Proprietary", Vendor agrees to defend and indemnify County from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection with the Public Records Act request.

17.0 COUNTY RIGHTS AND RESPONSIBILITIES

County has the right to amend, re-issue, or cancel this RFS by written addendum. County is responsible only for that, which is expressly stated in this solicitation document and any authorized written addenda thereto. Such addendum shall be made available (**insert website**). Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Response not being considered, as determined in the sole discretion of County. County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.



DEPARTMENT/COMMISSION NAME

REQUEST FOR SERVICES (RFS)

FOR

[INSERT SERVICE]

(Use for selection of a pool of contractors)

RFS No. [EO will issue this number]

Month Year

**Prepared By
[Insert who]**

**REQUEST FOR SERVICES (RFS)
FOR [INSERT SERVICE NAME]**

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
1.0 REQUEST FOR SERVICES TIMELINE	X
2.0 PROCESS	X
3.0 SCOPE OF SERVICES	X
4.0 MINIMUM REQUIREMENTS	X
5.0 WORK ORDER TERM	X
6.0 SPECIFIC PROVISIONS	X
7.0 CONTACT WITH COUNTY PERSONNEL	X
8.0 VENDOR’S QUESTIONS	X
9.0 SOLICITATION REQUIREMENTS REVIEW	X
10.0 SUBMISSION INSTRUCTIONS	X
11.0 TRUTH AND ACCURACY OF REPRESENTATIONS	X
12.0 VENDOR’S RESPONSE	X
13.0 EVALUATION AND SELECTION PROCESS	XX
14.0 NON-SELECTED RESPONDENT RIGHTS	XX
15.0 WORK ORDER AWARD	XX
16.0 NOTICE TO VENDORS REGARDING THE PUBLIC RECORDS ACT	XX
17.0 COUNTY RIGHTS AND RESPONSIBILITIES	XX

ATTACHMENTS

ATTACHMENT 1: - STATEMENT OF WORK

ATTACHMENT 2: - TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

ATTACHMENT 3 – RESPONSE COVER SHEET

ATTACHMENT 4 - RESPONSE TO REQUESTED INFORMATION

ATTACHMENT 5 – REFERENCES

ATTACHMENT 6 - STAFFING PLAN AND PRICING SCHEDULE[Example]

REQUEST FOR SERVICES FOR **[INSERT SERVICE]**

1.0 REQUEST FOR SERVICES TIMELINE

County Department/Commission:

Request for Services (RFS) Number: CAPSMA – EO -#

Release Date:

Written Questions Due Date:

Solicitations Requirements Review:

Question and Answer Release:

Response Due Date and Time:

2.0 PROCESS

Through this RFS, **[insert EO or commission]** is soliciting for a Work Order, subordinate to the Consulting and Professional Services Master Agreement (CAPSMA) with a qualified corporation, firm, or individual (Vendor), who can provide **[insert brief description of service]**. Vendors interested in this RFS, who do not have an executed CAPSMA, must also respond and be awarded a CAPSMA through the Request for Qualifications (RFQ) for a CAPSMA available on the [Solicitation Search – Doing Business With](#). The selected Vendor must have an executed CAPSMA with the EO prior to award of a Work Order pursuant to this RFS.

3.0 SCOPE OF SERVICES

3.1 Background

3.2 Purpose

3.3 Services

ATTACHMENT 1 – STATEMENT OF WORK describes the range of services that may be requested from time to time using Attachment 1A, Service Request.

4.0 MINIMUM REQUIREMENTS

Interested Vendors that can demonstrate their ability to provide the services in this RFS, Section 3.3 - Scope of Services, are encouraged to respond to this solicitation provided they meet the following minimum requirements:

- 4.1 A) Vendor must have a current status as a CAPSMA contractor.

OR

B) Vendors that do not have a current status as a CAPSMA contractor may respond to this RFS if they submit a Response to EO's RFQ for CAPSMA and are issued a CAPSMA. Vendors who fall into this category must respond to BOTH the RFQ and this RFS by **DATE/TIME**. These Vendors must meet the qualifications to be a CAPSMA contractor in order for their Response to this RFS to be considered. The RFQ can be found at: [Solicitation Search – Doing Business With](#)

- 4.2 **[Insert your requirements here]** Vendor or Principal of Vendor must have minimum of three (3) years of experience within the last five (5) years

- 4.3 **(This requirement only applies to Vendors that have had a County contract reviewed by the Department of the Auditor-Controller within the last 10 years).** Vendor does not have unresolved questioned costs identified by the Department of the Auditor-Controller, in an amount over \$100,000, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

5.0 WORK ORDER TERM

The term of the Work Order will be for **[insert time]** from the time of execution with one (1) option to extend for an additional **[insert time]** as required by business needs within EO.

County reserves the right to further extend the term of the resultant Work Order at its sole discretion, to allow the selected Vendor additional time to complete and provide all deliverables at no additional cost to County.

6.0 CONTACT WITH COUNTY PERSONNEL

All communication regarding this Solicitation or any matter relating thereto must be in writing and e-mailed to the following:

CAPSMA Administrator
E-mail address: CAPSMA@bos.lacounty.gov

If it is discovered that Vendor contacted and received information from any County personnel, other than the contact specified above, regarding this solicitation, County, in its sole determination, may disqualify their Response from further consideration.

7.0 VENDOR'S QUESTIONS

Vendors may submit written questions regarding this solicitation to the e-mail address identified in Section 6.0 – Contact with County Personnel. All questions submitted will be compiled, without identifying the submitting Vendor and, along with the appropriate answers, will be issued as an addendum to the RFS and made available on the [Solicitation Search – Doing Business With](#)

When submitting questions, identify the solicitation title and number in the subject line. The body of the e-mail should indicate the solicitation section number and page number and quote the language that prompted the question. County reserves the right to group similar questions when providing answers. Any questions regarding the solicitation process after the initial due date and time may be submitted to the contact listed in Section 6.0 – Contact with County Personnel.

8.0 SOLICITATION REQUIREMENTS REVIEW

Any person or entity may seek a Solicitation Requirements Review by submitting ATTACHMENT 2 – TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW to the EO as described in this Section. A request for a Solicitation Requirements Review may be denied, in the EO's sole discretion, if the request does not satisfy all of the following criteria:

1. The request is made within the time frame identified in the solicitation document;
2. The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a Response;
3. The request itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request asserts that either:
 - a. application of the minimum requirements, review criteria and/or business requirements unfairly disadvantages the person or entity; or,

- b. due to unclear instructions, the process may result in County not receiving the best possible Responses from prospective Vendors.

Requests for a Solicitation Requirements Review not satisfying all of these criteria may, in the EO's sole discretion, be denied. The Solicitation Requirements Review shall be completed and EO's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the Response due date.

10.0 SUBMISSION INSTRUCTIONS

Vendor shall email one (1) PDF Response to the e-mail address listed in Section 6.0 – Contact with County Personnel, by the Response Due Date and Time indicated on page 1 of this solicitation. It is the sole responsibility of the submitting Vendor to ensure that its solicitation Response is received before the submission deadline.

11.0 TRUTH AND ACCURACY OF REPRESENTATIONS

False, misleading, incomplete, or deceptively unresponsive statements in connection with any Response shall be sufficient cause for rejection of the Response. The review and determination in this area shall be at the sole judgment of the Executive Officer and his/her judgment shall be final. A Vendor who is disqualified pursuant to this Section 11.0 may be debarred from working with the County.

12.0 VENDOR'S RESPONSE

The RFS Response shall be submitted in PDF format, and shall contain the following content and be prepared in the following sequence:

ATTACHMENT 3 – RESPONSE COVER SHEET

ATTACHMENT 4 - RESPONSE TO REQUESTED INFORMATION

ATTACHMENT 5 – REFERENCES

ATTACHMENT 6- STAFFING AND PRICING SCHEDULE **[Example]**

13.0 REVIEW AND SELECTION PROCESS

County reserves the sole right to exercise its judgment concerning the selection and review of the contents of the Responses submitted pursuant to this RFS and to determine which Respondent best serves the interests of the County.

As a result of this RFS, County may:

1. Request further information, documents, presentations, demonstrations, and/or conference call(s) or in-person interviews substantiating Vendors' qualifications, experience, and readiness to provide the services described in the RFS; and/or
2. Enter into a Work Order based on Vendor's submission; or
3. Take no further action.

13.1 Response Selection Process

The selection process will begin with receipt of the Response by the Response Due Date and Time. Any Responses received after the "Response Due Date and Time," as listed in Section 1.0, REQUEST FOR SERVICES TIMELINE, **will be eliminated from consideration by EO** {insert alternative language if the RFS is kept open with an initial due date whereby those response received will be reviewed and any responses received after the initial due date will be reviewed as received}. Review of received Responses will be conducted as follows by EO Contracts staff:

A. Adherence to the Minimum Requirements

An acceptable or unacceptable determination will be made of Vendor's Response to ATTACHMENT 4 - RESPONSE TO REQUESTED INFORMATION, Section 3.1, Vendor's Minimum Requirements, to see if Vendor meets the Minimum Requirement as outlined in Section 4.0, MINIMUM REQUIREMENTS, of this RFS. Failure by Vendor to comply and demonstrate that it meets the Minimum Requirements may, in County's sole discretion, result in its Response being disqualified without further review and consideration.

B. Verification Process

A review will be conducted of the Vendor's references provided in ATTACHMENT 5 – REFERENCES, as acceptable or unacceptable. The review also includes, but is not limited to, a review of the Auditor Controller's Intranet website, and the Contractor Alert Reporting Database reflecting past performance history on County contracts.

Vendor must provide four references (2 plus 2 alternates) who can validate Vendor's experience and dates of service listed in ATTACHMENT 5 - REFERENCES. It is the sole responsibility of Vendor to ensure that the reference contact information is up to date, and the reference contact person has been notified. County

may disqualify Vendor if any reference fails to uphold any of the requested information or is unreachable within a reasonable effort.

C. Vendor's Personnel and Experience

Vendor's Response will be evaluated on the appropriateness and suitability of its response to ATTACHMENT 4 - RESPONSE TO REQUESTED INFORMATION, Section 3.2, Background and Experience to determine if Vendor has the qualifications, experience, and capacity to provide the services outlined herein.

D. Vendor's Staffing and Pricing Schedule [if applicable]

A review will be conducted on the appropriateness and suitability of Vendor's response to ATTACHMENT 6 - STAFFING AND PRICING SCHEDULE.

13.2 Disqualification Review

A Response may be disqualified from consideration because EO determined it was non-responsive at any time during the Response review/selection process. If EO determines that a Response is disqualified due to non-responsiveness, EO shall notify Vendor in writing.

Upon receipt of the written determination of non-responsiveness, Vendor may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

A request for a Disqualification Review may, in EO's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The request for a Disqualification Review is submitted within the timeframe specified in the disqualification documents; and
2. The request for a Disqualification Review asserts that EO's disqualification of the Response was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

Requests for a Disqualification Review not satisfying all these criteria may, in EO's sole discretion, be denied. The Disqualification Review shall be completed and the determination shall be provided to the requesting Vendor, in writing, prior to the conclusion of the selection process.

14.0 NON-SELECTED RESPONDENT RIGHTS

14.1 Debriefing Process

Upon completion of the a review, EO shall notify the remaining Vendors in writing that the Department is entering into a Work Order with another Vendor. Upon receipt of this notice, any non-selected Vendor may submit a written request for a Debriefing within the timeframe specified in the notice. A request for a Debriefing may, in EO's sole discretion, be denied if the request is not received within the specified timeframe.

The purpose of the Debriefing is to compare the requesting Vendor's Response to the Solicitation document with the review document. The requesting Vendor shall be debriefed only on its Response. Because Work Order negotiations are not yet completed, Responses from other Vendors shall not be discussed or disclosed.

Vendor may submit an appeal within two (2) days after the Debriefing if the requesting Vendor is not satisfied with the results of the Debriefing.

14.2 Protest Process

County will consider any protest regarding Vendors not recommended for award of a Work Order under this RFS or a Service Request, if such protest would change the outcome of the Work Order or Service Request award selection and is received in writing by the EO by the deadline indicated in the notice of non-selection. A protest may, in EO's sole discretion be denied if the request does not satisfy all of the following criteria.

The request for an protest is submitted timely;

The person or entity appealing asserts, in appropriate detail with factual reasons, one or more of the following grounds for review:

- A. County materially failed to follow procedures specified in its RFS.

This includes:

1. Failure to correctly apply the standards for reviewing the Response format requirements.
2. Failure to correctly apply the standards and/or follow the prescribed methods, for reviewing the Responses as specified in the RFS.

3. Use of review and selection criteria that was different from the criteria disclosed in the RFS.
- B. A member of the Review Committee demonstrated bias in the conduct of the review.
- C. Another basis for review as provided by State or federal law.

Vendors will be notified by EO of the decision on any protest which is received by EO in a timely manner. Such notification will explain the basis for the decision. The EO's decision on any protest will be final.

15.0 WORK ORDER AWARD

A Work Order will be executed with the selected Vendor(s) as authorized under delegated authority by the County's Board of Supervisors.

16.0 NOTICE TO VENDORS REGARDING THE PUBLIC RECORDS ACT

- 16.1 Responses to this solicitation shall become the exclusive property of County.
- 16.2 Exceptions to disclosure are those parts or portions of all Responses that are justifiably defined as business or trade secrets and plainly marked by the Vendor as "Trade Secret", "Confidential", or "Proprietary".
- 16.3 County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the Response as confidential shall not be deemed sufficient notice of exception. The Vendors must specifically label only those provisions of their respective Response which are "Trade Secrets", "Confidential", or "Proprietary" in nature.**
- 16.4 In the event 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 Response marked "Trade Secrets", "Confidential", or "Proprietary", Vendor agrees to defend and indemnify County from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection with the Public Records Act request.

17.0 COUNTY RIGHTS AND RESPONSIBILITIES

County has the right to amend, re-issue, or cancel this RFS by written addendum. County is responsible only for that, which is expressly stated in this solicitation document and any authorized written addenda thereto. Such addendum shall be made available [Solicitation Search – Doing Business With](#). Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Response not being considered, as determined in the sole discretion of County. County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	10/29/2025	
BOARD MEETING DATE	11/18/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Chief Executive Office	
SUBJECT	Annual LAC-CAL Bond Anticipation Notes Board Letter (FY 2025-26)	
PROGRAM	Los Angeles County Capital Asset Leasing (LAC-CAL) Equipment Program	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS	N/A	
COST & FUNDING	Total cost: \$54,140,000	Funding source: Bond Anticipation Notes (BANs) financing
	TERMS (if applicable): The term of the equipment financing will be consistent with the estimated useful life of the assets being financed (between three to five years).	
	Explanation: Upon the Board's approval, BANs will be issued to provide interim financing for equipment acquisition. The Auditor-Controller collects monthly payments from the participating County Departments, which are used to pay the debt service on outstanding BANs and future debt securities issued to refinance the BANs. Funding for equipment financing payments due in Fiscal Year (FY) 2025-26 has been included in the FY 2025-26 Final Adopted Budget.	
PURPOSE OF REQUEST	Recommend approving the issuance of BANs in an aggregate amount not-to-exceed \$54,140,000 to finance the acquisition of various equipment through the LAC-CAL Equipment Program in FY 2025-26; and adopting the Resolution of the Board of Supervisors of the County of Los Angeles declaring its intention to reimburse certain capital expenditures from the proceeds of tax-exempt obligations.	
BACKGROUND (include internal/external issues that may exist including any related motions)	This is a routine annual Board letter seeking the Board's approval on equipment financing through the LAC-CAL Equipment Program. Each year this program finances major equipment purchases such as vehicles, machinery, medical equipment, and computers for County Departments.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Lilly Qi, Principal Analyst, (213) 893-2476, Lqi@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

ACTING CHIEF EXECUTIVE OFFICER

Joseph M. Nicchitta

November 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:

**BOND ANTICIPATION NOTES
AUTHORIZATION AND REIMBURSEMENT RESOLUTION
(ALL DISTRICTS) (3-VOTES)**

SUBJECT

These actions will provide interim financing for equipment acquisitions by various Los Angeles County (County) departments, enabling the County to maximize reimbursement for costs related to the financing of this equipment.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the issuance of short-term Bond Anticipation Notes (BANs) in an aggregate amount not-to-exceed \$54,140,000 to finance the acquisitions of various equipment through the Los Angeles County Capital Asset Leasing Corporation (LAC-CAL).
2. Adopt the Resolution of the Board of Supervisors (Board) of the County of Los Angeles, declaring its intention to reimburse certain capital expenditures from the proceeds of tax-exempt or taxable obligations (2025-26 Equipment BANs Program).



PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Adoption of the recommended actions will authorize the issuance of short-term BANs to provide interim financing of equipment acquisitions for County departments and enable the County to maximize reimbursement for costs related to the financing of this equipment in accordance with federal tax regulations. This routine Board letter is submitted to seek Board authorization on the LAC-CAL Equipment Program acquisition.

BANs Authorization for Equipment Acquisitions

The recommended actions will authorize the issuance of BANs in an aggregate amount not-to-exceed \$54,140,000 to provide interim financing for equipment acquisitions by various County departments. The summary of the \$54,140,000 in authorized equipment purchases using the LAC-CAL Equipment Program is attached to the Reimbursement Resolution recommended for adoption as part of this action.

The BANs will be issued by LAC-CAL and purchased as an investment by the County Treasury Pool in an amount sufficient to acquire and deliver the identified equipment. Subsequently, the BANs will be refinanced by issuing intermediate-term lease-revenue bonds or other debt securities. Proceeds from the sale of the debt securities will be used to redeem the outstanding BANs from the Treasury Pool.

Due to procurement or delivery delays, authorized LAC-CAL equipment acquisitions are occasionally received in the fiscal year following the one in which they were initiated. The BANs authorization may be carried over into a subsequent fiscal year to fund these acquisitions.

Reimbursement Resolution

In addition to authorizing the issuance of BANs for equipment acquisitions, we are requesting that the Board adopt the enclosed Reimbursement Resolution. The Reimbursement Resolution is required by federal tax regulations to enable the County to be reimbursed for prior capital expenditures from the future issuance of tax-exempt or taxable obligations and will enable the County to maximize reimbursement for costs related to equipment financing for various County departments.

Federal Tax Requirements

The current regulations governing the reimbursement of expenditures from tax-exempt obligations are found in Treasury Regulation 1.150-2. To ensure the

continued recovery of allowable expenditures related to equipment acquisitions, the regulations require the

Board to adopt an official intent in the form of the Reimbursement Resolution, which states the following:

- The Board's intention to finance capital expenditures related to equipment acquisitions through the issuance of tax-exempt or taxable obligations;
- A general description of the proposed project for which the original expenditures are paid;
- The maximum principal amount of obligations expected to be issued for the project; and
- Identification of the expected source(s) of funds from which the original expenditures are paid.

The enclosed Reimbursement Resolution complies with federal tax regulations and will allow for maximum reimbursement of County expenditures for equipment from the future sale of debt obligations. A description of the proposed equipment is attached to the Reimbursement Resolution for your review.

Implementation of Strategic Plan Goals

The recommendations support the Board-adopted County Strategic Plan: North Star 3, Realize Tomorrow's Government Today; Focus Area Goal G. – Internal Controls and Processes; Strategy ii. – Manage and Maximize County Assets, by optimizing and leveraging resources to provide cost-effective financing for the County's equipment acquisitions.

FISCAL IMPACT/FINANCING

Adoption of the recommended actions will enable the County to issue BANs to provide interim financing for equipment acquisitions and maximize reimbursement of County expenditures for equipment from the future sale of debt obligations. The term of the equipment financing is expected to match the estimated useful life of

the assets being financed (usually between three and five years). The Auditor-Controller collects monthly payments from County departments participating in the LAC-CAL Equipment Program, which are used to pay the debt service on outstanding BANs and future debt securities issued to refinance the BANs. Funding

for equipment financing payments due in Fiscal Year 2025-26 has been included in the Fiscal Year 2025-26 Final Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed Reimbursement Resolution has been reviewed by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will ensure the continuation of the long-standing practice of using the LAC-CAL Equipment Program to provide cost-effective financing for the County's capital equipment needs.

CONCLUSION

Upon adoption of the recommendations, please forward an adopted copy of this Board letter and an executed copy of the Reimbursement Resolution to the Chief Executive Office, Capital Programs Division.

Respectfully submitted,

JOSEPH M. NICCHITTA
Acting Chief Executive Officer

JMN:JG:JTC
VBM:JY:LQ:SC

Enclosure

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Treasurer and Tax Collector

**RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES
DECLARING ITS INTENTION TO REIMBURSE CERTAIN CAPITAL EXPENDITURES
FROM THE PROCEEDS OF TAX-EXEMPT OR TAXABLE OBLIGATIONS
(2025-26 EQUIPMENT BANs PROGRAM)**

WHEREAS, from time to time the County of Los Angeles (the "County") desires and intends to undertake the purchase of tangible personal property having a useful life of three years or more (the "Equipment"), as set forth in the schedule attached hereto; and

WHEREAS, no funds of the County or of any other entity which is a part of the controlled group of which the County is a part (the "Controlled Group"), as such term is defined in Section 1.150-1 of the United States Treasury Regulations under the Internal Revenue Code of 1986, as amended (the "Treasury Regulations") are, or are reasonably expected to be, allocated, reserved or otherwise set aside in the County's budget or in the Controlled Group's budget on a long-term basis to pay the costs of the Equipment; and

WHEREAS, the costs of the Equipment will initially be paid from the proceeds of Bond Anticipation Notes ("BANs") issued by the Los Angeles County Capital Asset Leasing Corporation ("LAC-CAL") and purchased by the Los Angeles County Treasury Pool; and

WHEREAS, the costs of the Equipment paid with the proceeds of the BANs are expenditures of a type which are properly chargeable to a capital account under general federal income tax principles in connection with the Equipment, and

WHEREAS, the County expects to issue tax-exempt or taxable obligations ("Obligations") to reimburse the capital expenditures of the County with respect to the Equipment which were paid with the proceeds of the BANs; and

WHEREAS, upon issuance of the Obligations, the County will: (1) evidence the reimbursement allocation with an entry in the books or records which it maintains with respect to the Obligations, (2) identify in such entry the actual prior expenditure being reimbursed or the fund from which the expenditure was paid, and (3) be relieved of any restrictions under the relevant legal documents and applicable state law with respect to the amount received as reimbursement as a result of the reimbursement allocation; and

WHEREAS, this Resolution will be reasonably available for public inspection within a reasonable period of time after its date of adoption and in the manner governing the public availability of records of other official acts of the County Board of Supervisors; and

NOW, THEREFORE, this Board does find, resolve, determine, and order that in accordance with Treasury Regulation Section 1.150-2, the County declares its intention to issue Obligations to finance the Equipment in an amount not to exceed \$54,140,000, the proceeds of which will be used to reimburse the County for capital expenditures paid for the Equipment prior to the issuance of said Obligations.

Page 2 of 4

The foregoing Resolution was adopted on the _____ day of _____, 2025, by the Board of Supervisors of the County of Los Angeles and *ex-officio* the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts.

EDWARD YEN,
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By 
Senior Deputy County Counsel

SCHEDULE ATTACHMENT
TO
RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES
DECLARING ITS INTENTION TO REIMBURSE CERTAIN CAPITAL EXPENDITURES
FROM THE PROCEEDS OF TAX-EXEMPT OR TAXABLE OBLIGATIONS
(2025-26 EQUIPMENT BANs PROGRAM)

**LOS ANGELES COUNTY CAPITAL ASSET LEASING (LAC-CAL)
EQUIPMENT PROGRAM ACQUISITION
Summary of Authorized Transactions/Financing Uses by Department - All Funds**

Department	Equipment Category	Anticipated 2025-26 Acquisitions
General Fund		
Internal Services Department	Computers, Midrange/Departmental	\$ 286,000
Internal Services Department	Vehicles and Transportation Equipment	8,191,000
Sheriff Department	Vehicles and Transportation Equipment	45,663,000
Total General Fund		<u>\$ 54,140,000</u>
Total Financing		\$ 54,140,000

The equipment identified on this page reflects County equipment requirements to be financed through the LAC-CAL Equipment Program in Fiscal Year 2025-26. The Board has not allocated, reserved, or otherwise set aside any funds in the County's 2025-26 Final Adopted Budget to purchase the equipment identified above.

It is officially the intention of the Board that the acquisition of such equipment be initially funded through the issuance of Bond Anticipation Notes (BANs) or another short-term financing mechanism. The BANs will be issued through the LAC-CAL Equipment Program and purchased as an investment by the County Treasury Pool in an amount sufficient to acquire and deliver the identified equipment. Any such costs, which are initially funded by BANs, will be properly capitalized under general federal income tax principles.

Further, the Board expects the outstanding BANs to be redeemed and the County Treasury Pool to be reimbursed, through the issuance of tax-exempt or taxable, intermediate-term lease revenue bonds, certificates of participation, or through leases with third-party lessors. The amounts specified above represent the maximum principal amounts of such intermediate-term obligations to be issued for the specified equipment.

These official intentions of the Board with respect to the LAC-CAL Equipment Program have been specified in accordance with U.S. Treasury Regulation 1.150-2.

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	10/29/2025		
BOARD MEETING DATE	11/18/2025		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input checked="" type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Child Support Services		
SUBJECT	15-year Lease Renewal for 48,794 SF at 5500 S Eastern Ave., Commerce, CA		
PROGRAM	Division 2, Intergovernmental Division, and the Customer Contact Center Division.		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.		
DEADLINES/ TIME CONSTRAINTS	None		
COST & FUNDING	Total cost: \$29,892,000	Funding source: The rental costs will be funded by State and Federal funds with the current subvention rate of 97 percent and three percent by net County cost (NCC) that is already included in CSSD's existing budget. The subvention rate may be subject to change in future years and any NCC variance will be absorbed by CSSD. CSSD will not be requesting additional NCC for this action.	
	TERMS (if applicable): The proposed lease will have an estimated maximum first year base rental cost of \$1,611,000 but with a one month rent abatement of approximately \$135,000, will equal \$1,476,000. The landlord will be responsible for all operating expenses, including utilities, janitorial, repair and maintenance to the building. The County has the right to terminate the lease, up to October 1, 2030, if CSSD loses 17% or more of the total department funding as compared to the Adopted Budget for the immediately preceding fiscal year. If the one 5-year option to extend at FMV is exercised, total term will be 20 years.		
	Explanation: Sufficient funding to cover the proposed rent for the first year of the proposed lease term will be included in the Fiscal Year 2025-26 Rent Expense budget and will be billed back to the CSSD. CSSD has sufficient funding in its FY 2025-26 Operating Budget to cover the proposed rent for the first year. Future funding for the costs associated with the proposed lease will be addressed through the annual budget process for CSSD.		
PURPOSE OF REQUEST	Approval of the recommended action will authorize and provide continued use of office space for CSSD without disruption to services and avoid costly relocation costs		
BACKGROUND (include internal/external issues that may exist including any related motions)	The County has occupied the subject facility since October 1999. CSSD originally occupied 42,250 square feet, and in January 2004, expanded into more space, occupying the entire building consisting of 48,794 square feet. The existing lease will expire on January 31, 2026		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:		
DEPARTMENTAL CONTACTS	Alexandra Nguyen-Rivera Section Chief, Leasing CEO Real Estate Division 213-974-4189 arivera@ceo.lacounty.gov		



**Chief
Executive
Office.**

COUNTY OF LOS ANGELES

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

ACTING CHIEF EXECUTIVE OFFICER

Joseph M. Nicchitta

"To Enrich Lives Through Effective and Caring Service"

November 18, 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:

**FIFTEEN YEAR LEASE
CHILD SUPPORT SERVICES DEPARTMENT
5500 SOUTH EASTERN AVENUE, COMMERCE
(FOURTH DISTRICT) (3 VOTES)**

SUBJECT

Approval of a proposed fifteen-year lease to renew an existing lease to provide the Child Support Services Department (CSSD) continued use of 48,794 square feet of office space and 195 on-site parking spaces for Division 2, Intergovernmental Division, and the Customer Contact Center Division.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed lease is exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and in the record of the project.
2. Authorize the Chief Executive Officer, or her designee, to execute the proposed lease with Omninet Commerce Owner, LLC, a Delaware limited liability company (Landlord), for approximately 48,794 square feet of office space and 195 on-site parking spaces located at 5500 South Eastern Avenue, Commerce (Premises) to be occupied by CSSD. This proposes a lease for a term of more than ten years, to wit, for a term of 15 years. The estimated maximum first year base rental cost is \$1,611,000, but with a one month rent abatement of approximately \$135,000, will equal \$1,476,000. The estimated total proposed lease cost is \$29,892,000 over the 15-year term. The rental costs will be funded by State and Federal funds with the current subvention rate of 97 percent and 3 percent by net County cost (NCC) that is already included in CSSD's existing budget. The subvention rate may be

subject to change in future years and any NCC variance will be absorbed by CSSD. CSSD will not be requesting additional NCC for this action.

3. Authorize and direct the Chief Executive Officer, or her designee, to execute any other ancillary documentation necessary to effectuate the proposed lease, and to take actions necessary and appropriate to implement the proposed lease, including, without limitation, exercising any early termination rights and any option to extend at fair market value for an additional five years.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The County of Los Angeles (County) has occupied the subject facility since October 1999. CSSD originally occupied 42,250 square feet of office space, and in January 2004, expanded into more space, occupying the entire building consisting of 48,794 square feet. The existing lease will expire on January 31, 2026. CSSD provides direct services at the Premises which include enforcement of the financial responsibility of parents to support their children.

The Premises houses approximately 317 budgeted positions using 259 workstations. If duties permit, staff have a telework schedule of up to 50 percent of the time. Additionally, there are an estimated 60 visitors per day, and each visitor is at the Premises for approximately two hours.

The proposed lease will enable CSSD to remain and serve the County, avoid relocation costs, and interruption of services. CSSD is centrally located within the County and is in close proximity to public transportation, with several bus stops within walking distance.

Implementation of Strategic Plan Goals

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

The proposed lease is also consistent with the Strategic Asset Management Goal Prioritize needs to optimize highest and best use of assets and Key Objective No. 5 - Fund Highest Priority Needs.

The proposed lease supports the above goals and objective by increasing the number of custodial parents receiving child support enforcement services who receive full and timely child support payments.

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

FISCAL IMPACT/FINANCING

The estimated maximum first year base rental cost is \$1,611,000, which includes parking at no additional cost, but with one month rent abatement of \$135,000 totals \$1,476,000. The aggregate cost associated with the proposed lease over the entire term, including one month of rent abatement is \$29,892,000, as shown in Enclosure B-1. The rental costs will be funded by State and Federal funds with the current subvention rate of 97 percent and 3 percent by NCC that is already included in CSSD existing budget. The subvention rate may be subject to change in future years and any NCC variance will be absorbed by the CSSD. CSSD will not be requesting additional NCC for this action.

Sufficient funding to cover the proposed rent for the first year of the proposed lease term is included in the Fiscal Year (FY) 2025-26 Rent Expense budget and will be billed back to CSSD. CSSD has sufficient funding in its FY 2025-26 Operating Budget to cover the proposed rent for the first year. Future funding for the costs associated with the proposed lease will be addressed through the annual budget process for CSSD.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

- Upon commencement of the proposed lease, the annual rental rate will increase from \$32.60 per square foot, per year, to \$33 per square foot, per year. Base rent is subject to annual increases based on fixed annual increases of three percent.
- The Landlord has agreed to one month of rent abatement.
- The Landlord, at Landlord's sole cost and expense, shall refresh the Premises as outlined in the proposed lease.
- The Landlord is responsible for all operating and maintenance cost of the building, including all utilities and janitorial costs. The County has no responsibility for any operating and maintenance costs.
- There are 195 on-site parking spaces included in the base rent at no additional cost.
- A comparison of the existing lease and the proposed lease is shown in Enclosure B-2.
- The proposed lease includes a 15-year initial term with one option to extend the lease for an additional five years with no less than a 12 months' notice, nor earlier than 15 months, prior to the end of the initial term, at fair market rent. If the option is exercised, the total term of the proposed lease will be 20 years.

- The County will also have the right to terminate the proposed lease any time after the 12th year, with 270 days' prior written notice.
- The County will also have the right to terminate the proposed lease, up to October 1, 2030, if CSSD loses 17percent or more of the total department funding as compared to the Adopted Budget for the immediately preceding fiscal year. The County shall deliver written notice to the Landlord within the first 30 days' following such loss of funding and the lease will terminate effective as of the 180th day following the Landlord's receipt of written notice.
- Holdover at the proposed lease expiration is permitted on the same lease terms and conditions. The monthly base rent during the holdover period will remain the same and subject to the regular annual increases.
- The proposed lease will be effective upon approval by the Board and full execution of the proposed lease, but the term and rent will commence on February 1, 2026, upon the existing lease expiration on January 31, 2026.

The Chief Executive Office conducted a market search of available office space for lease but was unable to identify any sites that could accommodate this requirement more economically. Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$27.60 and \$35.40 per square foot, per year. The base annual rental rate of \$33 per square foot, per year, for the proposed lease represents a rate that is within market range for the area. Further, relocation to a new building would require costly new tenant improvements and disrupt services. We recommend the proposed Premises as the most suitable to meet the County's space requirements.

Co-working office space is not a viable option as the Premises provides direct services to the public.

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

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

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

The proposed lease will continue to provide a suitable location for the CSSD, which is consistent with the County's Facility Location Policy, adopted by the Board on July 24,

2012, as outlined in Enclosure D.

ENVIRONMENTAL DOCUMENTATION

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

Upon the Board's approval of the recommended actions, a Notice of Exemption will be filed with the Registrar-Recorder/County Clerk and with the State Clearinghouse in the Office of Land Use and Climate Innovation in accordance with section 21152 (a) of the California Public Resources Code and will be posted to the County's website pursuant to section 21092.2.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

Respectfully submitted,

JOSEPH M. NICCHITTA
Acting Chief Executive Officer

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

Enclosures

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

**DEPARTMENT OF CHILD SUPPORT SERVICES
5500 SOUTH EASTERN AVENUE, COMMERCE**

Asset Management Principles Compliance Form¹

1.	<u>Occupancy</u>		Yes	No	N/A
A	Does lease consolidate administrative functions? ²				X
B	Does lease co-locate with other functions to better serve clients? ²		X		
C	Does this lease centralize business support functions? ²		X		
D	Does this lease meet the guideline of 200 sq. ft of space per person? ² Based on 317 staff, it is approx. 154 SF per person due to a public lobby.			X	
E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? ²		X		
F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location? ²		X		
2.	<u>Capital</u>				
A.	Is it a substantial net County cost (NCC) program?			X	
B	Is this a long-term County program?		X		
C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?			X	
D	If no, are there any suitable County-owned facilities available?			X	
E	If yes, why is lease being recommended over occupancy in County-owned space?				X
F	Is Building Description Report attached as Enclosure C?				X
G	Was build-to-suit or capital project considered? ²			X	
3.	<u>Portfolio Management</u>				
A	Did department use CEO Space Request Evaluation (SRE)?		X		
B	Was the space need justified?		X		
C	If a renewal lease, was co-location with other County departments considered?			X	
D	Why was this program not co-located with other County departments?				
	1. ____ The program clientele requires a "stand alone" facility.				
	2. <u> X </u> No suitable County occupied properties in project area.				
	3. <u> X </u> No County-owned facilities available for the project.				
	4. ____ Could not get City clearance or approval.				
	5. ____ The Program is being co-located.				
E	Is lease a full-service lease? ²		X		
F	Has growth projection been considered in space request?		X		
G	¹ Has the Dept. of Public Works completed seismic review/approval?		X		
¹ As adopted by the Board of Supervisors 11/17/98					
² If not, why not?					

ENCLOSURE B-1

OVERVIEW OF THE PROPOSED BUDGETED LEASE COSTS																
5500 S EASTERN AVENUE, COMMERCE																
CHILD SUPPORT SERVICES																
Basic Lease Assumptions																
Leased Area (sq.ft.)	48,794															
Parking Spaces	195															
	Monthly	Annual														
Rent (per sq. ft.)	\$2.75	\$33.00														
Term (Months)	180	15														
Rent Abatement	1															
Annual Rent Adjustment (Initial Term)	3%															
	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year	6 th Year	7 th Year	8 th Year	9 th Year	10 th Year	11 th Year	12 th Year	13 th Year	14 th Year	15 th Year	Total 15 Year Rental Costs
Annual Base Rent Costs	\$1,611,000	\$1,660,000	\$1,710,000	\$1,762,000	\$1,815,000	\$1,870,000	\$1,927,000	\$1,985,000	\$2,045,000	\$2,107,000	\$2,171,000	\$2,237,000	\$2,305,000	\$2,375,000	\$2,447,000	\$30,027,000
Rent Abatement	(\$135,000)															(\$135,000)
Total Annual Lease Costs	\$1,476,000	\$1,660,000	\$1,710,000	\$1,762,000	\$1,815,000	\$1,870,000	\$1,927,000	\$1,985,000	\$2,045,000	\$2,107,000	\$2,171,000	\$2,237,000	\$2,305,000	\$2,375,000	\$2,447,000	\$29,892,000
*Calculation note: All numbers are rounded up to ensure sufficient funds available to pay the specified expense.																

COMPARISON OF THE PROPOSED LEASE TO EXISTING LEASE

	Existing Lease: 5500 South Eastern Ave	Proposed Lease: 5500 South Eastern Ave	Change
Area (Square Feet)	48,794 sq.ft.	48,794 sq.ft.	No change
Term (years)	10 years	15 years plus one, five-year option to renew	15 years with one, five-year option to renew.
Annual Base Rent* (Base rent includes <u>195</u> parking spaces)	\$1,591,000	\$1,476,000 which includes one month of rent abatement of approximately \$135,000	-\$115,000
Rental rate adjustment	Annual CPI adjustments capped at three percent with no minimum.	Fixed three percent annual adjustment	Fixed three percent annual adjustment

*Based on first year costs only.

*Calculation note: All numbers are rounded up

**DEPARTMENT OF CHILD SUPPORT SERVICES
SPACE SEARCH – 3 MILE RADIUS FROM
5500 SOUTH EASTERN AVENUE, COMMERCE**

LACO	Facility Name	Address	Ownership	Gross SQFT	Net SQFT	Available SF
10260	HS-Human Resources	5801 E. Slauson Ave, Commerce, CA 90040	Leased	26360	25042	NONE
12030	<u>Savbrook Annex</u>	6300 E Northside Dr, East Los Angeles, CA 90022	Owned	8240	7828	NONE
4465	DF Kirby Center - Administration Building	1500 S McDonnell Ave, Commerce, CA 90022	Owned	17266	9555	NONE
10397	DMH - Human Resources	5601 E Slauson Ave, Commerce, CA 90040	Leased	24357	23139	NONE
A157	DCFS - Belvedere (SPA 7)	5835 S Eastern Ave, Commerce, CA 90040	Leased	38814	36873	NONE
A069	5900 S. Eastern Ave	5900 S. Eastern Avenue, Commerce, CA 90040	Leased	10000	9500	NONE
A133	Child Support Services - Division II Headquarters	5770 S Eastern Ave, Commerce, CA 90040	Leased	84477	63413	NONE
A332	Child Support Services - Training/IT Division	5500 S Eastern Ave, Commerce, CA 90040	Leased	48794	46794	NONE
A157	DCFS - Belvedere (SPA 7)	5835 S Eastern Ave, Commerce, CA 90040	Leased	38814	36873	NONE
A460	DHS - Ferguson Administrative Services Center	5555 Ferguson Dr, Commerce, CA 90022	Owned	10677	8993	NONE
A570	Health Services / Administrative	5701 S Eastern Ave, Commerce, CA 90040	Leased	24811	20757	NONE
A580	Fire - Administrative Headquarters Office Annex	5801 S Eastern Ave, Commerce, CA 90040	Leased	31355	28508	NONE
A381	PW - Incorporated City Office (Commerce)	2535 Commerce Way, Commerce, CA 90040	Gratis Use	2170	2170	NONE
A460	DHS - Ferguson Administrative Services Center	5555 Ferguson Dr, Commerce, CA 90022	Owned	1580	1331	NONE
A680	Public Library - Cudahy Library	5218 Santa Ana St, Cudahy, CA 90201	Leased	4396	3332	NONE
B460	DPSS - Gain Program Region VI Office	5460 Bandini Blvd, Bell, CA 90201	Leased	31400	21815	NONE
D090	Public Library - Chet Holifield Library	1060 S Greenwood Ave, Montebello, CA 90640	Leased	5500	4601	NONE
B059	District Attorney - Auto Insurance Fraud Unit	5999 E Slauson Ave, Commerce, CA 90040	Gratis Use	6840	6500	NONE
5428	DPSS - Belvedere AP District Office	5445 E Whittier Blvd, East Los Angeles, CA 90022	Owned	70493	48888	NONE
A190	Public Library - Bell Library	4411 E Gage Ave, Bell, CA 90201	Leased	5363	3990	NONE
A188	Sheriff - Internal Affairs Bureau/Risk Management	4900 S Eastern Ave, Commerce, CA 90040	Leased	10277	8775	NONE
A460	DHS - Ferguson Administrative Services Center	5555 Ferguson Dr, Commerce, CA 90022	Owned	162843	137165	NONE
Y460	DPSS - Cudahy A/P District Office	8130 S Atlantic Ave, Cudahy, CA 90201	Owned	30873	24212	NONE
P0000010	Probation Warehouse - 4710 S Eastern Ave	4710 S Eastern Ave, Bell, CA 90201	Leased	20116	19110	NONE

FACILITY LOCATION POLICY ANALYSIS

Proposed lease: Lease for the Department of Child Support Services – 5500 South Eastern Avenue, Commerce – Fourth District.

A. Establish Service Function Category – Division 2, Intergovernmental Division, and the Customer Contact Center

B. Determination of the Service Area – The existing location is centrally located within the County of Los Angeles in Commerce.

C. Apply Location Selection Criteria to Service Area Data

- Need for proximity to service area and population: Direct services are provided by CSSD and this is one of the busiest public facing sites.
- 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., several bus stops within walking distance on each corner of the location.
- Availability of affordable housing for County employees: The surrounding area provides for affordable housing and rental opportunities.
- Use of historic buildings: N/A
- Availability and compatibility of existing buildings: There are no alternative existing County buildings available to meet all of the CSSD's needs.
- Compatibility with local land use plans: The City of Commerce has been notified of the proposed County use which is consistent with its use and zoning for office space at this location.
- Estimated acquisition/construction and ongoing operational costs: The aggregate cost associated with the proposed lease over the entire term is \$29,892,000

D. Analyze results and identify location alternatives

Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$27.60 and \$35.40 per square foot, per year. The base annual rental rate of \$33 per square foot, per year for the proposed lease represents a rate that is within market range for the area. Further, relocation to a new building would require costly new tenant improvements and disrupt services. We recommend the proposed Premises as the most suitable to meet the County's space requirements.

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

The proposed lease will provide adequate and efficient office space for 317 employees consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012.

**COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE**

LEASE AGREEMENT

**COUNTY OF LOS ANGELES - Tenant
OMNINET COMMERCE OWNER, LLC - Landlord**

**5500 SOUTH EASTERN AVENUE
SUITES 110, 150 & 200
COMMERCE, CALIFORNIA**

TABLE OF CONTENTS

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

17.	ALTERATIONS AND ADDITIONS	17
17.1	Landlord Consent.....	17
17.2	End of Term	18
18.	CONDEMNATION.....	18
18.1	Controlling Terms.....	18
18.2	Total Taking	18
18.3	Partial Taking.....	18
18.4	Restoration	19
18.5	Award	19
18.6	Waiver of Statute	199
19.	INDEMNIFICATION.....	19
19.1	Landlord's Indemnity	19
19.2	Tenant's Indemnity.....	19
20.	INSURANCE	20
20.1	Waiver	20
20.2	General Insurance Provisions – Landlord Requirements.....	20
20.3	Insurance Coverage Types And Limits.....	23
20.4	Landlord Requirements.....	23
21.	PARKING	24
21.1	Tenant's Rights	24
21.2	Remedies	24
22.	ENVIRONMENTAL MATTERS.....	24
22.1	Hazardous Materials	24
22.2	Landlord Indemnity	25
22.3	Tenant Indemnity	25
23.	ESTOPPEL CERTIFICATES.....	26
24.	TENANT IMPROVEMENTS	26
25.	LIENS.....	26
26.	SUBORDINATION AND MORTGAGES	26
26.1	Subordination and Non-Disturbance	26
26.2	Existing Deeds of Trust.....	26
26.3	Notice of Default	26
27.	SURRENDER OF POSSESSION.....	27
28.	SIGNAGE.....	27
29.	QUIET ENJOYMENT	27
30.	GENERAL	27
30.1	Headings	27
30.2	Successors and Assigns	27
30.3	Brokers	27
30.4	Entire Agreement.....	27
30.5	Severability	28
30.6	Notices.....	28
30.7	Governing Law and Venue.....	28
30.8	Waivers.....	28
30.9	Time of Essence	28
30.10	Consent	28
30.11	Community Business Enterprises	29
30.12	Memorandum of Lease	29
30.13	Counterparts; Electronic Signatures.....	29

31.	AUTHORITY.....	29
32.	ACKNOWLEDGEMENT BY LANDLORD	30
	32.1 Consideration of GAIN Program Participants	30
	32.2 Solicitation of Consideration.....	30
	32.3 Landlord Assignment	30
	32.4 Smoking in County Facilities.....	32
33.	INTENTIONALLY OMITTED	33
34.	OPTION TO EXTEND.....	33

EXHIBITS

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

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is entered into as of the _____ day of _____, 20__ between OMNINET COMMERCE OWNER, LLC, a Delaware limited liability company ("Landlord"), and COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant" or "County").

Landlord and Tenant agree:

1. BASIC LEASE INFORMATION

1.1 Terms

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

(a) Landlord's Address for Notices:	OMNINET COMMERCE OWNER, LLC 9420 Wilshire Blvd, Fourth Floor Beverly Hills, CA 90212 Attention: Michael Danielpour Email: Michael@omninet.com With a copy to: Omninet Property Management, Inc. 9420 Wilshire Blvd, Fourth Floor Beverly Hills, CA 90212 Attention: Commercial Operations Email: commercialoperations@omninet.com
(b) Tenant's Address for Notices:	County of Los Angeles Chief Executive Office - Real Estate Division 320 West Temple Street, 7th Floor Los Angeles, CA 90012 Attention: Director of Real Estate With a copy to: County of Los Angeles Office of the County Counsel 648 Kenneth Hahn Hall of Administration 500 West Temple Street, Suite 648 Los Angeles, CA 90012-2713 Attention: Property Division
(c) Premises:	Approximately 48,794 rentable square feet, designated as Suites 110,150 and 200, in the

	Building (defined below) ("Premises"), as shown on <u>Exhibit A</u> attached hereto.
(d) Building:	The Building located at 5500 South Eastern Avenue, Commerce, California 90040, which is currently assessed by the County Assessor as APN 6332-022-019 (the "Property")
(e) Term:	Fifteen (15) years, commencing on February 1, 2026 (the "Commencement Date"), and terminating at midnight on January 31, 2041 (the "Termination Date"), subject to earlier termination by Tenant as provided herein. The phrase "Term of this Lease" or "the Term hereof" as used in this Lease, or words of similar import, shall refer to the initial Term of this Lease together with any additional Extension Term for which an option has been validly exercised.
(f) Commencement Date:	February 1, 2026
(g) Intentionally Omitted	
(h) Base Rent:	\$2.75 per rentable square foot per month (i.e., \$134,183.50 per month or \$1,610,202.00 per year) and subject to annual adjustments as described in Section 5.3 below and base rent abatement as described in Section 5.4 below.
(i) Early Termination Date (see Section 4.4)	Provided that Tenant is not then in Default under this Lease, Tenant will have the right to terminate this Lease upon delivering at least Two Hundred Seventy (270) days' prior written notice at any time after the twelfth (12th) annual anniversary of the Commencement Date of this Lease, subject to the terms of Section 4.4 herein.
(j) Intentionally Omitted	
(k) Initial Departmental Use:	Department of Child Support Services, subject to Section 6.
(l) Parking Spaces:	195 unreserved parking spaces (i.e., 4.0 parking spaces/1,000 RSF) located in the Building's parking lot at no additional cost to the Tenant.

(m) Tenant's Hours of Operation:	7 a.m. to 6 p.m. Monday through Friday, and 9 a.m. to 1 p.m. on Saturdays, except New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day (on the days such holidays as are generally observed) and such other holidays as are recognized by the County of Los Angeles, California.
(n) Asbestos Report:	A report dated March 27, 2025 prepared by Hart Laboratory, Inc.
(o) Seismic Report	A report dated June 13, 2002 prepared By Department of Public Works
(p) Disabled Access Survey	A report dated April 3, 2025 prepared by CASp Experts LLC

1.2 Intentionally Omitted

1.3 <u>Exhibits to Lease</u>	Exhibit A - Floor Plan of Premises Exhibit B - Intentionally Omitted Exhibit C - HVAC Standards Exhibit D - Cleaning and Maintenance Schedule Exhibit E - Subordination, Non-Disturbance and Attornment Agreement Exhibit F - Tenant Estoppel Certificate Exhibit G - Community Business Enterprises Form Exhibit H - Memorandum of Lease Exhibit I - Landlord's Work
------------------------------	---

2. PREMISES

2.1 Lease of Premises

Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, upon the terms and conditions herein set forth, the Premises described in Section 1.1 and depicted on Exhibit A attached hereto. Tenant hereby acknowledges that it currently leases the Premises pursuant to that certain Lease Agreement between Landlord and Tenant dated March 9, 2010 ("Prior Lease"), which expires by its terms on January 31, 2026 ("Prior Lease Expiration Date"). As of the Commencement Date, Tenant desires to continue to lease the Premises upon the terms and conditions of this Lease (as opposed to the terms and conditions of the Prior Lease).

2.2 Intentionally Omitted.

3. **COMMON AREAS**

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

4. **COMMENCEMENT AND EXPIRATION DATES**

4.1 Term

The Term of this Lease shall commence upon the Commencement Date and terminate on the Termination Date.

4.2 Intentionally Omitted

4.3 Intentionally Omitted

4.4 Early Termination as of the Early Termination Date

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

4.5 Fiscal Fund Out Right

a) Right. In the event that, for the Fiscal Year (defined below) in which a Termination Notice is delivered, Tenant shall lose seventeen percent (17%) or more of the total departmental funding provided by the County of Los Angeles as compared to Adopted Budget for the immediately preceding Fiscal Year, and, as a direct result thereof, the child support services program operated at the Premises is terminated, then Tenant shall have a one-time right to terminate this Lease upon the terms and conditions set forth in this Section. Tenant shall deliver written notice (the "Termination Notice") to Landlord within the first thirty (30) days following such loss of funding. The Lease shall terminate effective as of the one hundred eightieth (180th) day following Landlord's receipt of the Termination Notice (such effective date is referred to herein as the "Early Termination Date"). Tenant's right to deliver a Termination Notice shall terminate as of October 1, 2030. Accordingly, any Termination Notice delivered to Landlord after October 1, 2030, shall be null and void and of no further force or effect. The Termination Notice shall include documentation evidencing the loss of at least seventeen percent (17%) of Tenant's total departmental funding as compared to the Adopted Budget, as shown in the LA County Final Budget Book, for the immediately preceding Fiscal Year and the termination of the child support services program operated by Tenant at the Premises. It is hereby expressly understood and agreed that Tenant shall not be permitted to deliver a Termination Notice if Tenant shall lose less than seventeen percent (17%) of its total departmental funding as compared to the Adopted Budget

for the immediately preceding Fiscal Year. Tenant shall continue to pay all monthly rent and all other monetary amounts payable by Tenant under this Lease through and including the Early Termination Date. As used herein, "Fiscal Year" shall mean the period from July 1 of a calendar year through June 30 of the following calendar year.

- (b) Condition of Premises Upon Surrender. Upon the Early Termination Date, Tenant shall quit and surrender the Premises to Landlord in the condition required by this Lease.
- (c) Landlord's Remedies. Tenant's termination of this Lease pursuant to this Section is conditioned upon Landlord's timely receipt of the Termination Notice and the termination right set forth herein. If this Lease shall terminate pursuant to this Section, then, except for Landlord's and Tenant's rights and obligations that expressly survive the expiration or early termination of this Lease, Landlord and Tenant shall have no further rights or obligations under this Lease and Landlord shall thereupon have the right to re-enter and repossess the Premises.

5. RENT

5.1 Base Rent

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

5.2 Method of Payment and Required Information

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

Subject to Section 5.1, the Landlord shall provide the A-C with electronic banking and related information for the Landlord and/or any other payee that the Landlord designates to receive payment pursuant to this Lease. Such electronic banking and related information includes, but is not limited to: bank account number and

routing number, legal business name, valid taxpayer identification number or TIN, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments. Upon the Commencement Date or at any time during the duration of the Lease, 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

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

<u>Period of the Term</u>	<u>Monthly Base Rent</u>
February 1, 2026 – January 31, 2027	\$134,183.50
February 1, 2027 – January 31, 2028	\$138,209.01
February 1, 2028 – January 31, 2029	\$142,355.28
February 1, 2029 – January 31, 2030	\$146,625.93
February 1, 2030 – January 31, 2031	\$151,024.71
February 1, 2031 – January 31, 2032	\$155,555.45
February 1, 2032 – January 31, 2033	\$160,222.12
February 1, 2033 – January 31, 2034	\$165,028.78
February 1, 2034 – January 31, 2035	\$169,979.64
February 1, 2035 – January 31, 2036	\$175,079.03
February 1, 2036- January 31, 2037	\$180,331.40
February 1, 2037- January 31, 2038	\$185,741.35
February 1, 2039- January 31, 2039	\$191,313.59
February 1, 2039- January 31, 2040	\$197,052.99
February 1, 2040- January 31, 2041	\$202,964.58

*Subject to the Rent Abatement set forth in Section 5.4 below

5.4 Rent Abatement

The monthly Base Rent for the month of February, 2026 in the amount of \$134,183.50 shall be abated.

6. USES

Landlord agrees that the demised Premises, together with all appurtenances thereto, shall be used by the Tenant for the government department set forth in Section 1.1, any other County Department the County designates, for any other governmental purposes, or other

lawful purposes that do not materially adversely interfere with other uses in the Building, during Tenant's Hours of Operation, after Tenant's Hours of Operation and on weekends and holidays.

7. HOLDOVER

If Tenant remains in possession of the Premises or any part thereof after the expiration of the Term of this Lease, such occupancy shall be a tenancy which is terminable only upon thirty (30) days written notice from Landlord or ninety (90) days written notice from Tenant's Chief Executive Officer or his/her designee at the last monthly Base Rent payable under this Lease, plus any other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease. If Landlord delivers a termination notice to Tenant as provided herein and Tenant fails to surrender the Premises to Landlord by the expiration of such ninety (90) day period, then no additional notice is required from Landlord prior to initiating legal proceedings.

8. COMPLIANCE WITH LAW

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

9. DAMAGE OR DESTRUCTION

9.1 Damage

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises may be restored to a complete architectural unit of equivalent value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days, then Landlord shall promptly, at Landlord's expense, repair such damage, and this Lease shall continue in full force and effect. If all or any portion of the Premises shall be made unusable by fire or other casualty, Landlord shall immediately secure the area to prevent injury to persons and/or vandalism to the improvements. Landlord shall promptly, but in any event within fifteen (15) days, cause an architect or general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required to substantially complete the repair and restoration of the Premises and make the Premises leasable again using standard working methods. The failure to do so shall be a material default hereunder. Base Rent shall abate to the extent that the Premises are unusable by Tenant.

9.2 Tenant Termination Right

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises will not be restored to a complete architectural unit of equivalent value, condition and

character that existed immediately prior to such casualty in less than one hundred eighty (180) days for any reason, then Tenant may terminate this Lease by giving Landlord written notice within ten (10) days after Tenant's receipt of written notice from Landlord or its agents specifying such time period of repair; and this Lease shall terminate and the Base Rent shall be abated from the date the Premises became unusable. If Tenant does not elect to terminate this Lease, then Landlord shall promptly commence and diligently prosecute to completion the repairs to the Building or Premises, provided that insurance proceeds are available to repair the damages.

9.3 Damage In Last Year

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

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

9.4 Default By Landlord

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

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

10. REPAIRS AND MAINTENANCE

10.1 Landlord Representations

- (a) Landlord represents to Tenant that, to Landlord's actual knowledge as of the date hereof and on the Commencement Date:
 - i. Subject to the reports provided to Tenant as described in Section 1.1 above, the Premises, the Building, and all Common Areas (including electrical, heating, ventilating, and air conditioning ("HVAC"), mechanical, plumbing, gas and fire/life safety systems in the Building and similar building service systems) comply with all current laws, codes, and ordinances, including but not limited to the Americans With Disabilities Act, and are in reasonably good working order and condition;

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

(c) CASp Inspection:

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

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

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

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

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

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

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

10.2 Landlord Obligations

- (a) Landlord shall keep and maintain the Property in good condition and repair and promptly make repairs to and perform maintenance upon and replace as needed:
 - i. the structural elements of the Building, including without limitation, all permanent exterior and interior walls, floors and ceilings, foundations, roof, concealed plumbing, stairways, concealed electrical systems and intra-building telephone network cables;
 - ii. mechanical (including HVAC), electrical, plumbing and fire/life systems serving the Building;
 - iii. the Common Areas;
 - iv. exterior windows of the Building; and
 - v. elevators serving the Building;
 - vi. landscaping throughout the Building, the Building perimeter, and parking areas
- (b) Landlord, at its sole cost and expense, shall also perform all maintenance and repairs to the Premises, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted. For repairs that require the services of an environmental consultant, including but not limited to mold/water intrusion, asbestos, soil gases, etc., landlord shall retain the services of a qualified vendor that possess, at minimum qualifications of being a "Certified Industrial Hygienist" through the American Board of Industrial Hygiene and a minimum of 5 years of experience conducting

mold investigationsLandlord's repair obligations include, without limitation, repairs to, or replacements of:

- i. the floor covering (if such floor covering is carpeting it shall be replaced as needed, but not less often than after five (5) years of use);
 - ii. interior partitions;
 - iii. doors, door frames and hardware;
 - iv. the interior side of demising walls (which shall be repainted as needed but not less often than every five (5) years);
 - v. signage;
 - vi. emergency exit signage and battery replacement;
 - vii. HVAC equipment dedicated to the mechanical rooms housing Tenant's computer servers and related equipment; and
 - viii. Light fixtures, bulbs, tubes and ballasts.
- (c) Landlord shall, to the best of its ability, provide all reports, maintenance records, or other documentation as may be requested from time to time.

10.3 Tenant Obligations

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

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

10.4 Tenant's Right to Repair

- (a) If Tenant provides written notice (or oral notice in the event of an emergency, such as damage or destruction to or of any portion of the Building structure and/or the Building systems, and/or anything that could cause material disruption to Tenant's business) to Landlord of an event or circumstance which requires the action of Landlord with respect to repair and/or maintenance, and if Landlord fails to provide such action within a reasonable period of time given the circumstances after the giving of such notice, but in any event not later than seven (7) days after the giving of

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

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

11. SERVICES AND UTILITIES

11.1 Services

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

Landlord shall furnish heating, ventilation and air conditioning ("HVAC"), during Tenant's Hours of Operations in amounts required for the use and occupancy of the Premises for normal office purposes to a standard comparable to other first-class buildings and not less than the standard set forth in Exhibit C attached hereto. If Tenant desires HVAC after or before Tenant's Hours of Operation, then Tenant shall pay to Landlord for such usage the rate of \$85.00 per hour, per HVAC unit, with a two hour minimum per occasion. Such charges shall be paid to Landlord within thirty (30) days after Landlord's delivery of an applicable invoice. In addition, Landlord shall furnish HVAC, at Tenant's expense, at all times (i.e., twenty-four (24) hours

per day, seven (7) days per week, three hundred sixty-five (365) days per year) to the mechanical rooms housing Tenant's computer servers and related equipment. Tenant acknowledges that the existing supplemental heating, ventilation and air conditioning system ("Supplemental HVAC") which serves the Premises is currently submetered to measure the amount of electricity consumed therein during hours other than Tenant's Hours of Operation. Landlord shall cause such sub-meters to be read on a monthly basis and Tenant shall pay to Landlord for the electricity consumed by the mechanical room(s) during hours other than Tenant's Hours of Operation within thirty (30) days after Landlord's delivery of an applicable invoice.

(b) Electricity

Landlord shall furnish to the Premises not less than seven (7) watts of electric current (connected load) per square foot of rentable square feet in the Premises, for power and lighting and electric current for HVAC.

(c) Elevators

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

(d) Water

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

(e) Janitorial

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

(f) Access

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

(g) Pest Control

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

(h) Utilities

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

(i) Landscaping

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

(j) Security

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

12. TAXES

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

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

13. LANDLORD ACCESS

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

14. TENANT DEFAULT

14.1 Default

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

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

14.2 Termination

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

14.3 No Effect on Indemnity

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

15. LANDLORD DEFAULT

15.1 Remedies

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

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

15.2 Waiver

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

15.3 Emergency

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

15.4 Limitation of Liability

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

16. ASSIGNMENT AND SUBLETTING

16.1 Assignment and Subletting

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

all future obligations under this Lease. Notwithstanding the foregoing to the contrary, this Lease shall not be assigned to the Department of Corrections or Department of Probation to the extent such departments use the Premises for public facing purposes as opposed to administrative office use.

16.2 Sale

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

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

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

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

17. ALTERATIONS AND ADDITIONS

17.1 Landlord Consent

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

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

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

17.2 End of Term

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

18. **CONDEMNATION**

18.1 Controlling Terms

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

18.2 Total Taking

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

18.3 Partial Taking

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

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

18.4 Restoration

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

18.5 Award

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

18.6 Waiver of Statute

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

19. INDEMNIFICATION

19.1 Landlord's Indemnity

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

19.2 Tenant's Indemnity

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

20. INSURANCE

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

20.1 Waiver

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

20.2 General Insurance Provisions – Landlord Requirements

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

(a) Evidence of Coverage and Notice to Tenant

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

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

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

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

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

(b) Additional Insured Status and Scope of Coverage

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

(c) Cancellation of or Changes in Insurance

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

(d) Failure to Maintain Insurance

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

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

(e) Insurer Financial Ratings

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

(f) Landlord's Insurance Shall Be Primary

Landlord's insurance policies, with respect to any claims related to the Common Areas and Premises, shall be primary with respect to all other sources of coverage available to Tenant. Any Landlord maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Tenant coverage. Tenant's insurance policies shall be primary with respect to all of Tenant's personal property, furniture, fixtures and equipment located within the Premises.

(g) Waiver of Subrogation

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

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

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

(i) Per Occurrence Coverage

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

(j) Application of Excess Liability Coverage

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

(k) Separation of Insureds

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

- (l) Intentionally Omitted

20.3 Insurance Coverage Types And Limits

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

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

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

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

20.4 Landlord Requirements

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

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

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

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

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

- i. Provide coverage for Tenant's property and any tenant improvements and betterments to the Premises; this coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), excluding earthquake and including flood and ordinance or law coverage.
- ii. Be written for the full replacement cost of the Property, with a deductible no greater than \$250,000 or 5% of the Property value, whichever is less. Insurance proceeds shall be payable to the Landlord and Tenant, as their interests may appear.

21. PARKING

21.1 Tenant's Rights

Tenant shall have the right to the number of unreserved parking spaces set forth in Section 1.1, without charge, for the Term of this Lease. Up to ten percent (10%) of Tenant's parking spaces may be provided as tandem parking spaces, provided Landlord, at its sole cost and expense, includes a reasonable number of parking attendants for such tandem parking, and Landlord must give sixty (60) days' advance written notification to Tenant of Landlord's election to provide tandem parking spaces. Other than such ten percent (10%) allocation, no other tandem parking shall be required or allowed, and Tenant shall be entitled to full in/out privileges at all times. Tenant's parking rights shall be subject to reasonable parking rules and regulations adopted by Landlord from time to time, provided that such procedures shall be uniformly applied to all tenants. Tenant acknowledges that all unreserved parking spaces are not for the exclusive use of Tenant, rather, all such parking spaces are to be used on a non-exclusive, first-come, first-served basis by Tenant and other tenants, occupants, licensees, invitees and permittees of the Building.

21.2 Remedies

Landlord acknowledges that it is a material term of this Lease that Tenant receives all of the parking spaces to which it is entitled under this Lease for the entire Term of this Lease and that it would be impracticable and extremely difficult to fix the actual damages for a breach of such provisions. It is therefore agreed that if, for any reason whatsoever other than an emergency or Landlord's performance of its repair and maintenance obligations, ten percent (10%) or more of the parking spaces required above are not available to Tenant (in addition to the rights given to Tenant under Section 14 and Sections 9 and 17 in the event of casualty or condemnation), and, if such parking spaces are not restored to Tenant within five (5) business days after Landlord's receipt of written notice from Tenant then Tenant may:

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

22. ENVIRONMENTAL MATTERS

22.1 Hazardous Materials

Tenant shall not cause nor permit, nor allow any of Tenant's employees agents, customers, visitors, invitees, licensee, contractor, assignees or subtenants to cause or permit, any Hazardous Materials to be brought upon, stored, manufactured, generated, blended, handled, recycled, treated, disposed or used on, under or about the Premises, the Building or the Common Areas, except for routine office and janitorial supplies in usual and customary quantities stored, used

and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination thereof, whether solid, semi solid, liquid or gaseous, which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, molds, toxic levels of bacteria, tobacco smoke within the Premises, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), refrigerants (including those substances defined in the Environmental Protection Agency's "Refrigerant Recycling Rule," as amended from time to time) and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, such properties or effects. As used herein, "Environmental Laws" means any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to Tenant, the Premises, the Building or the Common Areas.

22.2 Landlord Indemnity

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

22.3 Tenant Indemnity

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

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

23. ESTOPPEL CERTIFICATES

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

24. TENANT IMPROVEMENTS

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

25. LIENS

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

26. SUBORDINATION AND MORTGAGES

26.1 Subordination and Non-Disturbance

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

26.2 Existing Deeds of Trust

Tenant acknowledges that there is an existing subordination agreement between Tenant and the current mortgage holder for the Property and that no new subordination agreement is required in connection with this Lease.

26.3 Notice of Default

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

27. SURRENDER OF POSSESSION

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

28. SIGNAGE

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

29. QUIET ENJOYMENT

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

30. GENERAL

30.1 Headings

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

30.2 Successors and Assigns

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

30.3 Brokers

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

30.4 Entire Agreement

This Lease (including all exhibits hereto and the Landlord's Work Letter) is the final and complete expression of Landlord and Tenant relating in any manner to the leasing, use and occupancy of the Premises, to Tenant's use of the Building and

other matters set forth in this Lease. No prior agreements or understanding pertaining to the same shall be valid or of any force or effect, and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by both Landlord and Tenant.

30.5 Severability

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

30.6 Notices

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

30.7 Governing Law and Venue

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

30.8 Waivers

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

30.9 Time of Essence

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

30.10 Consent

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

30.11 Community Business Enterprises

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

30.12 Memorandum of Lease

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

30.13 Counterparts; Electronic Signatures

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

31. AUTHORITY

Only the County's Board of Supervisors ("Board of Supervisors") has the authority, by formally approving and/or executing this Lease, to bind Tenant to the terms included herein. Landlord understands that no material terms of this Lease may be altered or deleted, nor may any new material terms be added to this Lease, without the express written approval of the Board of Supervisors, either through an amendment to the Lease or by other formal board action. No County officer, employee, agent or independent

contractor has any authority to alter, add or delete the material terms of this Lease, and Landlord may not rely upon any representations to the contrary. This limitation of authority applies to all material terms of the Lease including, without limitation, any monetary ceiling established for Tenant Improvements or other project costs of Landlord which are subject to reimbursement by Tenant. Tenant shall not reimburse Landlord for any expenses which exceed this ceiling. Notwithstanding the foregoing, the Chief Executive Office of the County (the "Chief Executive Office") may take any administrative act on behalf of Tenant hereunder which does not have the effect of increasing Base Rent or other financial obligations of Tenant under this Lease, including without limitation, granting any approvals, terminating this Lease in the manner provided herein by an early termination notice or otherwise, signing estoppel certificates, signing the Commencement Date Memorandum and Confirmation of Lease Terms or subordinating this Lease. Each individual executing this Lease on behalf of Landlord represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Landlord, and that this Lease is binding upon Landlord in accordance with its terms.

32. ACKNOWLEDGEMENT BY LANDLORD

Landlord acknowledges that it is aware of the following provisions:

32.1 Consideration of GAIN Program Participants

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

32.2 Solicitation of Consideration

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

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

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

32.3 Landlord Assignment

- (a) Landlord may assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof

(including the right to receive rental payments but excluding its duties and obligations hereunder), and Landlord may execute any and all instruments providing for the payment of Base Rent directly to an assignee or transferee, but only if the conditions set forth in this Section are met.

- (b) Any document or agreement purporting to assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease, or any portion thereof, as security for the Landlord's obligation to repay any monetary obligation, is hereinafter referred to as a "Security Agreement." Any Security Agreement which is executed without full compliance with the requirements of this Section shall be void. It is hereby expressly agreed that a sale agreement which sets forth sale of the Building or an assignment agreement pursuant to which Landlord assigns its interest in this Lease in connection with a sale of the Building do not constitute a Security Agreement under this Lease.
- (c) Each assignee or transferee under the Security Agreement shall certify and agree in writing that such assignee or transferee has read and is familiar with the requirements of Sections 5950-5955 of California Government Code, which prohibits the offer or sale of any security constituting a fractional interest in this Lease or any portion thereof, without the prior written consent of the Tenant. Notwithstanding the foregoing, the Tenant hereby acknowledges and agrees that Landlord shall have the right to encumber the Property with CMBS (commercial mortgage backed securities) financing or other traditional real estate financing. However, Landlord may not encumber the Property through any type of bond financing vehicle, including but not limited to certificate of participation financing.
- (d) If Landlord shall be convicted by applicable Court of law of violating the provisions of Section 5951 of the California Government Code, such conviction, which is a requirement for Tenant to exercise its remedies pursuant to Section 5954 of the California Government Code, will constitute a material breach of this Lease, upon which Tenant shall have the right to exercise the remedy set forth in such Section 5954 of the California Government Code. In addition, in the event Landlord is convicted of violating Section 5951 of the California Government Code, Tenant may exercise or pursue any other right or remedy it may have under this Lease or applicable law.
- (e) Landlord shall give Tenant written notice and a copy of each and every assignment, transfer, hypothecation or encumbrance of Landlord's interest in this Lease and any instrument relating thereto (including, but not limited to, instruments providing for the payment of Base Rent directly to an assignee or transferee) at least thirty (30) days prior to the effective date thereof.
- (f) Landlord shall not furnish any information concerning Tenant or the subject matter of this Lease (including, but not limited to, offering memoranda, financial statements, economic and demographic information, and legal opinions rendered by the office of counsel for the Tenant) to any person or entity, other than purchasers, lenders and prospective purchasers and

lenders and all of their legal representatives and brokers on a need to know basis, except with Tenant's prior written consent. Landlord shall indemnify, defend and hold Tenant and its officers, agents and employees harmless from and against all claims and liability alleged to arise from the inaccuracy or incompleteness of any information furnished by Landlord in violation of this Section 32.3.

- (g) The provisions of this Section 32.3 shall be binding upon and applicable to the parties hereto and their respective successors and assigns. Whenever in this Section Landlord is referred to, such reference shall be deemed to include Landlord's successors or assigns, and all covenants and agreements by or on behalf of Landlord herein shall bind and apply to Landlord's successors and assigns, whether so expressed or not.
- (h) Notwithstanding any contrary provision contained in this Lease, Landlord shall have the right at any time and from time to time, to refinance the Building or transfer Landlord's right, title and interest in and to the Building or Property without Tenant's consent.

32.4 Smoking in County Facilities.

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

33. INTENTIONALLY OMITTED

34. OPTION TO EXTEND.

(a) Option Term. Provided that no material Default has occurred and is continuing under the Lease at the time the option is exercised, Tenant shall have one (1) option to renew this Lease for an additional period of five (5) years (the "Extension Term").

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

(i) giving Landlord written notice of its intention to do so (its "Notice of Intent") no later than twelve (12) months, nor earlier than fifteen (15) months, prior to the end of the initial Term, 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 at the holdover rental rate as provided in this Lease. If Tenant fails to give written notice of its election to exercise the option 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 renewal option, and Tenant shall respond by the expiration of such ten (10) business day period by delivering written notice of its election to exercise such renewal option or election not to exercise such renewal option. Tenant's failure to notify Landlord of its election to exercise such renewal option, within ten (10) business day after receipt of such written notice shall terminate this Lease as of the 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 expiration or termination of this Lease.

(c) Terms and Conditions of the Extension Term. The Extension Terms shall be on all the terms and conditions of this Lease, except that the Base Rent during Extension Terms shall be equal to one hundred percent (100%) of Market Rental Value for the Premises as of the commencement of the Extension Term ("Adjusted Market Rental Value") to be determined as set forth below, including, but not limited to, the comparable rental rate, escalation, abatement, tenant improvement allowances (after first reasonably deducting the value of the existing improvements) then being offered to renewing tenants leasing space in the Santa Fe Springs and Commerce office sub-market area ("Market").

Notwithstanding any contrary provision contained herein, during the Extension Term, Landlord shall have the right, but only in connection with Landlord's redevelopment of the Building or Property, to terminate this Lease, without cause and without payment of any penalty to Tenant, upon delivering at least twenty-four (24) months prior written notice to Tenant (and, accordingly, the Lease shall terminate as of the last day of such twenty-four (24) month period).

(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 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. For purposes hereof, the term "comparable Premises" shall mean premises in a building similar in size and location to the Building in the Market, taking into account any improvements installed by or on behalf of Tenant in the Building, the fact that Tenant is not required to pay operating expenses, insurance or taxes for the Premises and the fact that Tenant is not required to pay for electricity, water, sewer, trash and janitorial utilities and services for the Premises. In determining the Market Rental Value, additional 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 non-sublease, non-expansion, space for 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, and the fact that Tenant is not required to pay operating expenses, insurance or taxes pursuant to this Lease, parking rights and obligations, signage rights, abatement provisions reflecting free rent, tenant improvements and any other tenant inducements then being offered to renewing tenants leasing space in the Market, however, the fact that brokerage commissions are or are not payable for such comparable transactions shall be excluded from such calculation.

(f) Opinion. 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 upon 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.

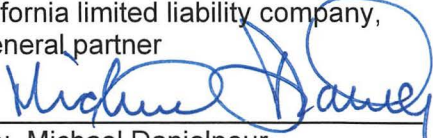
IN WITNESS WHEREOF this Lease has been executed the day and year first set forth above.

LANDLORD:

OMNINET COMMERCE OWNER, LLC,
a Delaware limited liability company

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

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

By: 
Name: Michael Danielpour
Title: Manager of General Partner

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT
Chief Executive Officer

By: _____
John T. Cooke
Assistant Chief Executive Officer

ATTEST:

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

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: 
Senior Deputy

EXHIBIT A
FLOOR PLAN OF PREMISES

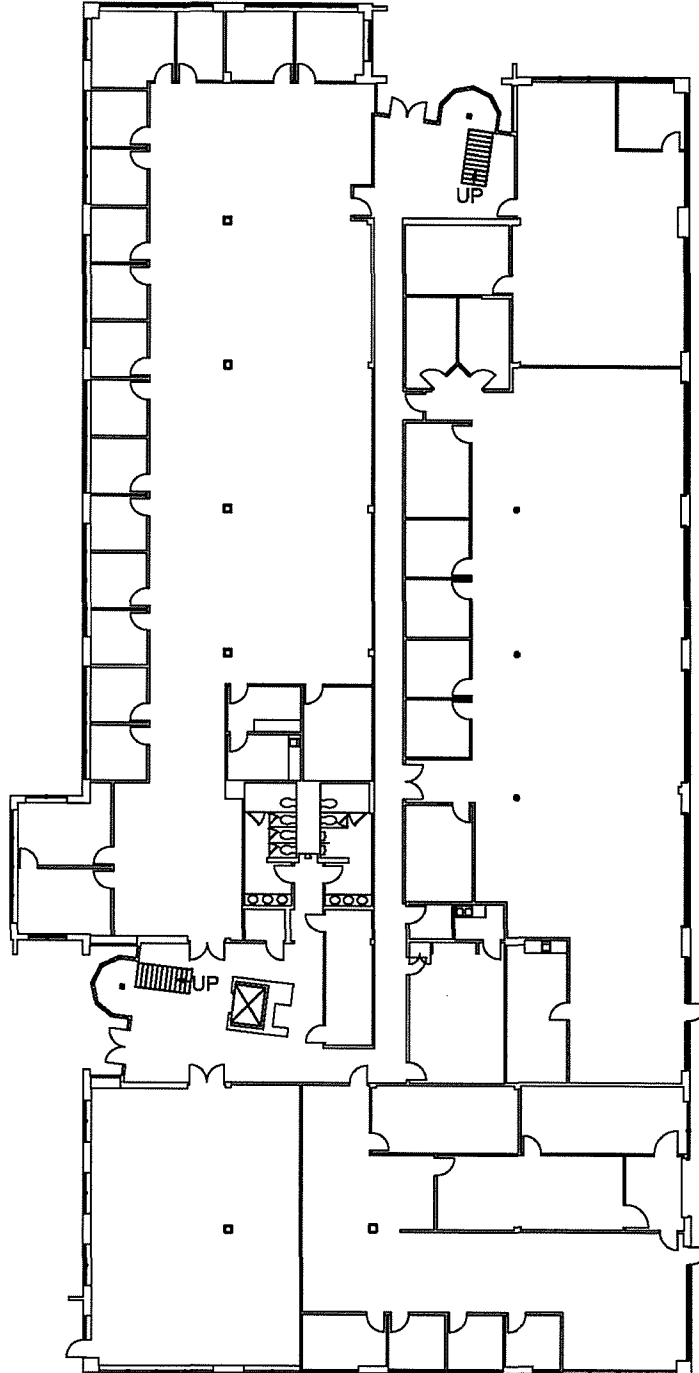


Exhibit A
FLOOR PLAN OF PREMISES

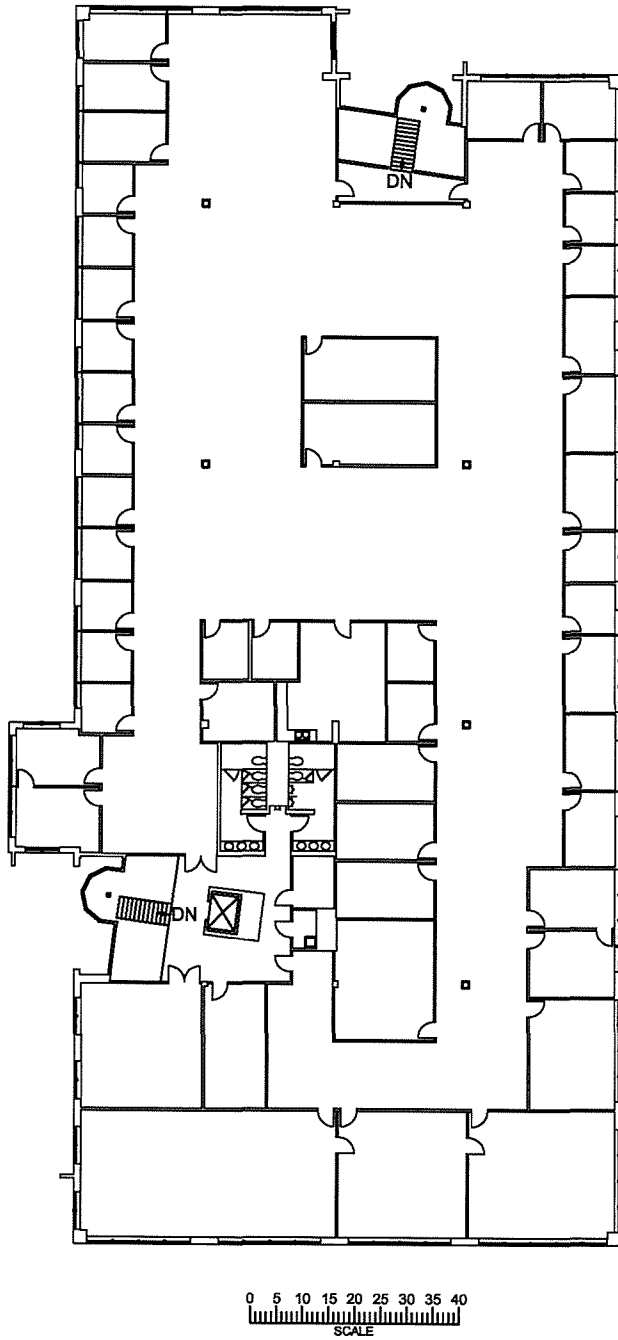


Exhibit A
FLOOR PLAN OF PREMISES

EXHIBIT B

INTENTIONALLY OMITTED

Exhibit B
COMMENCEMENT DATE OF MEMORANDUM
AND CONFIRMATION OF LEASE TERMS

EXHIBIT C

HEATING, VENTILATION AND AIR CONDITIONING

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

EXHIBIT D

CLEANING AND MAINTENANCE SCHEDULE

A. DAILY (Monday through Friday)

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

B. WEEKLY

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

C. MONTHLY

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

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

D. QUARTERLY

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

E. SEMI-ANNUALLY

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

F. ANNUALLY

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

G. AS NEEDED

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

36. Interior and exterior pest control inspections and remediation frequency is to be determined by a licensed exterminator.
37. Carpets to be cleaned using a non-detergent, low moisture, soil encapsulation system as recommended by the carpet manufacturer. The following schedule will be maintained for carpet cleaning:
- i. heavy traffic areas cleaned as needed, with a minimum frequency of once every six (6) months [two (2) 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 D.
39. All HVAC ducts cleaned as needed, but no less than every five (5) years.

H. GENERAL

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

EXHIBIT E

SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

)
)
)
)
)
)
)

Space above for Recorder's Use

SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

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

This Subordination, Non-disturbance and Attornment Agreement ("Agreement") is entered into as of the ____ day of _____, 20__ by and among COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant"), OMNINET COMMERCE OWNER, LLC, a Delaware limited liability company, ("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.

Exhibit E
SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

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

To Lender: _____

To Borrower: OMNINET COMMERCE OWNER, LLC
9420 Wilshire Blvd., 4th Floor
Beverly Hills, CA 90212
Attention: Michael Danielpour

With a copy to:

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

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

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

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

By: _____
Name: _____
Title: _____

BORROWER: OMNINET COMMERCE OWNER, LLC,
a Delaware limited liability company

By: Omninet Commerce, LP,
A Delaware LP
Its: General Partner

By: Omninet Two GP, LLC,
A California limited liability company
Its: General Partner

By: _____
Name: Michael Danielpour
Title: Manager of General Partner

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 _____.

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 E
SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

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.

Exhibit F

TENANT ESTOPPEL CERTIFICATE

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

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

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

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

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

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

COUNTY OF LOS ANGELES,
a body corporate and politic

By: _____
Name: _____
Title: _____

EXHIBIT G

COMMUNITY BUSINESS ENTERPRISE FORM

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

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

1. Firm Name: _____		3. Contact Person/Telephone Number: _____	
2. Address: _____			
		4. Total number of employees in the firm: _____	

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

II. PERCENTAGE OF MINORITY/WOMEN OWNERSHIP IN FIRM

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

2. Total Number of Ownership/Partners, Etc.: _____

III. MINORITY/WOMEN-OWNED FIRM CERTIFICATION

3. Provide the percentage of ownership in each category.

	All Employees	Women
Black/African American		
Hispanic/Latin American		
Asian American		
Portuguese American		
American Indian/Alaskan Native		
All Others		

Is your firm currently certified as a minority owned business firm by the:

State of California? ☐ Yes ☐ No
City of Los Angeles? ☐ Yes ☐ No
Federal Government? ☐ Yes ☐ No

Section D. OPTION TO PROVIDE REQUESTED INFORMATION

☐ We do not wish to provide the information required in this form.

Firm Name: _____

Signature/Title: _____

Date: _____

EXHIBIT H

MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

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

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

MEMORANDUM OF LEASE

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

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

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

Dated: _____, 20__.

LANDLORD:

OMNINET COMMERCE OWNER, LLC,
a Delaware limited liability company

By: Omninet Commerce, LP, a Delaware LP,
its sole member

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

By: _____

Name: Michael Danielpour
Title: Manager of General Partner

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT
Chief Executive Officer

By: _____
John T. Cooke
Assistant Chief Executive Officer

ATTEST:

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

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
Interim County Counsel

By: _____

Exhibit H
MEMORANDUM OF LEASE

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

Tenant Improvement Items:

It is hereby agreed that the item slisted below shall be initiated within the time periods specified below:

- Redistribute and air balance HVAC within one hundred twenty (120) days following Lease execution.
- Repair or replace damaged or stained carpet tiles within ninety (90) days following Lease execution.
- Repair and/or replace electric vehicle charging stations
- Seal all exterior windows within one hundred eighty (180) days following Lease execution.
- Replace ceiling tiles as needed throughout the Premises within one hundred eighty (180) days following Lease execution.
- New paint of interior leased Premises within one hundred eighty (180) days following Lease execution.
- Add new conference room core drilled table phone jack in 2nd floor conference room within one hundred eighty (180) days following Lease execution.
- Landlord to provide and install security cameras to cover the entrances/exists to the building and parking area within one hundred eighty (180) days following Lease execution.

Landlord and Tenant acknowledge that the work described herein does not require compliance with prevailing wage requirements under the California Labor Code, however, if the scope of the work is modified such that compliance with the California Labor Code prevailing wage requirements is required, then Landlord and Landlord's contractors shall comply with prevailing wage requirements under California Labor Code Section 1720 et. seq.. Should Tenant be required under the Lease to contribute towards the tenant improvement work set forth above, then Landlord shall be required to comply with prevailing wage requirements under California Labor Code Section 1720 et. seq

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	10/29/2025		
BOARD MEETING DATE	11/18/2025		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input checked="" type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Sheriff		
SUBJECT	10-year lease amendment for 3,213 square feet of office space and 12 on-site parking spaces at 9100 S Sepulveda Boulevard, Suite 116, Los Angeles, 90045		
PROGRAM	Marina Del Rey Detective Bureau however SH has requested that the Bureau only be referenced as a "special team" in public documents due to confidentiality		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.		
DEADLINES/ TIME CONSTRAINTS			
COST & FUNDING	Total cost: \$1,335,000		Funding source: The rental costs will be funded by 100 percent by NCC that is already included in Sheriff's existing budget. Sheriff will not be requesting additional NCC for this action.
	TERMS (if applicable): The proposed lease amendment will have an annual cost of \$107,000 but with 2 mos rent abatement and including parking, will total \$99,000 for the first year, where the landlord will be responsible for all operating expenses, including utilities, janitorial, repair and maintenance to the building.		
	Explanation: Sufficient funding to cover the proposed rent for the first year of the proposed lease amendment term is included in the Fiscal Year 2025-26 Rent Expense budget and will be billed back to Sheriff. Sheriff has sufficient funding in its Fiscal Year 2025-26 Operating Budget to cover the proposed rent for the first year. Future funding for the costs associated with the proposed lease amendment will be addressed through the annual budget process for Sheriff.		
PURPOSE OF REQUEST	Approval of the recommended actions will authorize and provide continued use of office space for Sheriff's Department.		
BACKGROUND (include internal/external issues that may exist including any related motions)	This proposed lease amendment is submitted for the Board's approval because the base rental amount will exceed the Chief Executive Officer's authority limits established under Los Angeles County Code Section 2.08.163 starting in the fourth year of the proposed term.		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:		
DEPARTMENTAL CONTACTS	Alexandra Nguyen-Rivera Section Chief, Leasing CEO Real Estate Division 213-974-4189 arivera@ceo.lacounty.gov		



**Chief
Executive
Office.**

COUNTY OF LOS ANGELES

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

ACTING CHIEF EXECUTIVE OFFICER

Joseph M. Nicchitta

"To Enrich Lives Through Effective and Caring Service"

November 18, 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 LEASE AMENDMENT
SHERIFF'S DEPARTMENT
9100 SOUTH SEPULVEDA BOULEVARD, LOS ANGELES
(SECOND DISTRICT) (3 VOTES)**

SUBJECT

Approval of a proposed ten-year lease amendment to renew an existing lease to provide the Sheriff's Department (Sheriff) continued use of 3,213 square feet of office space and 12 on-site parking spaces for one of Sheriff's special team.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed lease amendment is exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and in the record of the project.
2. Authorize the Chief Executive Officer, or her designee, to execute the proposed lease amendment with Paradise Building, LLC, a California limited liability company (Landlord), for approximately 3,213 square feet of office space and 12 on-site parking spaces located at 9100 South Sepulveda Boulevard, Suite 116, Los Angeles (Premises) to be occupied by the Sheriff. This proposes a lease amendment for a term of ten years. The estimated maximum first year base rental cost is \$107,000, but with a two-month rent abatement of approximately \$18,000, will equal \$89,000. The estimated total proposed lease amendment cost, including parking, is \$1,335,000, over the ten-year term. The rental costs will be funded 100 percent by net County cost (NCC) that is already included in Sheriff's existing budget. The Sheriff will not be requesting additional NCC for this action.

3. Authorize and direct the Chief Executive Officer, or her designee, to execute any other ancillary documentation necessary to effectuate the proposed lease amendment, and to take actions necessary and appropriate to implement the proposed lease amendment, including, without limitation, exercising any early termination rights or any options to extend at fair market value for an additional five years each. If these options are exercised, the total term of the proposed lease amendment will be up to 20 years.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Sheriff has occupied the Premises since February 2018 and the existing lease will expire on January 31, 2026. The Premises houses one of Sheriff's special team which provides special law enforcement services for the unincorporated areas of Marina del Rey, Ladera Heights, Windsor Hills, and View Park. In addition, the team works with these communities and other law enforcement agencies to address crime, serve warrants and court subpoenas, and associated law enforcement activities.

The Premises house approximately nine staff, and the nature of the work does not support teleworking. The team's daily operations require staff to be in the office and field and often includes interaction with the public. Due to the special equipment needed for the operations, a centralized work location is necessary and cannot be accessed remotely.

The proposed lease amendment will enable the Sheriff to remain and serve various unincorporated areas of Los Angeles County, avoid relocation costs, and interruption of services. The Premises is centrally located to MDR-ST's service area and is near public transportation.

The existing lease was executed by the Chief Executive Officer's designee under delegated authority provided under Los Angeles County Code Section 2.08.163. This proposed lease amendment is submitted for the Board's approval because the base rental amount will exceed the Chief Executive Officer's authority limits established under Los Angeles County Code Section 2.08.163 starting in the fourth year of the proposed term.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan North Star 2 – *“Foster Vibrant and Resilient Communities”* – supports that the investments in the lives of County residents are sustainable only when grounded in strong communities. LA County, with the support of a network of public/private partnering, faith-based organizations, community-based organizations, philanthropic organizations, and local governments will foster vibrant and resilient communities.

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

The proposed lease amendment supports the above goals and objective by providing the Sheriff with adequate office space in their service area to continue to serve the community.

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

FISCAL IMPACT/FINANCING

The estimated maximum first year base rental cost is \$107,000 but with a two-month rent abatement of approximately \$18,000 will equal \$89,000. The aggregate cost associated with the proposed lease amendment over the entire term, including parking, is \$1,335,000, as shown in Enclosure B-1. The proposed lease amendment costs will be funded by 100 percent NCC that is already included in Sheriff's existing budget. The Sheriff will not be requesting additional NCC for this action.

Sufficient funding to cover the proposed rent for the first year of the proposed lease amendment term is included in the Fiscal Year (FY) 2025-26 Rent Expense budget and will be billed back to the Sheriff. The Sheriff has sufficient funding in its FY 2025-26 Operating Budget to cover the proposed rent for the first year. Future funding for the costs associated with the proposed lease amendment will be addressed through the annual budget process for the Sheriff.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

- Upon commencement of the proposed lease amendment, the annual rental rate will decrease from \$47.14 per square foot, per year, to \$33 per square foot, per year. Base rent is subject to fixed annual increases of 3 percent.
- The Landlord has agreed to two months of rent abatement.
- The Landlord is responsible for all operating and maintenance cost of the building and all utilities and janitorial costs. The County has no responsibility for any operating and maintenance costs.
- The annual parking rate will be \$792 per space for 12 on-site parking spaces. The Landlord wants to be paid for parking while the existing lease included parking at

no additional cost. With the reduction in rent, total costs to the County, including parking, is lower than under the existing lease.

- A comparison of the existing lease and the amendment terms is shown in Enclosure B-2.
- The proposed lease amendment includes a ten-year initial term with two options to extend the lease for an additional five years each, with 60 days' prior notice, at fair market rent. If all options are exercised, the total term of the proposed lease amendment would be twenty years.
- The County has the right to terminate the proposed lease amendment any time after the first 84 months of the proposed lease amendment term, with 120 days' prior written notice.
- Holdover at the proposed lease amendment expiration is permitted on the same lease terms and conditions. The monthly base rent during the holdover period will remain the same and subject to the regular increases.
- Upon approval by the Board and full execution of the proposed lease amendment, the term and rent will commence on February 1, 2026, upon expiration of the existing lease on January 31, 2026.

The Chief Executive Office conducted a market search of available office space for lease, but was unable to identify any sites that could accommodate this requirement more economically. Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$34.80 and \$49.20 per square foot, per year. The base annual rental rate of \$33 per square foot, per year for the proposed lease represents a rate that is below the market range for the area. Further, relocation to a new building would require costly new tenant improvements and disrupt services. We recommend the Premises as the most suitable to meet the County's space requirements.

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

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

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

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

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

ENVIRONMENTAL DOCUMENTATION

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

Upon the Board's approval of the recommended actions, a Notice of Exemption will be filed with the Registrar-Recorder/County Clerk and with the State Clearinghouse in the Office of Land Use and Climate Innovation in accordance with section 21152 (a) of the California Public Resources Code and will be posted to the County's website, pursuant to section 21092.2.

The Honorable Board of Supervisors
November 18, 2025
Page 6

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

Respectfully submitted,

JOSEPH M. NICCHITTA
Acting Chief Executive Officer

JMN:JG:JTC
JLC:HD:ANR:KC:ns

Enclosures

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

**SHERIFF'S DEPARTMENT
9100 S SEPULVEDA BOULEVARD, LOS ANGELES**

Asset Management Principles Compliance Form¹

1.	<u>Occupancy</u>		Yes	No	N/A	
	A	Does lease consolidate administrative functions? ²			X	
	B	Does lease co-locate with other functions to better serve clients? ²			X	
	C	Does this lease centralize business support functions? ²			X	
	D	Does this lease meet the guideline of 200 sq. ft of space per person? ² Based on 9 employees it is 357 SF/person due to file storage, lockers, private meeting room, and conference room.		X		
	E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? ² 12 spaces provides a 3.84/1000 parking ratio.		X		
	F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location? ²	X			
2.	<u>Capital</u>					
	A.	Is it a substantial net County cost (NCC) program?	X			
	B	Is this a long-term County program?	X			
	C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?		X		
	D	If no, are there any suitable County-owned facilities available?		X		
	E	If yes, why is lease being recommended over occupancy in County-owned space?			X	
	F	Is Building Description Report attached as Enclosure C?	X			
	G	Was build-to-suit or capital project considered? ²			X	
3.	<u>Portfolio Management</u>					
	A	Did department use CEO Space Request Evaluation (SRE)?	X			
	B	Was the space need justified?	X			
	C	If a renewal lease, was co-location with other County departments considered?		X		
	D	Why was this program not co-located with other County departments?				
		1. <u> X </u> The program clientele requires a "stand alone" facility.				
		2. <u> </u> No suitable County occupied properties in project area.				
		3. <u> X </u> No County-owned facilities available for the project.				
		4. <u> </u> Could not get City clearance or approval.				
		5. <u> </u> The Program is being co-located.				
	E	Is lease a full-service lease? ²	X			
	F	Has growth projection been considered in space request?	X			
	G	¹ Has the Dept. of Public Works completed seismic review/approval?			X	
¹ As adopted by the Board of Supervisors 11/17/98						
² If not, why not?						

ENCLOSURE B-1

OVERVIEW OF THE PROPOSED BUDGETED LEASE COSTS											
9100 S. Sepulveda Blvd.											
Sheriff											
Basic Lease Assumptions											
Leased Area (sq.ft.)	3,213										
Parking Spaces	12										
Parking Cost	Monthly	Annual									
	\$66.00	\$792.00									
Rent (per sq. ft.)	Monthly	Annual									
	\$2.75	\$33.00									
Term (Months)	120	10									
Rent Abatement	2										
Annual Rent Adjustment	3%										
	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year	6 th Year	7 th Year	8 th Year	9 th Year	10 th Year	Total 10 Year Rental Costs
Annual Base Rent Costs	\$107,000	\$111,000	\$115,000	\$119,000	\$123,000	\$127,000	\$131,000	\$135,000	\$140,000	\$145,000	\$1,253,000
Rent Abatement	(\$18,000)										(\$18,000)
Parking	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$100,000
Total Annual Lease Costs Paid to Landlord	\$99,000	\$121,000	\$125,000	\$129,000	\$133,000	\$137,000	\$141,000	\$145,000	\$150,000	\$155,000	\$1,335,000
*Calculation note: All numbers are rounded up to ensure sufficient funds available to pay the specified expense.											

COMPARISON OF THE PROPOSED LEASE AMENDMENT TO EXISTING LEASE*

	Existing Lease: 9100 S Sepulveda Blvd., Los Angeles	Proposed Lease Amendment: 9100 S Sepulveda Blvd., Los Angeles	Change
Area (Square Feet)	3,213 sq.ft.	3,213 sq.ft.	No change.
Term (years)	8 years plus two 5-year options to renew	10 years plus two 5-year options to renew	10 years with two 5- year options to renew.
Annual Base Rent	\$152,000	\$107,000 ⁽¹⁾	-\$45,000
Annual Parking Cost for 12 parking spaces	\$0	\$10,000	+\$10,000
Total Annual Lease Costs payable to Landlord	\$152,000	\$117,000	-\$35,000 annually
Rental rate adjustment	Annual CPI adjustments capped at 5 percent with a minimum of 2 percent.	Annual fixed adjustments at 3 percent.	Annual fixed adjustments at 3 percent.

* All numbers are rounded up.

(1) Does not include two-month rent abatement in the amount of \$18,000 in the first year.

SHERIFF'S DEPARTMENT

SPACE SEARCH – 3 MILE RADIUS FROM
9100 S SEPULVEDA BOULEVARD

Property_ID	Property_Name	Address	Ownership	PropertyType	Proprietor	GrossSQFT	NetSQFT	Available
0012	PW Road - Maint District 3 Office	5530 W 83rd St., Westchester, CA 90045	Owned	Multiple Use Building - Office	Public Works	1400	1260	NONE
10306	Sheriff - Detective Bureau	9100 S Sepulveda, Los Angeles, CA 90045	Leased	Multiple Use Building - Office	Sheriff	3213	3052	NONE
0014	PW Road - Div #233/333/433 Office/Garage	5530 W 83rd St., Westchester, CA 90045	Owned	Multiple Use Building - Office	Public Works	5500	4950	NONE
2527	Lennox Park - Director's Office/Comfort Station	10828 S Condon Ave, Lennox, CA 90304	Owned	Multiple Use Building - Office	Parks and Recreation	623	249	NONE
6530	Lennox Park - Auxiliary/Community Building	10828 S Condon Ave, Lennox, CA 90304	Owned	Multiple Use Building - Office	Parks and Recreation	795	701	NONE
A071	PH - West District Office	6101 W Centinela Ave, Culver City, CA 90230	Leased	Multiple Use Building - Office	Public Health	8912	8466	NONE
A071	PH - West District Office	6101 W Centinela Ave, Culver City, CA 90230	Leased	Multiple Use Building - Office	Public Health	8912	8466	NONE
A242	DPSS - Medical Inglewood Office/Public Health	9800 S La Cienega Blvd, Inglewood, CA 90301	Leased	Multiple Use Building - Office	Public Social Services	9374	2147	NONE
A378	DPSS - Airport/Westside Gain Region I Office	5200 W Century Blvd, Westchester, CA 90045	Leased	Multiple Use Building - Office	Public Social Services	52054	49451	NONE
0013	PW Road - Div #233/333/433 Yard Office	5530 W 83rd St., Westchester, CA 90045	Owned	Multiple Use Building - Office	Public Works	2400	2160	NONE
B006	6167 Bristol Parkway	6167 Bristol Parkway, Culver City, CA 90230	Leased	Multiple Use Building - Office	Fire Department	7950	0	NONE
10306	Sheriff - Detective Bureau	9100 S Sepulveda, Los Angeles, CA 90045	Leased	Multiple Use Building - Office	Sheriff	3213	3052	NONE
B006	6167 Bristol Parkway	6167 Bristol Parkway, Culver City, CA 90230	Leased	Multiple Use Building - Office	Fire Department	3426	3255	NONE
F224	PW Flood - 83rd St Yard Office	5520 W 83rd St., Westchester, CA 90045	Owned	Multiple Use Building - Office	Public Works	1920	1824	NONE
P0000021	Edelman Mental Health Center – Culver City	5860 Uplander Way, Culver City, CA 90230	Leased	Multiple Use Building - Office	Mental Health	25199	23939	NONE
F222	PW Flood - 83rd St Yard Office	5520 W 83rd St., Westchester, CA 90045	Owned	Multiple Use Building - Office	Public Works	702	632	NONE

FACILITY LOCATION POLICY ANALYSIS

Proposed lease: Lease Amendment for the Sheriff's Department – 9100 S Sepulveda Boulevard – Second District.

A. Establish Service Function Category –LASD Special Team

B. Determination of the Service Area – The proposed lease amendment will allow Sheriff to continue providing services to the unincorporated areas of Marina Del Rey, Ladera Heights, and View Park.

C. Apply Location Selection Criteria to Service Area Data

- Need for proximity to service area and population: Continued need for operation in proximity to Marina Del Rey, Ladera Heights, and View Park.
- Need for proximity to existing County facilities: N/A
- Need for proximity to Los Angeles Civic Center: N/A
- Economic Development Potential: N/A
- Proximity to public transportation: The location is adequately served by local transit services, i.e., Metro bus lines 102 and 115, Big Blue Bus route 3 and Culver CityBus route 6.
- Availability of affordable housing for County employees: The surrounding area provides for affordable housing and rental opportunities.
- Use of historic buildings: N/A
- Availability and compatibility of existing buildings: There are no alternative existing County buildings available to meet Sheriff's needs.
- Compatibility with local land use plans: The City of Los Angeles has been notified of the proposed County use which is consistent with its use and zoning for office space at this location.
- Estimated acquisition/construction and ongoing operational costs: The aggregate cost associated with the proposed lease amendment over the entire term is \$1,335,000.

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 \$34.80 and \$49.20 per square foot, per year. The base annual rental rate of \$33 per square foot, per year for the proposed lease amendment represents a rate that is below the market range for the area. Further, relocation to a new building would require costly new tenant improvements and disrupt services. We recommend the Premises as the most suitable to meet the County's space requirements.

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

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

AMENDMENT NO. 1 TO LEASE NO. 78640
SHERIFF DEPARTMENT, DETECTIVE SERVICES
9100 SEPULVEDA BLVD, SUITE 116, LOS ANGELES, CA

This AMENDMENT NO. 1 TO LEASE NO. 78640 ("Amendment No. 1") is made, entered and dated as of this _____ of _____, 2025 ("Effective Date"), by and between PARADISE BUILDING, LLC, a California limited liability company (the "Landlord"), and the COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant"), for certain premises located in that certain building located at 9100 South Sepulveda Blvd, City of Los Angeles, County of Los Angeles, State of California (the "Building").

RECITALS:

- A. Landlord and Tenant entered into that certain lease agreement dated March 21, 2017 (the "Original Lease") for the 3,213 rentable square feet located in Suite 116 of the Building ("Premises"). The Original Lease as amended by this certain Amendment No. 1 shall be collectively referred to herein as the "Lease".
- B. Landlord and Tenant desire to, among other matters, extend the Term of the Lease and desire to amend the Lease as set forth below.
- C. Unless otherwise defined herein, capitalized terms used herein shall have the meanings as defined in the Original Lease.

AGREEMENT

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

1. EXTENSION OF THE LEASE TERM. The Term of the Lease shall be extended by a period of ten (10) years commencing on February 1, 2026 (the "Commencement Date"), subject to mutual execution of this Amendment No. 1 and its approval by the Los Angeles County Board of Supervisors. The period commencing on the Commencement Date and terminating on January 31, 2036 shall be referred to herein as the "Amendment No. 1 Extension Term."
2. RENT. Effective upon the Amendment No. 1 Extension Term Commencement Date, paragraph 5, RENT, of the Lease is hereby deleted in its entirety and following paragraph shall be added as a new paragraph 5, RENT, to the Lease:
 5. RENT. Tenant agrees to pay as Base Rent for the Premises during the Amendment No. 1 Extension Term, the sum of EIGHT THOUSAND EIGHT HUNDRED THIRTY-FIVE DOLLARS AND SEVENTY-FIVE CENTS (\$8,835.75) per month (i.e., \$2.75 per rentable square foot per month), for approximately 3,213 square feet of office space.

Commencing on the first anniversary of the Amendment No. 1 Extension Term Commencement Date, and on each subsequent anniversary of the Amendment No. 1 Extension Term Commencement Date (including any anniversary occurring during a holdover period, if any), the Base Rent shall increase by three percent (3%) per annum.

3. RENT ABATEMENT. Provided Tenant is not in material default under any material term or provision of the Lease beyond any applicable notice and cure period, the Base Rent for the first (1st) and second (2nd) months of the Amendment No. 1 Extension Term shall be abated. Tenant shall have the option to convert all or any portion of its rental abatement toward an increase in its "Tenant Improvement Allowance," as defined below.

4. EARLY TERMINATION NOTICE DATES. Effective upon the Amendment No. 1 Extension Term Commencement Date, paragraph 1.1.i., EARLY TERMINATION NOTICE DATES, of the Lease is hereby deleted in its entirety and the following paragraph shall be added as a new paragraph 1.1.i., EARLY TERMINATION NOTICE DATES:

i. Early Termination Notice Date: During the Amendment No. 1 Extension Term, Tenant shall have the right to terminate this Lease for any reason effective at any time after the eighty-fourth (84th) month of the Amendment No. 1 Extension Term.

5. EARLY TERMINATION. Effective upon the Amendment No. 1 Extension Term Commencement Date, paragraph 4.4, EARLY TERMINATION, of the Lease is hereby deleted in its entirety and the following paragraph shall be added as a new paragraph 4.4, EARLY TERMINATION:

Tenant shall have the right to terminate this Lease at any time during the Early Termination Notice Dates, as defined in Section 1, by giving Landlord not less than 120 days prior written notice executed by Tenant's Chief Executive Office, with no early termination penalty.

6. PARKING SPACES: Effective upon the Amendment No. 1 Extension Term Commencement Date, paragraph 1.1.m., PARKING SPACES, of the Lease is hereby deleted in its entirety and following paragraph shall be added as a new paragraph 1.1.m., PARKING SPACES:

m. Parking Spaces: Tenant shall have the right to twelve (12) parking spaces (i.e., 3.84 parking spaces per 1,000 RSF of the Premises) at SIXTY-SIX DOLLARS (\$66.00) per space per month fixed for the entire Term of this Lease.

7. SMOKING PROHIBITION. Effective upon the Amendment No. 1 Extension Term Commencement Date, the Lease shall be amended by inserting a new paragraph 36 to the Lease which shall read as follows:

36. 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.)

8. CASP INSPECTION. Effective upon the Amendment No. 1 Extension Term Commencement Date, the Lease shall be amended by inserting a new paragraph 37 to the Lease which shall read as follows:

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

[Check the appropriate box]

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

☐ Have undergone inspection by a Certified Access Specialist and have not been determined to meet all applicable construction related accessibility standards pursuant to California Civil Code Section 55.53. Landlord has provided Tenant with a copy of the CASp inspection report at least 48 hours prior to the execution of this Lease. A Certified Access Specialist (CASP) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from

obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

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

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

9. **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 Amendment No. 1 other than Cushman & Wakefield of California, Inc. ("Tenant's Agent") and shall indemnify and hold harmless each other against any loss, cost, liability or expense incurred by the other party as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made in variance with this representation. The terms of any commissions due shall be pursuant to a separate commission agreement by and among Landlord and Tenant's Agent.

10. **AUTHORITY.** Only the County's Board of Supervisors ("Board of Supervisors") has the authority, by formally approving and/or executing this Amendment No. 1, to bind Tenant to the terms included herein. Landlord understands that no material terms of this Amendment No. 1 may be altered or deleted, nor may any new material terms be added to this Amendment No. 1, without the express written approval of the Board of Supervisors, either through an amendment to the Amendment No. 1 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 Amendment No. 1, and Landlord may not rely upon any representations to the contrary. This limitation of authority applies to all material terms of the Amendment No. 1 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 Amendment No. 1. Each individual executing this Amendment

No. 1 on behalf of Landlord represents and warrants that he or she is duly authorized to execute and deliver this Amendment No. 1 on behalf of Landlord, and that this Amendment No. 1 is binding upon Landlord in accordance with its terms.

11. LEASE IN FULL FORCE AND EFFECT. Except as expressly amended as set forth in this Amendment No. 1, the terms and conditions of the Lease remain unmodified and in full force and effect. Except as expressly modified by this Amendment No. 1, all other terms and conditions of the Lease are hereby ratified and affirmed. In the event of any express conflict or inconsistency between the terms of this Amendment No. 1 and the terms of the Lease, the terms of this Amendment No. 1 shall control and govern. Any defined terms that are not defined in this Amendment No. 1 shall have the meanings ascribed thereto in the Lease unless the context clearly indicates otherwise.


12. COUNTERPARTS; ELECTRONIC SIGNATURES. This Amendment No. 1 and any other document necessary for the consummation of the transaction contemplated by this Amendment No. 1 may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Amendment No. 1 and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Amendment No. 1 had been delivered had been signed using a handwritten signature. Landlord and Tenant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Amendment No. 1 is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Amendment No. 1 based on the foregoing forms of signature. If this Amendment No. 1 has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA") (Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

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

LANDLORD:

PARADISE BUILDING, LLC,
a California limited liability company

By: 
Name: MOSES RAIMAN
Title: CFO

TENANT:

COUNTY OF LOS ANGELES,
corporate and politic

FESIA A. DAVENPORT
Chief Executive Officer

By: _____
John T. Cooke
Assistant Chief Executive Officer


ATTEST:

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

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: 
Senior Deputy

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	10/29/2025							
BOARD MEETING DATE	11/18/2025							
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input checked="" type="checkbox"/> 4 th <input type="checkbox"/> 5 th							
DEPARTMENT(S)	Department of Mental Health							
SUBJECT	8-year lease amendment to renew 3,459 square feet of office space and 22 on-site parking spaces at 12440 Imperial Highway, Suite 770, Norwalk, CA							
PROGRAM	CARE Program							
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No							
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:							
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.							
DEADLINES/ TIME CONSTRAINTS								
COST & FUNDING	<table border="1"> <tr> <td>Total cost: \$836,000</td><td>Funding source: The rental costs will be funded by State and Federal funds with the current subvention rate of 100 percent that is already included in DMH's existing budget. The subvention rate may be subject to change in future years and net County cost (NCC) variance will be absorbed by DMH. DMH will not be requesting additional net County cost (NCC) for this action.</td></tr> <tr> <td colspan="2">TERMS (if applicable): The proposed lease amendment will have an annual cost of \$94,000 for the first year, where the landlord will be responsible for all operating expenses, including janitorial, repair and maintenance to the building.</td></tr> <tr> <td colspan="2">Explanation: The proposed lease amendment costs will be fully percent funded by State and Federal funds that is already included in DMH'S existing budget. DMH will not be requesting additional NCC for this action. Future funding for the costs associated with the proposed lease amendment will be addressed through the annual budget process for DMH.</td></tr> </table>		Total cost: \$836,000	Funding source: The rental costs will be funded by State and Federal funds with the current subvention rate of 100 percent that is already included in DMH's existing budget. The subvention rate may be subject to change in future years and net County cost (NCC) variance will be absorbed by DMH. DMH will not be requesting additional net County cost (NCC) for this action.	TERMS (if applicable): The proposed lease amendment will have an annual cost of \$94,000 for the first year, where the landlord will be responsible for all operating expenses, including janitorial, repair and maintenance to the building.		Explanation: The proposed lease amendment costs will be fully percent funded by State and Federal funds that is already included in DMH'S existing budget. DMH will not be requesting additional NCC for this action. Future funding for the costs associated with the proposed lease amendment will be addressed through the annual budget process for DMH.	
Total cost: \$836,000	Funding source: The rental costs will be funded by State and Federal funds with the current subvention rate of 100 percent that is already included in DMH's existing budget. The subvention rate may be subject to change in future years and net County cost (NCC) variance will be absorbed by DMH. DMH will not be requesting additional net County cost (NCC) for this action.							
TERMS (if applicable): The proposed lease amendment will have an annual cost of \$94,000 for the first year, where the landlord will be responsible for all operating expenses, including janitorial, repair and maintenance to the building.								
Explanation: The proposed lease amendment costs will be fully percent funded by State and Federal funds that is already included in DMH'S existing budget. DMH will not be requesting additional NCC for this action. Future funding for the costs associated with the proposed lease amendment will be addressed through the annual budget process for DMH.								
PURPOSE OF REQUEST	Approval of the recommended actions will authorize use of office space for DMH.							
BACKGROUND (include internal/external issues that may exist including any related motions)	The proposed 8-year lease amendment to renew at the subject property for approximately 3,459 square feet of office space and 22 on-site parking spaces which will enable the Department to use the space for its CARE program.							
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:							
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:							
DEPARTMENTAL CONTACTS	Alexandra Nguyen-Rivera Section Chief, Leasing CEO Real Estate Division 213-974-4189 arivera@ceo.lacounty.gov							



Chief Executive Office.

COUNTY OF LOS ANGELES

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

ACTING CHIEF EXECUTIVE OFFICER

Joseph M. Nicchitta

"To Enrich Lives Through Effective and Caring Service"

November 18, 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:

**EIGHT-YEAR LEASE AMENDMENT
DEPARTMENT OF MENTAL HEALTH
12440 IMPERIAL HIGHWAY, NORWALK, CA
(4TH DISTRICT) (3 VOTES)**

SUBJECT

Approval of a proposed eight-year lease amendment to renew an existing lease to provide the Department of Mental Health (DMH) continued use of 3,459 square feet of office space and 22 on-site parking spaces for DMH.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed lease amendment is exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and in the record of the project.
2. Authorize the Acting Chief Executive Officer, or his designee, to execute the proposed lease amendment with Sonnenblick Del Rio Norwalk LLC, a Delaware limited liability company (Landlord), for approximately 3,459 square feet of office space and 22 on-site parking spaces located at 12440 Imperial Highway, Suite 770, Norwalk, (Premises) to be occupied by DMH. This proposes a lease amendment for a term of eight years. The estimated maximum first year base rental cost is \$82,000. The estimated total proposed lease amendment cost, including parking and utilities, is \$836,000 over the eight-year term. The rental costs will be funded by State and Federal funds with the current subvention rate of

100 percent that is already included in DMH's existing budget. The subvention rate may be subject to change in future years and net County cost (NCC) variance will be absorbed by DMH. DMH will not be requesting additional NCC for this action.

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

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

DMH has occupied the Premises since 2023 to house the Community Assistance Recovery and Empowerment (CARE) program and the current lease term is set to expire on November 30, 2025. The CARE program is a result of legislative mandate State Bill 1339 and provides comprehensive and coordinated services to the most vulnerable Los Angeles County residents to improve care to high-risk, high-need, high-utilizers of multiple public systems, to enhance the delivery of comprehensive interventions. The CARE program provides those with chronic mental illness in the schizophrenia spectrum with an opportunity to voluntarily access treatment program with court oversight which provides personnel to attend court hearings and provide field based mental health services. DMH initially needed a temporary location as the State was going to open its CARE court program at another courthouse. The State cancelled its CARE court program so a longer term is needed at this location where DMH can continue its CARE program at the Norwalk Courthouse.

The Premises houses approximately 34 staff using 30 workstations. While DMH has implemented telework where possible, on-site coverage is necessary to provide direct services to those in need. The Premises is within close proximity to the Norwalk Courthouse that will enable DMH staff to provide services for incarcerated persons with chronic mental illness. The site is easily accessible and adequately served by public transportation routes, including the Norwalk Metrolink station.

The proposed lease amendment will enable DMH to remain and serve Los Angeles County (County), avoid relocation costs, and interruption of services.

Implementation of Strategic Plan Goals

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

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

The proposed lease amendment supports the above goals and objective by providing DMH office space located in the appropriate service area.

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

FISCAL IMPACT/FINANCING

The estimated maximum first year base rental cost is \$82,000. The aggregate cost associated with the proposed lease amendment over the entire term, including parking and utilities, is \$836,000, as shown in Enclosure B-1. The proposed lease amendment costs will be fully funded by State and Federal funds with the current subvention rate of 100 percent that is already included in DMH's existing budget. The subvention rate may be subject to change in future years and the NCC variance will be absorbed by DMH. DMH will not be requesting additional NCC for this action.

Sufficient funding to cover the proposed rent for the first year of the proposed lease amendment term is included in the Fiscal Year (FY) 2025-26 Rent Expense budget and will be billed back to DMH. DMH has sufficient funding in its FY 2025-26 Operating Budget to cover the proposed rent for the first year. Future funding for the costs associated with the proposed lease amendment will be addressed through the annual budget process for DMH.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

- Upon commencement of the proposed lease amendment, the annual rental rate will decrease from \$23.84 per square foot, per year, to \$23.64 per square foot, per year. Base rent is subject to fixed annual increases at 3 percent.
- The Landlord at its sole cost and expense shall complete certain minor improvements to the Premises. Additionally, upon the County's request, the Landlord will paint and install new carpet within the entire Premises after the 60th month of occupancy.
- The Landlord is responsible for the operating and maintenance cost of the building, and the County is responsible for utilities. The County has no responsibility for any operating and maintenance costs.

- The Landlord will provide a total of 22 parking spaces of which there are 14 parking spaces with a monthly parking rate of \$20 per space per month and an additional eight supplemental parking spaces at a monthly parking rate of \$40 per space per month.
- A comparison of the existing lease and the proposed lease amendment terms is shown in Enclosure B-2.
- The proposed lease amendment is for an eight-year term with no options to renew.
- The County has the right to terminate the proposed lease amendment early any time after 60th month, with 120 days' prior written notice.
- Holdover at the proposed lease amendment expiration is permitted on the same lease terms and conditions except the monthly base rent during the first six months of the holdover period will remain the same as the last monthly base rent payable under the proposed lease amendment. If the County remains in holdover after the initial six-month period, the monthly base rent shall increase 25 percent of the base rent. 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 proposed lease amendment will be effective upon approval by the Board and full execution of the proposed lease amendment, but the term and new rent will commence December 1, 2025, following the expiration of the existing lease on November 30, 2025.

The Chief Executive Office conducted a market search of available office space for lease, but was unable to identify any sites that could accommodate this requirement more economically. Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$21.60 and \$30.00 per square foot, per year. The base annual rental rate of \$23.64 per square foot, per year, for the proposed lease amendment represents a rate that is within the market range for the area. Further, relocation to a new building would require costly new tenant improvements and disrupt services. We recommend the proposed Premises as the most suitable to meet the County's space requirements.

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

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

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

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

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

ENVIRONMENTAL DOCUMENTATION

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

Upon the Board's approval of the recommended actions, a Notice of Exemption will be filed with the Registrar-Recorder/County Clerk and with the State Clearinghouse in the Office of Land Use and Climate Innovation in accordance with section 21152 (a) of the California Public Resources Code and will be posted to the County's website, pursuant to section 21092.2.

The Honorable Board of Supervisors
November 18, 2025
Page 6

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

Respectfully submitted,

JOSEPH M. NICCHITTA
Acting Chief Executive Officer

JMN:JG:JTC
JLC:HD:ANR:OM:ns

Enclosures

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

**DEPARTMENT OF MENTAL HEALTH
12440 IMPERIAL HIGHWAY, NORWALK**

Asset Management Principles Compliance Form¹

1.	<u>Occupancy</u>		Yes	No	N/A
	A	Does lease consolidate administrative functions? ²		X	
	B	Does lease co-locate with other functions to better serve clients? ²			X
	C	Does this lease centralize business support functions? ²	X		
	D	Does this lease meet the guideline of 200 sq. ft of space per person? Based on 34 staff, the sq ft per person is 102.		X	
	E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? ² 22 spaces parking spaces provides a ratio of 6.37/1000.		X	
	F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location? ²	X		
2.	<u>Capital</u>				
	A.	Is it a substantial net County cost (NCC) program?		X	
	B	Is this a long-term County program?	X		
	C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?		X	
	D	If no, are there any suitable County-owned facilities available?		X	
	E	If yes, why is lease being recommended over occupancy in County-owned space?			X
	F	Is Building Description Report attached as Enclosure C?	X		
	G	Was build-to-suit or capital project considered? ²			X
3.	<u>Portfolio Management</u>				
	A	Did department use CEO Space Request Evaluation (SRE)?	X		
	B	Was the space need justified?	X		
	C	If a renewal lease, was co-location with other County departments considered?			X
	D	Why was this program not co-located with other County departments?			
		1. ____ The program clientele requires a "stand alone" facility.			
		2. ____ 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? ² County is responsible for utilities.		X	
	F	Has growth projection been considered in space request?	X		
	G	¹ Has the Dept. of Public Works completed seismic review/approval?	X		
¹ As adopted by the Board of Supervisors 11/17/98					
² If not, why not?					

ENCLOSURE B-1

OVERVIEW OF THE PROPOSED BUDGETED LEASE COSTS									
12440 Imperial Highway, Suite 770, Norwalk									
Department of Mental Health									
Basic Lease Assumptions									
Leased Area (sq.ft.)	3,459								
No. Parking Spaces	14								
No. Supplemental Parking Spaces	8								
	Monthly	Annual							
Rent (per sq. ft.)	\$1.97	\$23.64							
Term	96	8							
Parking cost per space per month	\$20.00	\$240.00							
Supplemental Parking cost per space per month	\$40.00	\$480.00							
Annual Rent Adjustment	3%								
	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year	6 th Year	7 th Year	8 th Year	Total 8 Year Rental
Annual Base Rental Costs	\$82,000	\$85,000	\$88,000	\$91,000	\$94,000	\$97,000	\$100,000	\$103,000	\$740,000
Parking Costs ⁽¹⁾	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$64,000
Utilities ⁽²⁾	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$32,000
Total Paid to Landlord	\$94,000	\$97,000	\$100,000	\$103,000	\$106,000	\$109,000	\$112,000	\$115,000	\$836,000
Footnotes									
⁽¹⁾ Includes both parking and supplemental parking expenses.									
⁽²⁾ Estimate is based on actual usage for July 1, 2025 through June 30, 2025 and subject to change.									
*Calculation note: All numbers are rounded up to ensure sufficient funds available to pay the specified expense.									

COMPARISON OF THE PROPOSED LEASE AMENDMENT TO EXISTING LEASE*

	Existing Lease: 12440 Imperial Highway, Norwalk, CA	Proposed Lease Amendment: 12440 Imperial Highway Norwalk, CA	Change
Area (Square Feet)	3,459	3,459	No change
Term (years)	2 years	8 years	+6 years
Annual Base Rent	\$83,000	\$82,000	-\$1,000
Number of Parking Spaces	14	22	+8
Annual Parking Cost	\$3,400*	\$8,000	+\$4,600
Rental rate adjustment	Annual three (3) percent escalations	Annual three (3) percent escalations	No change

*All numbers are rounded up.

**DEPARTMENT OF MENTAL HEALTH
SPACE SEARCH – 3 MILE RADIUS
12440 IMPERIAL HIGHWAY, NORWALK 90650**

LACO	Name	Address	Ownership	Gross Sq Ft	Vacant
Y534	Star Center - Academy Building D	11515 S Colima Rd Whittier 90604	Financed	16,551	No
A566	Sheriff - So Cal High Tech Task Force	9900 Norwalk Blvd Santa Fe Springs 90670	Leased	22,880	No
A176	Health Services - Ems	10100 Pioneer Blvd Santa Fe Springs 90670	Leased	41,720	No
A066	PW - Inc City Office (Artesia)	18747 S Clarkdale Ave Artesia 90701	Gratis Use	14,810	No
D221	DPSS - Norwalk WS District Office	12727 Norwalk Blvd Norwalk 90650	Leased	40,500	No
6335	Probation - Rio Hondo Area Office	8240 S Broadway Ave Whittier 90606	Owned	19,997	No
A358	DPSS - Information Technology Division (ITD)	14714 Carmenita Rd Norwalk 90650	Leased	44,250	No
A355	DCFS - Santa Fe Springs (SPA 7)	10355 Slusher Dr Santa Fe Springs 90670	Leased	65,568	No
Y533	Star Center - Academy Building C	11515 S Colima Rd Whittier 90604	Financed	15,578	No
Y535	Star Center - Academy Building E	11515 S Colima Rd Whittier 90604	Financed	19,984	No

FACILITY LOCATION POLICY ANALYSIS

Proposed lease: Proposed Lease Amendment for the Department of Mental Health – 12440 Imperial Highway, Norwalk – 4th District.

A. Establish Service Function Category – CARE Program

B. Determination of the Service Area – Service Area 4 near Norwalk Courthouse due to concentration of clients and service area coverage

C. Apply Location Selection Criteria to Service Area Data

- Need for proximity to service area and population: N/A
- 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., local bus routes and the Norwalk Metrolink Station.
- Availability of affordable housing for County employees: The surrounding area provides for affordable housing and rental opportunities.
- Use of historic buildings: N/A
- Availability and compatibility of existing buildings: There are no alternative existing County buildings available to meet DMH's needs.
- Compatibility with local land use plans: The City of Norwalk 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 \$836,000.

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 \$21.60 and \$30.00 per square foot, per year. The base annual rental rate of \$23.64 per square foot, per year for the proposed lease amendment represents a rate that is within the market range for the area. Further, relocation to a new building would require costly new tenant improvements and disrupt services. We recommend the proposed Premises as the most suitable to meet the County's space requirements

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

The proposed lease will provide adequate and efficient office space for 34 employees consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012.

AMENDMENT NO. 1 TO LEASE NO. 300086
DEPARTMENT OF MENTAL HEALTH
12440 IMPERIAL HIGHWAY, SUITE 770, NORWALK

THIS AMENDMENT NO. 1 TO LEASE NO. 300086 (this "Amendment No. 1") is made and entered into as of _____, 2025 (the "Effective Date"), by and between SONNENBLICK DEL RIO NORWALK LLC, a Delaware limited liability company, ("Landlord") and COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant").

RECITALS

A. WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated November 14, 2013 (the "Lease").

B. WHEREAS, Lease No. 300086 allows Tenant to lease approximately 3,459 square feet of office space located at 12440 Imperial Highway, Suite 770, Norwalk, California 90650 (as more particularly described in the Lease, the "Premises").

C. WHEREAS, Landlord and Tenant desire to amend the Lease to extend the Term of the Lease and to otherwise modify the Lease as provided herein.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Lease Term. Commencing on December 1, 2025 (the "Extended Term Commencement Date"), following approval by the Board of Supervisors of this Amendment No. 1 and its full execution, the Lease is hereby extended for an additional period of eight (8) years (the "Extended Term"), so that the Extended Term shall commence December 1, 2025 and the new Lease "Termination Date" (as defined in the Lease) shall be November 30, 2033 (the "Termination Date"). Effective as of the date hereof, (i) any references in the Lease to "Term" shall be deemed to include the "Extended Term."

2. RENT. Commencing on the Extended Term Commencement Date, in addition to all other costs and expenses payable by Tenant pursuant to the Lease, Section 5.2(a) shall be amended and replaced as follows:

Base Rent in the Extended Term is subject to fixed three (3%) annual increases over the previous year's Base Rent as follows:

Months (Extended Term)	Monthly Base Rent
1-12	\$6,814.23
13-24	\$7,018.66
25-36	\$7,229.22
37-48	\$7,446.09
49-60	\$7,669.48
61-72	\$7,899.56
73-84	\$8,136.55
85-96	\$8,380.64



3. Improvements to the Premises. As consideration for Tenant entering into this Amendment No. 1, Landlord agrees to perform the following tenant improvement work at Landlord's sole cost:

- (i) Paint and install new carpet within the Premises upon the 60th month of occupancy or thereafter, per Tenant request, if there is no intent to vacate within 36 months of such request.
- (ii) Install combination lock for the main front door
- (iii) Replace all damaged ceiling tiles
- (iv) Replace or rearrange, as necessary to maintain best possible appearance, damaged carpet tiles throughout the leased Premises
- (v) Install carpeting in the enclosed office

4. Parking. Section 21.1 is hereby replaced in its entirety with the following:

Tenant shall have the right to the number of parking spaces set forth in Section 1.1 for the Term of this Lease. No tandem parking shall be required or allowed except as provided below, and Tenant shall be entitled to full in/out access 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. Tenant shall have the right to increase or decrease the number of reserved and/or unreserved parking subject to availability and 30 days written notice to the Landlord; provided, however, Landlord shall have the right to recapture any increase in parking should such parking be required for other tenancies. Landlord, at its sole expense, shall provide Tenant with 14 access card or key fobs for parking and building access. If additional access cards or key fobs are later required, lost, stolen, or replaced, Tenant shall pay ten dollars (\$10) per access card or key fob. Landlord shall deliver parking in compliance with code including ADA. Tenant may request in writing additional parking (Supplemental Parking), if available at a monthly cost of forty dollars (\$40) per parking space, however, Landlord shall have the right to recapture any Supplemental Parking should such parking be required for other tenancies.

Section 1.1(m) shall be amended and replaced as follows:

(m) Parking Spaces: (See Section 21)	14 unreserved spaces at a cost of \$20 per space/month, fixed for the terms of the Lease. In addition, 8 Supplemental Parking spaces at a cost of \$40.00 per month as set forth in Section 21.
---	---

5. Early Termination Right. Notwithstanding anything to the contrary contained in the Lease, commencing on the Extended Term Commencement Date, Tenant shall have the right, exercisable in its sole discretion, to terminate the Lease after the 60th month following the Extended Term Commencement Date, by giving Landlord not less than one hundred twenty (120) days prior written notice, executed by Tenant's Chief Executive Officer, or his/her designee.



6. 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 Amendment No. 1 other than as disclosed to the other in writing and shall indemnify and hold harmless each other against any loss, cost, liability or expense incurred by the other party as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made in variance with this representation.

7. Authority. Only the County's Board of Supervisors ("Board of Supervisors") has the authority, by formally approving and/or executing this Amendment No. 1, to bind Tenant to the terms included herein. Landlord understands that no material terms of this Amendment No. 1 may be altered or deleted, nor may any new material terms be added to this Amendment No. 1, without the express written approval of the Board of Supervisors, either through an amendment to the Amendment No. 1 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 Amendment No. 1, and Landlord may not rely upon any representations to the contrary. This limitation of authority applies to all material terms of the Amendment No. 1 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 Amendment No. 1, including without limitation, granting any approvals, terminating this Amendment No. 1 in the manner provided herein by an early termination notice or otherwise, signing estoppel certificates, signing the Commencement Date Memorandum and Confirmation of Amendment No. 1 Terms or subordinating this Amendment No. 1. Each individual executing this Amendment No. 1 on behalf of Landlord represents and warrants that he or she is duly authorized to execute and deliver this Amendment No. 1 on behalf of Landlord, and that this Amendment No. 1 is binding upon Landlord in accordance with its terms.

8. Notices.

- (i) Landlord's address for notices in the Lease is hereby deleted and replaced with the following:

Sonnenblick Del Rio Norwalk LLC
12440 Imperial Highway,
Office of the Building, Suite 101
Norwalk, CA 90650

- (ii) Tenant's address for notices in the Lease is hereby deleted and replaced with the following:

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

With a copy to:



County of Los Angeles
Office of the County Counsel
648 Kenneth Hahn Hall of Administration
500 West Temple Street, Suite 648
Los Angeles, CA 90012-2713
Attention: Property Division

9. Severability. If any provision of this Amendment No. 1 is determined by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, the remaining provisions and any partially invalid or unenforceable provision to the extent valid and enforceable shall nevertheless be binding, valid and enforceable.

10. Further Assurances. Each of the parties hereto agrees to execute and deliver all such further documents and to take all such further actions as may be reasonably requested by the other party hereto to effectuate fully the terms and provisions of this Amendment No. 1, provided such documents or actions do not limit, reduce or impair the rights of the party upon whom such request is made.

11. Binding Effect. This Amendment No. 1 shall be binding upon and inure to the benefit of Landlord, its successors and assigns and Tenant and its permitted successors and assigns.

12. Warranty. Landlord and Tenant each warrant and represent to the other that the representing party is not aware of any present and outstanding violations, defaults or breaches of the Lease by the other party, and each representing party has no known claims or offsets of any kind or nature against the other party.

13. Effect of Amendment. Except to the extent set forth herein, the terms and provisions of the Lease shall remain unmodified and in full force and effect. In the event of conflict between the terms of the Lease and the terms of this Amendment No. 1, the terms of this Amendment No. 1 shall prevail.

14. Entire Agreement. This Amendment No. 1, together with the Lease, embodies the entire understanding between Landlord and Tenant with respect to its subject matter and can be changed only by an instrument in writing signed by Landlord and Tenant.

15. Defined Terms. Unless otherwise specifically defined in this Amendment No. 1, terms with initial capital letters in this Amendment No. 1 shall have the same meaning as such terms have in the Lease.

16. No Construction Against Party Drafting. Amendment No. 1. Landlord and Tenant acknowledge and agree that each of them, and their respective professional advisors, have reviewed this Amendment No. 1 and that the provisions of this Amendment No. 1 shall not be construed against either party. The rule of construction that ambiguities are to be construed against the party drafting the agreement shall not apply to the interpretation of this Amendment No. 1 and is waived.

17. Counterpart Execution. This Amendment No. 1 may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which together shall constitute one instrument.



[signature page to follow]

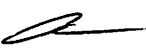
A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a single word or a short phrase.

IN WITNESS WHEREOF, this Amendment No. 1 has been executed as of the Effective Date first above written.

LANDLORD:

SONNELBLICK DEL RIO NORWALK LLC,
a Delaware limited liability company

By: 
Nelson Del Rio
Its authorized signatory



TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

JOSEPH M. NICCHITTA
Acting 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

