



Board of Supervisors

Operations Cluster Agenda

Review Meeting

REVISED

DATE: January 21, 2026

TIME: 2:00 p.m. – 4:00 p.m.

MEETING CHAIR: Tami Omoto-Frias, 1st Supervisorial District

CEO MEETING FACILITATOR: Dardy Chen

THIS MEETING IS HELD UNDER THE GUIDELINES OF BOARD POLICY 3.055

**THIS MEETING WILL BE
CONDUCTED 100% VIRTUALLY**

To participate in this meeting virtually, please call teleconference number 1 (323) 776-6996 and enter the following 359163428# or [Click here to join the meeting](#)

Teams Meeting ID: 296 429 091 989 41

Passcode: jZ9Ch2sJ

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. INFORMATIONAL ITEM(S):

[Any informational item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]

A) Board Letter:

TEN-YEAR GRATIS LEASE AMENDMENT
ANTELOPE VALLEY DOMESTIC VIOLENCE COUNCIL, INC.
1150 WEST AVENUE I, LANCASTER
CEO-RE - Kristal Ghil, Senior Real Property Agent

B) **Board Letter:**

TEN-YEAR AND SIX-MONTH LEASE
DEPARTMENT OF HEALTH SERVICES
1000 SOUTH FREMONT AVENUE, ALHAMBRA
CEO-RE - Alexandra Nguyen-Rivera, Section Chief, Leasing

3. BOARD MOTION ITEM(S):

A) ~~SD2/SD4 ADOPTING FORMULAS TO ADVANCE HOUSING SOLUTIONS IN UNINCORPORATED LA COUNTY - REMOVED~~

4. DISCUSSION/PRESENTATION ITEM(S):

A) **Board Letter:**

APPROVE TO UTILIZE FUNDS FROM THE COUNTY'S INFORMATION TECHNOLOGY FUND FOR THE PURCHASE OF 201 MOTOROLA APX 8000 RADIOS AND APPROVE APPROPRIATION ADJUSTMENT FY 2025-26
ACC/CIO - Syed Abedin, Senior Information Systems Analyst

5. PUBLIC COMMENT

6. ADJOURNMENT

UPCOMING ITEMS FOR JANUARY 28, 2026:

A) **Board Memo:**

ADVANCE NOTIFICATION OF INTENT TO ENTER INTO NEGOTIATIONS FOR A SOLE SOURCE AMENDMENT TO EXTEND CONTRACT NUMBER 78636 WITH LEGACY COMPUTER SERVICE TO PROVIDE CONTINUED HEWLETT PACKARD TANDEM NONSTOP COMPUTER HARDWARE MAINTENANCE SERVICES
LASD/CIO - Tony Liu, Administrative Services Manager II

B) **Board Memo:**

ADVANCE NOTIFICATION OF INTENT TO ENTER INTO NEGOTIATIONS FOR A SOLE SOURCE AMENDMENT TO EXTEND CONTRACT NUMBER 55301 WITH MODAXO TRAFFIC MANAGEMENT USA INC. FOR PARKING CITATION PROCESSING SERVICES
LASD/CIO - Aloett Martin, Administrative Services Manager II

C) **Board Letter:**

REQUEST TO AUTHORIZE THE PURCHASE OF KEYCARD SYSTEM FOR THE
DEPARTMENT OF REGISTRAR-RECORDER/COUNTY CLERK

RRCC/CIO - Jennifer Storm, Division Manager, Finance and Management Division and
Jeffrey Klein, Division Manager, Management Support Branch

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 | 1/21/2026 | | | | | | |
| BOARD MEETING DATE | 2/10/2026 | | | | | | |
| SUPERVISORIAL DISTRICT AFFECTED | <input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input checked="" type="checkbox"/> 5 th | | | | | | |
| DEPARTMENT(S) | CEO-RED | | | | | | |
| SUBJECT | Request for delegated authority to the Chief Executive Officer to execute a 10-year lease amendment with Antelope Valley Domestic Violence Council, Inc. for County Owned property 1150 West Ave. I in Lancaster. | | | | | | |
| PROGRAM | N/A | | | | | | |
| 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 | Current term expired on December 10, 2025. Agreement is now in hold over. | | | | | | |
| COST & FUNDING | Total cost: N/A | | Funding source: N/A | | | | |
| | TERMS (if applicable): The proposed term is 10 years, with no extension options. | | | | | | |
| | Explanation: | | | | | | |
| PURPOSE OF REQUEST | To amend the existing gratis lease for 1150 West Ave. I in Lancaster to extend the lease term for an additional 10-years, to remove the monthly holdover rent and waive the holdover rent due commencing December 10, 2025, not to exceed \$60,000. | | | | | | |
| BACKGROUND (include internal/external issues that may exist including any related motions) | County has leased out space to the Antelope Valley Domestic Violence Council since 2001, and its current term expired on December 10, 2025. The amendment has a 10-year term with no extension options. The rent will continue to be gratis and AVDVC will be responsible for all repairs and maintenance. | | | | | | |
| EQUITY INDEX OR LENS WAS UTILIZED | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how: | | | | | | |
| SUPPORTS ONE OF THE NINE BOARD PRIORITIES | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Child Protection | | | | | | |
| DEPARTMENTAL CONTACTS | Kristal Ghil, Senior Real Property Agent CEO Real Estate Division 213-974-4453 KGhil@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

February 10, 2026

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 GRATIS LEASE AMENDMENT
ANTELOPE VALLEY DOMESTIC VIOLENCE COUNCIL, INC.
1150 WEST AVENUE I, LANCASTER
(FIFTH DISTRICT) (3 VOTES)**

SUBJECT

Approval of a proposed ten-year gratis lease amendment (Amendment) with Antelope Valley Domestic Violence Council, Inc, a California nonprofit public benefit organization (AVDVC) to continue operation of the Valley Oasis Shelter for victims of domestic violence, located at 1150 West Avenue I, Lancaster (Premises).

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed Amendment for the continued use by the AVDVC at the Premises is categorically exempt from the provisions of the California Environmental Quality Act (CEQA), for the reasons stated in this Board letter.
2. Find that pursuant to Government Code Section 26227, the recommended action to authorize execution of the proposed Amendment will serve a public purpose and will make available County real property, not needed for County purposes, and by extending the lease term on a gratis basis to AVDVC will meet the social needs of the population of Los Angeles County (County), by providing services for victims of domestic violence.
3. Authorize the Acting Chief Executive Officer, or his designee, to execute the proposed Amendment on the terms described in this Board Letter, including waiver of any past due holdover rent in an amount not to exceed \$60,000.

4. Approve the Amendment and authorize the Acting Chief Executive Officer, or his designee, to negotiate, approve, and execute any ancillary documentation or amendments, approved as to form by County Counsel, which are necessary to effectuate and implement the proposed Amendment of the Premises to AVDVC and waive hold over rent, as set forth herein.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The County prioritizes efforts that support vulnerable populations, including, but not limited to, all victims of domestic violence. AVDVC has operated the Valley Oasis Shelter for victims of domestic violence since 1981. AVDVC occupies an improved County-owned parcel, containing approximately 160,000 square feet of land, along with bungalows and other structures, totaling approximately 17,000 square feet, located in the Antelope Valley.

AVDVC operates an emergency shelter, open 24 hours a day, providing services such as counseling, shelter, food, clothing, transportation, and legal assistance to men, women, and children of all ages who are victims of domestic violence. This shelter is unique in that it is one of the first shelters in the Country to provide services to men. The shelter has a 65-bed capacity and on average assists 330 individuals per year. It also offers a transitional housing program and works directly with programs such as the County's Welfare-to-Work program and a domestic violence intervention program funded through the County's Department of Public Social Services.

In 1994, your Board approved a ten-year gratis license with AVDVC, and in 2001, the Board approved a replacement of the license agreement with a ten-year gratis lease to assist the AVDVC in qualifying for the Federal Emergency Shelter Grant 2000, which would be used to upgrade the existing facility. The lease was subsequently amended in 2005 to extend the term and to clarify that AVDVC would be responsible for all repairs and maintenance of the property. It was amended again in 2016 to extend the term to December 10, 2025. The lease is now in a month-to-month tenancy. As per the lease, hold-over rent is assessed at a fair market value not less than \$20,000 per month. At no fault of AVDVC, the proposed Amendment and this Board letter could not be completed before the lease went into holdover.

To be consistent with the hold-over provisions in other County gratis leases, the proposed Amendment includes removal of any requirement to pay hold-over rent. In addition, the proposed Amendment waives any hold over rent that might be due and payable to the County under the lease, including any hold-over rent due from the period commencing December 5, 2025, to the date the proposed Amendment is executed, which should not exceed \$60,000.

Section 26227 of the California Government Code authorizes your Board to make available real property to nonprofit corporations to carry out programs that meet the social needs of the population of the County. We recommend the proposed Amendment

continues AVDVC's gratis use of the property because AVDVC has been improving the property with new buildings, landscaping, gates, walls, playground equipment, generators, and Americans with Disabilities Act-compliant, among other items through grants that they regularly apply for.

The proposed Amendment will have the following new provisions:

- An extension of term to December 10, 2035.
- Updated insurance provisions to align with current County insurance requirements.
- The County's consent required for any lease assignment, and to limit such assignment to another nonprofit entity that will provide services comparable to the current use.
- An annual \$1,000 inspection fee for two inspections per lease year to verify that the property is maintained in good condition.
- Deletes the requirement to pay hold-over rent and waives any hold-over rent due from the period commencing December 5, 2025, to the date the proposed Amendment is executed, which should not exceed \$60,000.

Implementation of Strategic Plan Goals

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

The Countywide Strategic Plan North Star 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 Amendment is also consistent with the Strategic Asset Management Goal to strengthen connection between service priorities and asset decisions, and Key Objective No. 1 of Funding Highest Priority Needs.

The proposed Amendment supports the above goals and objective by using County-owned space to facilitate in the support of vulnerable populations in all aspects of life.

FISCAL IMPACT/FINANCING

There is no fiscal impact by granting the proposed Amendment other than waiving an amount not to exceed \$60,000. AVDVC will continue to provide a vital service to the County's most vulnerable populations while remaining responsible for all costs for maintenance, repairs, utilities, and annual inspection fees associated with the property.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Section 26227 of the California Code authorizes your Board to expend money to establish programs, or fund programs deemed by your Board to be necessary, to meet the social needs of the population of the County. Section 26227, moreover, authorizes your Board to make available real property to nonprofit corporations to carry out these programs without complying with any other provisions of the California Government Code, including the Surplus Land Act. The proposed Amendment will allow the AVDVC to continue to operate its domestic violence shelter at the property on a gratis basis for another ten years.

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

ENVIRONMENTAL DOCUMENTATION

The proposed Amendment is categorically exempt from the provisions of CEQA because it is within certain classes of projects that have been determined not to have a significant effect on the environment according to section 15301 of the State CEQA Guidelines (Existing Facilities), and Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987. Additionally, the action will comply with all applicable regulations, is not located in a sensitive environment, has no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste sites compiled, pursuant to Government Code Section 65962.5, or indications that the project may cause a substantial adverse change in the significance of a historical resource that would make the exemptions inapplicable based on the records of the proposed project.

Upon your 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 at the Governor's Office of Land Use and Climate Innovation, in accordance with section 21152(a) of the Public Resources Code and will be posted to the County's website, pursuant to section 21092.2.

The Honorable Board of Supervisors
February 10, 2026
Page 5

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will not affect any current services.

Respectfully submitted,

JOSEPH M. NICCHITTA
Acting Chief Executive Officer

JMN:JG:JTC
JLC:HD:MGR:KG:ja

Enclosure

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

**AMENDMENT NO. 3 TO LEASE AGREEMENT COL-462
ANTELOPE VALLEY DOMESTIC VIOLENCE COUNCIL**

**THIS AMENDMENT NO. 3 TO ANTELOPE VALLEY DOMESTIC VIOLENCE
COUNCIL LEASE AGREEMENT COL-462** (together with all exhibits, attachments, and
schedules hereto, if any Amendment No. 3) is made and entered into effective as of the last
signature date below (the Effective Date) by and between the COUNTY OF LOS ANGELES, a
body corporate and politic (County) acting by and through its Chief Executive Office and
ANTELOPE VALLEY DOMESTIC VIOLENCE COUNCIL, a California non-profit benefit
organization (individually as a Party and collectively with County, the Parties.) who is the lessee
of a portion of County-owned property containing approximately 160,000 square feet of land,
identified as a portion of Assessor's Parcel Number: 3203-013-900, along with bungalows and
other structures, totaling approximately 16,700 square feet of improvements.

RECITALS:

A. WHEREAS, the parties entered into License Agreement No. 67715 on July 26, 1994,
which was amended on July 5, 2000 (collectively License Agreement No. 67715), whereby a
license agreement was granted for the exclusive use of a portion of County-owned property as
stated above.

B. WHEREAS, the parties agreed to terminate License Agreement No. 67715, upon
entering into Lease Agreement COL-462 on December 11, 2001, for a term of ten years, which
was due to expire on December 10, 2011 (the Agreement);

C. WHEREAS, Lessee and County then entered into Amendment No. 1 to Lease
Agreement COL-462 on February 3, 2005 that amended the term of the Lease to expire on
December 10, 2020;

D. WHEREAS, Lessee and County then entered into Amendment No. 2 to Lease
Agreement COL-462 on March 31, 2016 that amended the term of the Lease to expire on
December 10, 2025;

E. WHEREAS, Lessee is in holdover and is required to pay \$20,000 per month as holdover
rent under the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby
deemed to be a contractual part hereof, and the mutual promises, covenants, and conditions set
forth herein, the parties hereto agree as follows:

1. **Amendment to Lease.** Paragraph 2.01 "Term" will be deleted in its entirety and the
replaced with the following:

"The term of the Lease shall commence on December 11, 2025 and terminate on
December 10, 2035."

2. **Amendment to Lease.** Paragraph 2.02 "Term" will be deleted in its entirety and the
replaced with the following:

"In the event Lessee holds over beyond the end of the term provided with the consent, express or implied of the County, such tenancy shall be from month-to-month only, subject to the terms and conditions of this Lease. To the extent any holdover rent was due to the County for the period commencing December 5, 2025 to the date the proposed Amendment is executed, which should not exceed \$60,000, such amounts are hereby waived."

3. Amendment to Lease. Section 7 "Insurance" will be deleted in its entirety and replaced with the following:

7. Insurance:

7.1 Lessee's Insurance: Without limiting the Lessee's indemnification of Lessor and during the term of this Lease, and until all of its obligations pursuant to this Lease have been met, Lessee shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Lease (the "**Required Insurance**"). These minimum insurance coverage terms, types and limits also are in addition to and separate from any other contractual obligation imposed upon Lessee pursuant to this Lease. The Lessor in no way warrants that the Required Insurance is sufficient to protect the Lessee for liabilities which may arise from or relate to this Lease. The County of Los Angeles reserves the right at its' reasonable discretion to adjust the insurance requirements based on elevated risk factors.

Evidence of Coverage and Notice to Lessor:

Certificate(s) of insurance coverage (Certificate) satisfactory to Lessor, and a copy of an Additional Insured endorsement confirming Lessor and its Agents (defined below) has been given Insured status under the Lessee's General Liability policy, shall be delivered to Lessor at the address shown below and provided prior to the start day of this Lease.

Renewal Certificates shall be provided to Lessor not less than 10 days prior to Lessee's policy expiration dates. The Lessor reserves the right to obtain complete, certified copies of any required Lessee insurance policies at any time.

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 Lessee 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 Lessor required endorsement forms.

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

Certificates and copies of any required endorsements, notices of cancellation shall be delivered to:

County of Los Angeles
Chief Executive Office
Real Estate Division
555 W. 5th Street
Los Angeles, California 90013
Attention: Joyce Chang, Senior Manager

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

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

7.3 Cancellation of or Changes in Insurance: Lessee shall provide Lessor with, or Lessee's insurance policies shall contain a provision that Lessor 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 Lessor 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 Lessor, upon which the Lessor may suspend or terminate this Lease if such default is not cured within 10 days after written notice to Lessee thereof.

7.4 Failure to Maintain Insurance: Lessee's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Lease.

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

7.6 Lessee's Insurance Shall be Primary: Lessee's insurance policies, with respect to any claims related to this Lease, shall be primary with respect to all other sources of coverage available to Lessor. Any Lessor maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Lessee coverage.

7.7 Waiver of Subrogation: To the fullest extent permitted by law, the Lessee hereby waives its and its insurer(s) rights of recovery against Lessor under all required property insurance policies for any loss arising from or related to this Lease. The Lessee shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver. To the fullest extent permitted by law, the Lessor hereby waives its and its insurer(s) rights of recovery against Lessee for any loss arising from or related to this Lease under all required property insurance policies or any self-insurance maintained with respect thereto. The Lessor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver, and to the extent of any self-insurance, hereby waives any such right of subrogation.

7.8 Deductibles and Self-Insured Retentions (SIRs): Lessee's policies shall not obligate the Lessor to pay any portion of any Lessee deductible or SIR. Where deductible requirements are not otherwise stated herein, the Lessor retains the right to require Lessee to reduce or eliminate policy deductibles to not more than \$250,000 (increased annually by the percentage increase in CPI-All Urban Consumers) and SIRs as respects the Lessor, or to provide a bond guaranteeing Lessee's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

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

7.10 Application of Excess Liability Coverage: Lessee 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.

7.11 Severability of Interests: A severability of interest provision shall apply for all the Additional Insureds, ensuring that Sublessee's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policies' limit(s). There shall be no cross liability exclusions.

7.12 Lessor Review and Approval of Insurance Requirements: The Lessor reserves the right to review and adjust the Required Insurance provisions in its discretion and consistent with insurance requirements generally applicable for other children's camp facilities. Insurance Coverage Requirements. Lessee shall maintain the following:

7.13 General Liability insurance (written by ISO policy form CG 00 01 or its equivalent) and endorsed to name County as an additional insured, with limits of not less than the following:

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

7.13.1 Automobile Liability insurance (written on ISO form CA 00 01 or its equivalent) with a limit of liability of not less than \$ 1 million for each accident and

providing coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto"; and

7.13.2 Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California and for which Lessee is responsible, and including Employers' Liability coverage with limits of not less than the following:

| | |
|--------------------------|-------------|
| Each Accident: | \$1 million |
| Disease — policy limit: | \$1 million |
| Disease — each employee: | \$1 million |

7.13.3 Professional Liability insurance (errors and omissions) with limits of insurance no less than \$1,000,000 per claim and \$2,000,000 in the aggregate. Coverage shall include employment practices, student liability, corporal punishment and sexual misconduct. This policy must also provide coverage for third party liability losses, including losses that arise out of local, state, or federal anti-discrimination laws, except that Lessee may instead elect to provide coverage for losses that arise out of local, state, or federal anti-discrimination laws through a separate employment practices liability insurance (EPLI) policy that has limits of not less than \$1,000,000 per claim, \$3,000,000 in the aggregate. Lessee shall maintain the insurance required in this subsection for a minimum of three years after termination of this Lease.

7.13.4 Commercial Property Insurance. Such insurance shall:

Be written for the full replacement cost of the property, with a deductible no greater than \$250,000 (increased annually by the percentage increase in CPI-All Urban Consumers) or 5% of the property value, whichever is less. Insurance proceeds shall be payable to the Lessee and Lessor as their interests may appear.

7.13.5 Sexual Misconduct Liability insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

7.14 Without limiting Lessee's indemnification of County, Lessee shall provide and maintain at its own expense during the term of this agreement the following program(s) of insurance covering Lessee's operation hereunder. Such insurance shall be provided by insurer(s) satisfactory to County's Risk Manager and evidence of such programs satisfactory to the County shall be delivered to the CEO, Real Estate Division, 320 W. Temple St., 7th Floor, Los Angeles, California 90012, on or before the effective date of this agreement. Such evidence shall specifically identify this agreement and shall contain express conditions that the County is to be given written notice at least thirty (30) days in advance of any material modification or termination of any program of insurance.

4. Amendment to Lease. Section 9 "Transfers" will be deleted in its entirety and replaced with the following:

9. Transfers, Assignment and Subletting:

9.1 No Assignment: Lessee shall not, without the prior written consent of Lessor, either directly or indirectly give, assign, hypothecate, encumber, transfer, or grant control of this Lease or any interest, right, or privilege therein (each a Transfer). Moreover, any Transfer of the Lease, or any interest, right, or privilege therein shall only be made to another non-profit entity that will provide services comparable to the use set forth in Section 1.02. Transfer to a for-profit will be considered a material default as defined below in Section 9.1A.

For purposes of this provision, the following acts of Lessee shall be considered an assignment requiring the prior written consent of Lessor to be effective:

Any assumption, assignment, delegation, or takeover of any of the Lessee's duties, responsibilities, obligations, or performance of same hereunder by any non-profit entity other than the Lessee (whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism),

In the event one of the above occurs without Lessor's express prior written approval, such occurrence shall constitute an Event of Default that shall entitle Lessor, at its sole discretion, to terminate this Lease. In the event of such termination, County shall be entitled to pursue the same remedies against Lessee as it could pursue following an Event of Default by Lessee pursuant to the terms hereof, including without limitation Section 13, at law and in equity.

A. Default by Lessee:

(1) Material Default: The occurrence of any of the following shall constitute a material default and breach of this Lease (each an "Event of Default"):

(a) A failure by Lessee to remain a nonprofit organization in good standing in the State of California at all times during the term of this lease;

(b) A failure by Lessee to observe and perform any agreement, term, covenant or condition in this lease applicable to Lessee etc.

(c) Transferring Lessee's interest under this lease in violation of this Section 9.1.A. Transfer to any entity other than another nonprofit shall automatically terminate this Lease.

5. Amendment to Lease. Section 3 "Payment" will have the following section added:

3.02. Inspection fee. Lessee shall pay an annual inspection fee in the amount of \$1,000 due and payable on the Commencement Date and each anniversary of the Commencement Date. Said fee shall reimburse Lessor for the inspections set forth in Section below.

6. Amendment to Lease. Section 4 "Operating Responsibilities" will have the following section added:

4.08 Lessor will conduct two inspections of the property during each lease year in order to verify that Lessee is maintaining the property in good condition and repair.

7. Amendment to Lease. Section 8.01 "Taxes and Assessments" will have the following section added:

8.02 Taxation of Leased Area: The Parties acknowledge that the Premises may be subject to Possessory Interest Taxes (as defined in California Revenue and Taxation Code Section 107) and that such taxes will be paid by Lessee. This statement is intended to comply with Section 107.6 of the Revenue and Taxation Code. Lessee shall pay before delinquency all lawful taxes, assessments, fees, or charges, which at any time may be levied, by the Federal, State, County, City, or any other tax or assessment-levying body upon the Leased Area and any improvements located thereon. If Lessee fails to pay any lawful taxes or assessments upon the Leased Area, which Lessee is, obligated to pay, Lessee will be in default of the Lease. County reserves the right to pay any such tax, assessment, fee, or charge, and all monies so paid by County shall be repaid by Lessee to County upon demand.

8. Ratification. Except as amended by the provisions of this Amendment No. 3, the terms and provisions of the Agreement remain in full force and effect. County and Antelope Valley Domestic Violence Council ratify and affirm the Agreement as amended by this Amendment No. 3.

9. Choice of Law. The terms and provisions of this Amendment No. 3 shall be construed in accordance with, and governed by, the laws of the State of California without application of any choice of law provisions.

10. Entire Agreement and Modification. The Agreement as modified by this Amendment No. 3 constitutes the final, complete and exclusive statement of the terms of the agreement of County and Antelope Valley Domestic Violence Council, and is binding on and inures to the benefit of the respective heirs, representatives, successors and assigns of County and Antelope Valley Domestic Violence Council. This Amendment No. 3 shall be deemed to be incorporated into the Agreement and made a part thereof. All references to the Agreement in any other document shall be deemed to refer to the Agreement as modified by this Amendment No. 3. Except as modified by this Amendment No. 3, all of the terms and conditions of the Agreement shall remain in full force and effect. In the event that the terms of this Amendment No. 3 conflict with the terms of the Agreement and its schedules, the terms of this Amendment No. 3 shall control. Neither County nor Antelope Valley Domestic Violence Council has been induced to enter in to this Amendment No. 3 by, nor is County or Antelope Valley Domestic Violence Council relying upon, any representation or warranty other than those set forth in this Amendment No. 3. Any agreement made after the date of this Amendment No. 3 shall be ineffective to amend this Amendment No. 3, in whole or in part, unless such agreement is in writing, is signed by County and , Antelope

Valley Domestic Violence Council and specifically states that the agreement amends or modifies this Amendment No. 3 (or the Agreement, as amended by this Amendment No.3).

11. **No Drafting Presumption.** The doctrine or rule of construction that ambiguities in a written instrument or agreement shall be construed against the party drafting the same shall not be employed in connection with this Amendment No. 3.
12. **Partial Invalidity.** If any term, covenant or provision of this Amendment No. 3 is, to any extent, held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Amendment No. 3, or the application of that term, covenant or provision to persons or circumstances other than those as to which it is held to be invalid or unenforceable, will not be affected by such invalidity or unenforceability, and all other terms, covenants and conditions of this Amendment No. 3 will be valid and enforceable to the fullest extent permitted by law.
13. **Construction.** Unless the context clearly requires otherwise, in this Amendment No. 3 (a) the plural and singular numbers shall each be deemed to include the other; (b) the masculine, feminine and neuter genders shall each be deemed to include the others; (c) "shall," "will," "must," "agrees," and "covenants" are each mandatory; (d) "may" is permissive; (e) "or" is not exclusive; and (f) "includes" and "including" are not limiting. Each covenant, agreement, obligation or other provision of this Amendment No. 3 shall be deemed and construed as a separate and independent covenant of the party bound by, undertaking or making the same, not dependent on any other provision of this Amendment No. 3, unless otherwise expressly provided in this Amendment No. 3.
14. **Capitalized Terms; Paragraph References.** Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Agreement, unless otherwise defined in this Amendment No. 3. Unless otherwise noted, section references in this Amendment No. 3 refer to sections in Agreement, as amended by this Amendment No. 3.
15. **Captions.** The captions to the sections in this Amendment No. 3 are included for convenience of reference only and do not modify or define any of the provisions of this Amendment No. 3.
16. **Counterparts.** This Amendment No. 3 and any other document necessary for the consummation of the transaction contemplated by this Amendment 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 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 had been delivered and had been signed using a handwritten signature. County and State (i) agree that an electronic signature, whether digital or encrypted, of a party to this

Amendment 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 Amendment based on the foregoing forms of signature.

17. Electronic Signatures. If this Amendment 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, Antelope Valley Domestic Violence Council has executed this Amendment No. 3 or caused it to be duly executed and County of Los Angeles, pursuant to the Board Motion has caused this Amendment No. 3 to be executed on its behalf by the Chief Executive Officer, the day, month and year first above written.

COUNTY OF LOS ANGELES,
a body corporate and politic

JOSEPH M. NICCHITTA
Acting Chief Executive Officer

By: _____
John T. Cooke
Assistant Chief Executive Officer

**ANTELOPE VALLEY DOMESTIC VIOLENCE
COUNCIL**

By: _____
Sarah Perry
Its: Chief Executive Officer

Date: 12/10/25

ATTEST:

DEAN C. LOGAN
Registrar-Recorder/County Clerk

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Amy Cooper
Deputy County Counsel

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

Board Letter

Board Memo

Other

| | | | | | | |
|---|--|--|--|--|--|--|
| CLUSTER AGENDA REVIEW DATE | 1/21/2026 | | | | | |
| BOARD MEETING DATE | 2/10/2026 | | | | | |
| SUPERVISORIAL DISTRICT AFFECTED | <input type="checkbox"/> All <input checked="" 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 Health Services | | | | | |
| SUBJECT | Ten-year and six-month Lease Renewal for 16,395 SF at 1000 S Fremont Avenue, Suite E9600, Alhambra, CA 91803 | | | | | |
| PROGRAM | Ambulatory Care Network (ACN) | | | | | |
| 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: \$8,030,000 | Funding source: The proposed rental costs will be funded by DHS' existing resources that is already included in DHS' existing budget. DHS will not be requesting additional NCC for this action. | | | | |
| | TERMS (if applicable): The proposed lease renewal will have an estimated maximum first year base rental cost of \$591,000 but with a rental abatement of \$296,000 and parking costs for \$96,000, will equal \$391,000. If including low-voltage costs, total 1st year cost is \$510,000. 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. | | | | | |
| | Explanation: DHS 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 will be addressed through the annual budget process for DHS. Renewing this lease will also allow DHS to consolidate and terminate an existing lease at 350 S. Figueroa, saving approximately \$750,000 annually. | | | | | |
| PURPOSE OF REQUEST | Approval of the recommended action will authorize and provide use of office space and parking for DHS. | | | | | |
| BACKGROUND (include internal/external issues that may exist including any related motions) | DHS has been located at the subject location since 2017 and is currently under one lease with Public Health. At the request of the departments, the CEO negotiated two separate lease agreements to provide DPH and DHS with greater administrative flexibility, which will significantly improve lease administration, accounting, and exit-strategy perspectives. This proposed lease is only for DHS's portion of the Premises and the Board of Supervisors has already adopted a proposed lease for DPH in January 13, 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 | | | | | |



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

"To Enrich Lives Through Effective and Caring Service"

February 10, 2026

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 AND SIX-MONTH LEASE DEPARTMENT OF HEALTH SERVICES 1000 SOUTH FREMONT AVENUE, ALHAMBRA (FIRST DISTRICT) (3 VOTES)

SUBJECT

Approval of a proposed ten-year and six-month lease to renew an existing lease to provide the Department of Health Services (DHS) continued use of 16,395 square feet of office space and 88 on-site parking spaces for its Ambulatory Care Network (ACN).

IT IS RECOMMENDED THAT YOUR 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 Acting Chief Executive Officer, or his designee, to execute the proposed lease with ELITE-TRC ALHAMBRA COMMUNITY LLC, a Delaware limited liability company (Landlord), for approximately 16,395 square feet of office space and 88 on-site parking spaces located at 1000 South Fremont Avenue, Suite E9600, Alhambra (Premises) to be occupied by DHS. This proposes a lease for a term of ten-years and six-months. The estimated maximum first year base rental cost is \$591,000, with a rent abatement of approximately \$296,000, and parking cost of \$96,000, will equal \$391,000. The estimated total proposed lease cost, including low voltage costs is \$8,030,000 over the ten-year and six-month year term. The rental costs will be funded by DHS' existing resources that is already

included in DHS' existing budget. DHS will not be requesting additional net County cost for this action.

3. Authorize the Director of Health Services, or her designee, to contract with and direct the Internal Services Department, in coordination with the Acting Chief Executive Officer, or his designee, for the acquisition and installation of telephone, data, low-voltage items, systems and vendor installation (Low-Voltage Items) at a total cost not to exceed \$119,000 paid in a lump sum. The cost for the Low-Voltage Items is in addition to the rental costs.
4. Authorize and direct the Acting Chief Executive Officer, or his 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 one option to extend at fair market value for an additional five years. If the option is exercised, the total term of the proposed lease will be up to fifteen years and six months.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

DHS and the Department of Public Health (DPH) are currently under one lease for a total of 50,525 square feet of office space, which expired on December 11, 2025. The terms and conditions of the existing lease remains the same except, rent during the first 12 months of holdover increases by the Consumer Price Index. If the lease remains in holdover after 12 months from the lease expiration date, the holdover rent increases by 25 percent.

At the request of DHS and DPH, the Chief Executive Office (CEO) elected to provide DHS and DPH with greater administrative flexibility by negotiating two separate lease agreements, which will significantly improve lease administration, accounting, and exit-strategy perspectives. This proposed lease is only for DHS's portion of the Premises. Your Board adopted the lease for DPH on January 13, 2026.

DHS has occupied the Premises since December 2017 to house the ACN Patient Access team, a programmatic unit with approximately 150 members that handles communication to DHS' patients, as well as patient-facing operational units such as the Central Contact Center, which schedules appointments, and the Nurse Advice Line. DHS will also relocate the approximately 55 ACN Administration staff, a group comprised of the ACN Executive team and additional support personnel, who previously worked at the World Trade Center location at 350 South Figueroa Street, Los Angeles, to the Premises. In total, the Premises houses approximately 205 staff members using 85 workstations. DHS has implemented hybrid telework schedules for its staff members. On any given day, there are at least 60 staff members in the office to allow a greater number of staff to fit into a smaller number of workstations.

The proposed lease will enable DHS to consolidate and eliminate the lease at 350 South Figueroa Street to save approximately \$750,000 annually, and to remain at 1000 South Fremont Avenue to avoid relocation costs for existing DHS staff and remain in place and serve the County without interruption of services. The Premises is near public transportation routes.

Implementation of Strategic Plan Goals

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

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

The proposed lease supports the above goals and objective by continuing to provide DHS with office space so DHS can continue providing services to the public in the County.

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 \$591,000, with rent abatement of approximately \$296,000 and parking costs of \$96,000 will equal \$391,000. The aggregate cost associated with the proposed lease over the entire term, including rent abatement, parking and Low-Voltage Items is \$8,030,000, as shown in Enclosure B-1. The proposed rental costs will be funded by DHS' existing resources that is already included in DHS' existing budget. DHS will not be requesting additional net County cost for this action.

Sufficient funding to cover the proposed rent for the first year of the proposed lease term is included in the Fiscal Year 2025-26 Rent Expense budget and will be billed back to DHS. DHS 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 will be addressed through the annual budget process for DHS.

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 for the Premises will increase from \$35.52 per square foot, per year, to \$36.00 per square foot, per year. Base rent is subject to fixed annual increases of 3 percent.
- DHS will get an equivalent of six months' rent abatement, which will be applied equally over the initial first year.
- The Landlord, at Landlord's sole cost and expense, shall construct six additional private offices with new carpet, provide new office furniture not to exceed \$30,000, remove existing workstations affected by the new construction, provide touch up paint and carpet cleaning within the Premises. This minor reconfiguration of space requires associated low voltage work.
- 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 current monthly parking rate will increase from \$60 per parking space to \$80 per parking space for 66 parking spaces. The monthly supplemental parking rate will increase from \$65 per parking space to \$85 per parking space for 22 supplemental parking spaces. There is a total of 88 on-site parking spaces.
- A comparison of the existing lease and the proposed lease terms is shown in Enclosure B-2.
- The proposed lease includes a ten-year and six-month initial term with one option to extend the lease for an additional five years, with six-months' notice, at fair market rent. If the option is exercised, the total term of the proposed lease will be fifteen years and six months.
- The County has the right to terminate the proposed lease early any time after the 8th year, with 120 days' notice, subject to the payment of any unamortized portion of the cost of the Tenant Improvement Allowance, not to exceed \$148,000.
- Holdover at the proposed lease expiration is permitted on the same lease terms and conditions and the monthly base rent will be adjusted by the regular annual 3 percent increase during the first six months of the holdover period. Should the holdover period extend beyond six months, the base rent will increase by 25 percent. The Landlord has agreed to credit any holdover fee toward the base rent upon extension of a new lease term.
- The proposed lease term and rent will commence on the first day of the month following approval of the lease by your Board and full execution of the proposed lease.

- The County shall have the Right of First Offer for any adjacent available space in the building.

Since DHS wanted to remain in this space, a flyer was not issued seeking new space. The CEO conducted a market search of available office space for lease, to negotiate an appropriate rental rate. 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 \$35.40 and \$49.20 per square foot, per year. The base annual rental rate of \$36.00 per square foot, per year, for the proposed lease represents a rate that is within the market range for the area. Further, relocation to a new building would require costly new tenant improvements and disrupt services. We recommend the Premises as the most suitable to meet the County's space requirements.

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

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 Alhambra has been sent in accordance with Government Code Section 25351.

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

The proposed lease will continue to provide a suitable location for DHS, which is consistent with the County's Facility Location Policy, adopted by your 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

The Honorable Board of Supervisors
February TBD, 2026
Page 6

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 your 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. DHS concurs with the proposed lease and recommendations.

Respectfully submitted,

JOSEPH M. NICCHITTA
Acting Chief Executive Officer

JMN:JG:JTC
JLC:HD:ANR:MT:ja

Enclosures

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

**DEPARTMENT OF HEALTH SERVICES
1000 SOUTH FREMONT AVENUE, ALHAMBRA**

Asset Management Principles Compliance Form¹

| | | | |
|--|---|------------|-----------|
| 1. | <u>Occupancy</u> | | |
| | | Yes | No |
| | 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 205 staff there is 79.98 SF per person due to implementation of telework. | | 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? <ul style="list-style-type: none"> 1. <input type="checkbox"/> The program clientele requires a "stand alone" facility. 2. <input type="checkbox"/> No suitable County occupied properties in project area. 3. <input type="checkbox"/> No County-owned facilities available for the project. 4. <input type="checkbox"/> Could not get City clearance or approval. 5. <input checked="" type="checkbox"/> 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 | |
| <p>¹As adopted by the Board of Supervisors 11/17/98</p> <p>²If not, why not?</p> | | | |

| OVERVIEW OF THE PROPOSED BUDGETED LEASE COSTS | | | | | | | | | |
|---|----------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 1000 South Fremont Avenue, Alhambra, CA | | | | | | | | | |
| Department of Health Services | | | | | | | | | |
| Basic Lease Assumptions | | | | | | | | | |
| Leased Area (sq.ft.) | | | | | | | | | |
| 16,395 | | | | | | | | | |
| Rent (per sq. ft.) | | | | | | | | | |
| Monthly | Annual | | | | | | | | |
| \$3.00 | \$36.00 | | | | | | | | |
| Term (Months) | | | | | | | | | |
| 126 | 10 yrs & 6 mos | | | | | | | | |
| Rent Abatement ⁽¹⁾ | | | | | | | | | |
| 6 | | | | | | | | | |
| Annual Rent Adjustment | | | | | | | | | |
| 3% | | | | | | | | | |
| Total Parking Spaces | | | | | | | | | |
| # of Spaces | | | | | | | | | |
| 88 | | | | | | | | | |
| Parking Spaces - 66 spaces at \$80/mo. | | | | | | | | | |
| Monthly | Annual | | | | | | | | |
| \$6,000 | \$72,000 | | | | | | | | |
| Supplemental Parking Spaces - 22 spaces at \$85/mo. | | | | | | | | | |
| \$2,000 | \$24,000 | | | | | | | | |
| Low Voltage Costs (TESMA Labor & Materials) | | | | | | | | | |
| Lump Sum | | | | | | | | | |
| \$19,000 | | | | | | | | | |
| 1 st Year | | | | | | | | | |
| 2 nd Year | | | | | | | | | |
| \$609,000 | \$628,000 | \$647,000 | \$667,000 | \$688,000 | \$709,000 | \$731,000 | \$753,000 | \$776,000 | \$799,000 |
| (\$296,000) | | | | | | | | | |
| Annual Base Rent Costs | | | | | | | | | |
| Rent Abatement ⁽¹⁾ | | | | | | | | | |
| \$96,000 | \$96,000 | \$96,000 | \$96,000 | \$96,000 | \$96,000 | \$96,000 | \$96,000 | \$96,000 | \$96,000 |
| Parking Spaces | | | | | | | | | |
| \$391,000 | \$705,000 | \$724,000 | \$743,000 | \$762,000 | \$782,000 | \$802,000 | \$822,000 | \$842,000 | \$862,000 |
| Rent Paid to Landlord | | | | | | | | | |
| \$119,000 | | | | | | | | | |
| Low Voltage Costs ⁽²⁾ | | | | | | | | | |
| \$510,000 | \$705,000 | \$724,000 | \$743,000 | \$762,000 | \$782,000 | \$802,000 | \$822,000 | \$842,000 | \$862,000 |
| Total Annual Lease Costs | | | | | | | | | |
| \$8,030,000 | | | | | | | | | |
| 1 st Year | | | | | | | | | |
| 2 nd Year | | | | | | | | | |
| \$609,000 | \$628,000 | \$647,000 | \$667,000 | \$688,000 | \$709,000 | \$731,000 | \$753,000 | \$776,000 | \$799,000 |
| (\$296,000) | | | | | | | | | |
| 3 rd Year | | | | | | | | | |
| \$609,000 | \$628,000 | \$647,000 | \$667,000 | \$688,000 | \$709,000 | \$731,000 | \$753,000 | \$776,000 | \$799,000 |
| (\$296,000) | | | | | | | | | |
| 4 th Year | | | | | | | | | |
| \$609,000 | \$628,000 | \$647,000 | \$667,000 | \$688,000 | \$709,000 | \$731,000 | \$753,000 | \$776,000 | \$799,000 |
| (\$296,000) | | | | | | | | | |
| 5 th Year | | | | | | | | | |
| \$609,000 | \$628,000 | \$647,000 | \$667,000 | \$688,000 | \$709,000 | \$731,000 | \$753,000 | \$776,000 | \$799,000 |
| (\$296,000) | | | | | | | | | |
| 6 th Year | | | | | | | | | |
| \$609,000 | \$628,000 | \$647,000 | \$667,000 | \$688,000 | \$709,000 | \$731,000 | \$753,000 | \$776,000 | \$799,000 |
| (\$296,000) | | | | | | | | | |
| 7 th Year | | | | | | | | | |
| \$609,000 | \$628,000 | \$647,000 | \$667,000 | \$688,000 | \$709,000 | \$731,000 | \$753,000 | \$776,000 | \$799,000 |
| (\$296,000) | | | | | | | | | |
| 8 th Year | | | | | | | | | |
| \$609,000 | \$628,000 | \$647,000 | \$667,000 | \$688,000 | \$709,000 | \$731,000 | \$753,000 | \$776,000 | \$799,000 |
| (\$296,000) | | | | | | | | | |
| 9 th Year | | | | | | | | | |
| \$609,000 | \$628,000 | \$647,000 | \$667,000 | \$688,000 | \$709,000 | \$731,000 | \$753,000 | \$776,000 | \$799,000 |
| (\$296,000) | | | | | | | | | |
| 10 th Year | | | | | | | | | |
| \$609,000 | \$628,000 | \$647,000 | \$667,000 | \$688,000 | \$709,000 | \$731,000 | \$753,000 | \$776,000 | \$799,000 |
| (\$296,000) | | | | | | | | | |
| 11 th Year | | | | | | | | | |
| \$609,000 | \$628,000 | \$647,000 | \$667,000 | \$688,000 | \$709,000 | \$731,000 | \$753,000 | \$776,000 | \$799,000 |
| (\$296,000) | | | | | | | | | |
| 12 th Year | | | | | | | | | |
| \$609,000 | \$628,000 | \$647,000 | \$667,000 | \$688,000 | \$709,000 | \$731,000 | \$753,000 | \$776,000 | \$799,000 |
| (\$296,000) | | | | | | | | | |
| 13 th Year | | | | | | | | | |
| \$609,000 | \$628,000 | \$647,000 | \$667,000 | \$688,000 | \$709,000 | \$731,000 | \$753,000 | \$776,000 | \$799,000 |
| (\$296,000) | | | | | | | | | |
| 14 th Year | | | | | | | | | |
| \$609,000 | \$628,000 | \$647,000 | \$667,000 | \$688,000 | \$709,000 | \$731,000 | \$753,000 | \$776,000 | \$799,000 |
| (\$296,000) | | | | | | | | | |
| 15 th Year | | | | | | | | | |
| \$609,000 | \$628,000 | \$647,000 | \$667,000 | \$688,000 | \$709,000 | \$731,000 | \$753,000 | \$776,000 | \$799,000 |
| (\$296,000) | | | | | | | | | |
| 16 th Year | | | | | | | | | |
| \$609,000 | \$628,000 | \$647,000 | \$667,000 | \$688,000 | \$709,000 | \$731,000 | \$753,000 | \$776,000 | \$799,000 |
| (\$296,000) | | | | | | | | | |
| 17 th Year | | | | | | | | | |
| \$609,000 | \$628,000 | \$647,000 | \$667,000 | \$688,000 | \$709,000 | \$731,000 | \$753,000 | \$776,000 | \$799,000 |
| (\$296,000) | | | | | | | | | |
| 18 th Year | | | | | | | | | |
| \$609,000 | \$628,000 | \$647,000 | \$667,000 | \$688,000 | \$709,000 | \$731,000 | \$753,000 | \$776,000 | \$799,000 |
| (\$296,000) | | | | | | | | | |
| 19 th Year | | | | | | | | | |
| \$609,000 | \$628,000 | \$647,000 | \$667,000 | \$688,000 | \$709,000 | \$731,000 | \$753,000 | \$776,000 | \$799,000 |
| (\$296,000) | | | | | | | | | |
| 20 th Year | | | | | | | | | |
| \$609,000 | \$628,000 | \$647,000 | \$667,000 | \$688,000 | \$709,000 | \$731,000 | \$753,000 | \$776,000 | \$799,000 |
| (\$296,000) | | | | | | | | | |
| 21 st Year | | | | | | | | | |
| \$609,000 | \$628,000 | \$647,000 | \$667,000 | \$688,000 | \$709,000 | \$731,000 | \$753,000 | \$776,000 | \$799,000 |
| (\$296,000) | | | | | | | | | |
| 22 nd Year | | | | | | | | | |
| \$609,000 | \$628,000 | \$647,000 | \$667,000 | \$688,000 | \$709,000 | \$731,000 | \$753,000 | \$776,000 | \$799,000 |
| (\$296,000) | | | | | | | | | |
| 23 rd Year | | | | | | | | | |
| \$609,000 | \$628,000 | \$647,000 | \$667,000 | \$688,000 | \$709,000 | \$731,000 | \$753,000 | \$776,000 | \$799,000 |
| (\$296,000) | | | | | | | | | |
| 24 th Year | | | | | | | | | |
| \$609,000 | \$628,000 | \$647,000 | \$667,000 | \$688,000 | \$709,000 | \$731,000 | \$753,000 | \$776,000 | \$799,000 |
| (\$296,000) | | | | | | | | | |
| 25 th Year | | | | | | | | | |
| \$609,000 | \$628,000 | \$647,000 | \$667,000 | \$688,000 | \$709,000 | \$731,000 | \$753,000 | \$776,000 | \$799,000 |
| (\$296,000) | | | | | | | | | |
| 26 th Year | | | | | | | | | |
| \$609,000 | \$628,000 | \$647,000 | \$667,000 | \$688,000 | \$709,000 | \$731,000 | \$753,000 | \$776,000 | \$799,000 |
| (\$296,000) | | | | | | | | | |
| 27 th Year | | | | | | | | | |
| \$609,000 | \$628,000 | \$647,000 | \$667,000 | \$688,000 | \$709,000 | \$731,000 | \$753,000 | \$776,000 | \$799,000 |
| (\$296,000) | | | | | | | | | |
| 28 th Year | | | | | | | | | |
| \$609,000 | \$628,000 | \$647,000 | \$667,000 | \$688,000 | \$709,000 | \$731,000 | \$753,000 | \$776,000 | \$799,000 |
| (\$296,000) | | | | | | | | | |
| 29 th Year | | | | | | | | | |
| \$609,000 | \$628,000 | \$647,000 | \$667,000 | \$688,000 | \$ | | | | |

COMPARISON OF THE PROPOSED LEASE TO EXISTING LEASE

| | Existing Lease: 1000 S Fremont Ave., Alhambra | Proposed Lease: 1000 S Fremont Ave., Alhambra | Change |
|--|---|--|--|
| Area (Square Feet) | 16,168 sq. ft. | 16,395 sq. ft. ⁽¹⁾ | +227 sq. ft. |
| Term (years) | Eight years | Ten-years and six-months plus one, five-year option to renew | Two years and six-months plus one, five-year options to renew. |
| Annual Base Rent | \$575,000 | \$591,000 ⁽²⁾ | +\$16,000 |
| Annual Parking Cost | \$56,000 | \$96,000 | +\$40,000 |
| Total Annual Lease Costs payable to Landlord | \$631,000 | \$687,000 | +\$56,000 |
| Rental rate adjustment | Annual CPI adjustments capped at five percent with minimum two percent. | Fixed three percent annual increases. | Fixed three percent annual increases. |

⁽¹⁾16,395 sq. ft. due to addition of a storage room.

⁽²⁾Does not include rent abatement.

*All numbers are rounded up.

DEPARTMENT OF HEALTH SERVICES

SPACE SEARCH – 3 MILE RADIUS FROM
1000 SOUTH FREMONT AVENUE, ALHAMBRA

| LACO | Name | Address | Ownership | Gross SQFT | Vacant |
|------|---|---|-----------|------------|--------|
| 3542 | Fire - Administrative Headquarters Building | 1320 N Eastern Ave Los Angeles 90063 | Owned | 39,015 | None |
| A327 | Office of Managed Care | 1100 Corporate Center Dr Monterey Park 91754 | Leased | 15,280 | None |
| A328 | Sheriff - Inspectional Services Office / DCFS Ctrl Unit | 901 Corporate Center Dr Monterey Park 91754 | Leased | 9,926 | None |
| X327 | Pre-Release Center AB109 | 200 W Woodward Ave Alhambra 91801 | Owned | 11,273 | None |
| 0122 | Thomas A. Tidemanson Building - Annex Building | 417 S Date Ave Alhambra 91803, 900 S Fremont Ave Alhambra 91803 | Financed | 43,500 | None |
| A423 | Sheriff - Personnel and Recruitment Center | 101 Centre Plaza Dr Monterey Park 91754 | Leased | 37,590 | None |
| 4526 | Biscailuz - Administration Building | 1060 N Eastern Ave Los Angeles 90063 | Owned | 16,571 | None |
| X167 | Sherman Block Sheriff's Headquarters Building | 4700 W Ramona Blvd Monterey Park 91754 | Financed | 125,000 | None |

FACILITY LOCATION POLICY ANALYSIS

Proposed lease: Department of Health Services – 1000 South Fremont Avenue, Alhambra – First District.

A. Establish Service Function Category – Direct Service and administrative functions

B. Determination of the Service Area – The proposed lease will allow DHS to continue their functions housed in the Premises and continue operations without interruption.

C. Apply Location Selection Criteria to Service Area Data

- Need for proximity to service area and population: DHS programs are most effective when located within proximity to the geographic regions they service. This location meets the service area criteria and remains in the desired area at a site where DHS has other leases.
- Need for proximity to existing County facilities: N/A
- Need for proximity to Los Angeles Civic Center: N/A
- Economic Development Potential: N/A
- Proximity to public transportation: The location is adequately served by local transit services, i.e., Metro bus line 258 and City of Alhambra bus line Blue and Green.
- 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: This is an existing County lease facility available to meet DHS's service needs.
- Compatibility with local land use plans: The City of Alhambra has been notified of the proposed County use which is consistent with its use and zoning for office space at this location.
- Estimated acquisition/construction and ongoing operational costs: The aggregate cost associated with the proposed lease over the entire term is \$8,030,000.

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 \$35.40 and \$49.20 per square foot, per year. The base annual rental rate of \$36.00 per square foot, per year for the proposed lease represents a rate that is within the market range for the area. Further, relocation to a new building would require costly new tenant improvements and disrupt services. We recommend the Premises as the most suitable to meet DHS' 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 205 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

**ELITE-TRC ALHAMBRA COMMUNITY LLC,
a Delaware limited liability company – Landlord**

**1000 SOUTH FREMONT AVENUE
A9 EAST BUILDING, SUITE E9600
ALHAMBRA, CALIFORNIA 91803**

TABLE OF CONTENTS

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

| | | |
|------|--|----|
| 16. | ASSIGNMENT AND SUBLetting | 17 |
| 16.1 | Tenant Assignment and Subletting | 17 |
| 16.2 | Sale by Landlord | 17 |
| 17. | ALTERATIONS AND ADDITIONS | 18 |
| 17.1 | Landlord Consent | 18 |
| 17.2 | End of Term | 19 |
| 18. | CONDEMNATION | 19 |
| 18.1 | Controlling Terms | 19 |
| 18.2 | Total Taking | 20 |
| 18.3 | Partial Taking | 20 |
| 18.4 | Restoration | 20 |
| 18.5 | Award | 20 |
| 18.6 | Waiver of Statute | 20 |
| 19. | INDEMNIFICATION | 21 |
| 19.1 | Landlord's Indemnity | 21 |
| 19.2 | Tenant's Indemnity | 21 |
| 20. | INSURANCE | 21 |
| 20.1 | Waiver | 21 |
| 20.2 | General Insurance Provisions – Landlord Requirements | 21 |
| 20.3 | Insurance Coverage Types And Limits | 24 |
| 20.4 | Landlord Requirements | 25 |
| 21. | PARKING | 25 |
| 21.1 | Tenant's Rights | 25 |
| 21.2 | Remedies | 26 |
| 22. | ENVIRONMENTAL MATTERS | 26 |
| 22.1 | Hazardous Materials | 26 |
| 22.2 | Landlord Indemnity | 27 |
| 23. | ESTOPPEL CERTIFICATES | 27 |
| 24. | TENANT IMPROVEMENTS | 27 |
| 24.1 | Landlord Work | 28 |
| 24.2 | Change Requests | 28 |
| 25. | LIENS | 29 |
| 26. | SUBORDINATION AND MORTGAGES | 29 |
| 26.1 | Subordination and Non-Disturbance | 29 |
| 26.2 | Existing Deeds of Trust | 29 |
| 26.3 | Notice of Default | 29 |
| 27. | SURRENDER OF POSSESSION | 30 |
| 28. | SIGNAGE | 30 |
| 29. | QUIET ENJOYMENT | 30 |
| 30. | GENERAL | 30 |
| 30.1 | Headings | 30 |
| 30.2 | Successors and Assigns | 30 |
| 30.3 | Brokers | 30 |
| 30.4 | Entire Agreement | 31 |
| 30.5 | Severability | 31 |
| 30.6 | Notices | 31 |

| | | |
|-------|--|----|
| 30.7 | Governing Law and Venue | 31 |
| 30.8 | Waivers..... | 31 |
| 30.9 | Time of Essence | 32 |
| 30.10 | Consent | 32 |
| 30.11 | Community Business Enterprises | 32 |
| 30.12 | Memorandum of Lease | 32 |
| 30.13 | Counterparts; Electronic Signatures | 32 |
| 30.14 | Force Majeure..... | 33 |
| 31. | AUTHORITY | 33 |
| 32. | ACKNOWLEDGEMENT BY LANDLORD | 33 |
| 32.1 | Consideration of GAIN Program Participants..... | 33 |
| 32.2 | Solicitation of Consideration | 34 |
| 32.3 | Landlord Assignment | 34 |
| 32.4 | Smoking in County Facilities..... | 35 |
| 33. | IRREVOCABLE OFFER | 36 |
| 34. | RIGHT OF FIRST OFFER TO LEASE ADDITIONAL PREMISES..... | 36 |
| 35. | 35. OPTION TO EXTEND | 37 |

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

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is entered into as of the _____ day of _____, 20____ between ELITE-TRC ALHAMBRA COMMUNITY 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: | ELITE-TRC ALHAMBRA COMMUNITY LLC, a Delaware limited liability company c/o The Ratkovich Company 1000 South Fremont Avenue, Unit 1 Alhambra, California 91803 Attention: Senior Development Manager With a copy to: c/o ELITE INTERNATIONAL INVESTMENT FUND 700 S. Flower Street, Suite 2380 Los Angeles, CA 90017 Attention: Bill Zhou |
| (b) Tenant's Address for Notices: | County of Los Angeles Chief Executive Office - Real Estate Division 555 West Fifth Street, 36th Floor Los Angeles, CA 90013 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 16,395 rentable square feet compromised of the north side of the sixth (6th) floor of Building A9 East, Suite E9600; as shown on Exhibit A attached hereto. |
| (d) Building: | Individually and collectively, Building A9 East, located in that certain office building complex (the "Complex") with an address of 1000 South Fremont Avenue, Alhambra, California, 91803 which is currently assessed by the County Assessor as APN 5342-001-021, 5342-001-024 and 5342-001-025 (collectively, the "Property"); |
| (e) Term: | Ten (10) years and six (6) months, the Commencement Date shall be first day of the month following approval of the lease by the Board of Supervisors and full execution of the Lease by both parties (the "Commencement Date"), and terminating at midnight on the day before the one hundred and twenty sixth (126th) month anniversary of the Commencement Date (the "Termination Date"), subject to earlier termination by Tenant as provided herein. The phrase "Term of this Lease" or "the Term hereof" as used in this Lease, or words of similar import, shall refer to the Term of this Lease. |
| (f) Estimated Commencement Date: | March 1, 2026 |
| (g) Irrevocable Offer Expiration Date: (see Section 33) | December 1, 2025 |
| (h) Base Rent: | <p>\$3.00 per rentable square foot per month (i.e., \$49,185.00 per month or \$590,220.00 per year)</p> <p>The Base Rent is subject to fixed three percent increases per annum.</p> <p>Base Rent shall be abated by \$24,592.50 per month for the first twelve (12) months of the Initial Term.</p> |
| (i) Early Termination (see Section 4.4) | One hundred twenty (120) days' notice any time after the eighth (8th) year following the Commencement Date, subject to repayment of |

| | |
|---|---|
| | the unamortized portion of the cost of the Tenant Improvements, which shall be amortized over the Lease Term at eight percent (8%) per annum, not to exceed \$147,525.73. |
| (j) Rentable Square Feet in the Premises: | 16,395 rentable square feet |
| (k) Initial Departmental Use: | Department of Health Services, administrative office use, subject to Section 6. |
| (l) Parking Spaces: | Up to 66 parking spaces (i.e., 4.0 parking space/1,000 RSF) at the current monthly cost of \$80 per unreserved parking space. In addition, Landlord shall provide Tenant with 22 supplemental parking spaces, which shall be reserved parking spaces at a monthly cost of \$85 per reserved parking space and shall be located in the B7 Parking Structure. The Tenant can request an increase or decrease in the number of parking spaces with 30 days' written notice to the Landlord. Parking spaces in excess of the 66 unreserved parking spaces shall be subject to availability. |
| (m) Tenant's Hours of Operation: | 6 a.m. to 8 p.m. Monday through Friday, and 9 a.m. to 2 p.m. on Saturdays |
| (n) Asbestos Report: | A report dated March 24, 2018 prepared by B2 Environmental, Inc. Tenant shall have the right to review the asbestos report for the Premises at Landlord's property management office. |
| (o) Seismic Report | A report dated September 28, 2015, prepared by the Department of Public Works. |

| | |
|------------------------------|--|
| 1.2 <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 |
|------------------------------|--|

2. PREMISES

2.1 Lease of Premises

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

2.2 Measurement of Premises

Tenant shall have the right at any time during the first six (6) months of the Term of this Lease to field-measure and verify the exact footage of the Premises and/or the Building. All measurements shall be taken in accordance with the methods of measuring rentable area as described in the Standard Method for Measuring Floor Area in Office Buildings, ANSI/BOMA Z65.1-2010, as promulgated by the Building Owners and Management Association ("BOMA") International, except that no penthouse mechanical room space shall be included in the measurement. Should this measurement be less than the square footage stated above, then Tenant shall have the right to adjust such square footage and reduce the Base Rent in Section 1.1 accomplished by the mutual execution of an amendment to this Lease. Landlord acknowledges the space has been marketed at the above-indicated rental amount and in the event of subsequent physical measurements, Landlord agrees there will be no increase made to the Base Rent if the measured square footage exceeds the amount represented by Landlord.

3. COMMON AREAS

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

4. COMMENCEMENT AND EXPIRATION DATES

4.1 Term

The term of this Lease shall be for a period of one hundred twenty-six (126) months, commencing upon the first day of the first calendar month following approval of this Lease by the Board of Supervisors and full execution of the Lease by both parties, and ending one hundred twenty-six (126).

4.2 Termination Right

If the Commencement Date has not occurred within ninety (90) days after the Estimated Commencement Date, subject to Tenant Delays or Force Majeure Delays, as provided in Landlord's Work Letter executed concurrently herewith and attached hereto as Exhibit I and incorporated herein by reference, then Tenant may thereafter, at any time before the Commencement Date occurs, terminate this Lease effective upon the giving of written notice to Landlord, and the parties shall have no further rights or obligations to one another hereunder.

4.3 Early Entry

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

4.4 Early Termination

Tenant shall have the right to terminate this Lease at any time after the Early Termination date specified in Section 1.1, by giving Landlord not less than one hundred twenty (120) days' prior written notice, executed by Tenant's Chief Executive Officer or his/her designee and concurrent repayment of the unamortized portion of the cost of the Tenant improvements, which shall be amortized over the Lease Term at eight percent (8%) per annum, not to exceed \$147,525.73.

4.5 Lease Expiration Notice

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

5. RENT

5.1 Base Rent

Tenant shall pay Landlord the Base Rent stated in Section 1.1 during the Term hereof within fifteen (15) days after (a) the Commencement Date, and (b) the first day of each calendar month thereafter, provided that at least fifteen (15) business days prior to the Commencement Date, Landlord must provide the Auditor-Controller (A-C) of the County of Los Angeles with the following information: (i) name and address of Landlord or other party to whom Base Rent should be paid,

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

5.2 Method of Payment and Required Information

Tenant may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment for any amounts due under this Lease. Landlord further agrees that the default form of payment shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the A-C. Any EFT payment made by Tenant will receive Direct Deposit Remittance through email, with a description of the payment, and any other pertinent details.

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

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

5.3 Base Rent Adjustments

The Base Rent is subject to fixed three percent (3%) annual increases per annum. Tenant shall pay Base Rent during the initial Term per the following schedule:

| Months | Rate | Monthly Base Rent |
|---------------|-------------|--------------------------|
| 1 - 12 | \$3.00 | \$49,185.00 |
| 13 - 24 | \$3.09 | \$50,660.55 |
| 25 - 36 | \$3.18 | \$52,180.37 |
| 37 - 48 | \$3.28 | \$53,745.78 |

| | | |
|-----------|--------|-------------|
| 49 - 60 | \$3.38 | \$55,358.15 |
| 61 - 72 | \$3.48 | \$57,018.90 |
| 73 - 84 | \$3.58 | \$58,729.46 |
| 85 - 96 | \$3.69 | \$60,491.35 |
| 97 - 108 | \$3.80 | \$62,306.09 |
| 109 - 120 | \$3.91 | \$64,175.27 |
| 121 - 126 | \$4.03 | \$66,100.53 |

5.4 Rent Abatement

Provided Tenant shall faithfully perform all of the terms and conditions of this Lease, Base Rent shall be abated by \$24,592.50 per month for the first twelve (12) months of the Initial Term.

6. USES

Landlord agrees that the demised Premises, together with all appurtenances thereto, shall be used by the Tenant for the government department set forth in Section 1.1, any other County Department the County designates, any other governmental purposes, or other lawful purposes that do not materially adversely interfere with other uses in the Building, during Tenant's Hours of Operation, after Tenant's Hours of Operation, and on weekends and holidays; provided, however, in no event shall the Premises be used for any public facing County Department.

7. HOLDOVER

If Tenant remains in possession of the Premises or any part thereof after the expiration of the term of this Lease, such occupancy shall be a tenancy which is terminable only upon ninety (90) days' written notice from Landlord or thirty (30) days written notice from Tenant's Chief Executive Officer or his/her designee. Base Rent payable for the first six (6) months of the holdover period shall increase three percent (3%) above the Base Rent due in the last month of the Lease Term, plus any other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease. After the initial six (6) month period, the Base Rent is subject to a holdover fee equal to 125% of the then Base Rent. Landlord agrees to credit any holdover fee paid toward Base Rent upon extension of the lease term by Tenant.

8. COMPLIANCE WITH LAW

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

9. DAMAGE OR DESTRUCTION

9.1 Damage

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

9.2 Tenant Termination Right

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

9.3 Damage In Last Year

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

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

9.4 Default By Landlord

If Landlord is required to repair and restore the Premises as provided for in this Section 9, and Landlord thereafter fails to diligently prosecute said repair and restoration work using commercially reasonable efforts to completion, then upon not less than thirty (30) days' prior written notice to Landlord, 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; provided, however, that if the nature of such repair or restoration is such that more than thirty (30) days is reasonably required, based on Tenant's review of the restoration bids, for completion of the same, then such thirty (30) day period shall be extended as may be reasonably required provided that Landlord shall have undertaken such repair or restoration within said thirty (30)-day period and shall diligently prosecute the same to completion.

10. REPAIRS AND MAINTENANCE

10.1 Landlord Representations

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

necessitated by the Final Plans (as defined in the Work Letter) and provide Tenant with an updated report from a licensed California Asbestos contractor to that effect.

(c) CASp Inspection:

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

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

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

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

The foregoing statement is provided solely for the purpose of complying with California Civil Code Section 1938 and shall not affect the Landlord's and Tenant's respective responsibilities for compliance with any

design and construction related accessibility obligations as provided under this Lease or any Work Letter.

(d) In the event Landlord knowingly materially breaches any of Landlord's representations contained in this Section 10.1, then as Tenant's sole remedy for any such breach shall be for Landlord, at no cost to Tenant, to commence the correction of any such breach within 20 days upon written notice to Landlord after becoming aware of such breach.

10.2 Landlord Obligations

(a) Landlord shall keep and maintain the Property in good condition and repair and promptly make repairs to and perform maintenance upon and replace as needed:

- i. the structural elements of the Building, including without limitation, all permanent exterior and interior walls, floors and ceilings, foundations, roof, concealed plumbing, stairways, concealed electrical systems and intra-building telephone network cables;
- ii. mechanical (including HVAC), electrical, plumbing and fire/life systems serving the Building;
- iii. the Common Areas;
- iv. exterior windows of the Building; and
- v. elevators serving the Building.

(b) Landlord, at its sole cost and expense, shall also perform all maintenance and repairs to the Premises, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted. For repairs that require the services of an environmental consultant, including but not limited to mold/water intrusion, asbestos, soil gasses, etc., Landlord shall use Adaptive Building Group. If Adaptive Building Group is not selected for the repairs that require the services of an environmental consultant, Landlord shall retain the services of a qualified vendor that possesses, at minimum, (i) certification from the State of California to perform the environmental consultation and (ii) a minimum of five (5) years of experience conducting investigations related to similar issues in the past seven (7) years as verified via documentation including (1) a copy of the vendor's certification from the State of California, (2) past project start/end dates, (3) contact information for three references, and (4) full copies of three redacted investigation final reports (with all client and facility location identifying information removed from report and replaced with general terms such as "client" and "facility"). Landlord's repair obligations include, without limitation, repairs to, or replacements of:

- i. the floor covering (if such floor covering is carpeting it shall be replaced as needed, but not less often than after five (5) years of use);
- ii. interior partitions;

- iii. doors, door frames and hardware;
- iv. the interior side of demising walls (which shall be repainted as needed but not less often than every five (5) years);
- v. signage;
- vi. emergency exit signage and battery replacement;
- vii. HVAC equipment dedicated to the mechanical rooms housing Tenant's computer servers and related equipment; and
- viii. Light fixtures, bulbs, tubes and ballasts.

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

10.3 Tenant Obligations

Without limiting Landlord's repair and maintenance obligations, Tenant shall, at all times during the Term 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 receipt by Landlord of such notice, but in any event not later than ten (10) business days after the receipt by Landlord 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). All repairs and replacements shall be made and performed by contractors or mechanics approved by Landlord, which

consent shall not be unreasonably withheld or delayed. Tenant shall have access to the Building to the extent necessary to perform the work contemplated by this provision. If such action was required under the terms of this Lease to have been taken by Landlord and was not taken by Landlord within such period (unless such notice was not required as provided above), and Tenant took such required action, then Tenant shall be entitled to prompt reimbursement by Landlord of Tenant's reasonable costs and expenses in having taken such action plus interest thereon at ten percent (10%) per annum. If not reimbursed by Landlord within ten (10) days after written notice, then Tenant shall be entitled to deduct from Base Rent payable by Tenant under this Lease the amount set forth in its invoice for such work. The remedies provided in this Section are in addition to the remedies provided in Section 15.

(b) Notwithstanding any provisions of this Lease to the contrary, Tenant, acting through the County's Chief Executive Office, may request that 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 the event Landlord elects to accept such request, then Landlord shall undertake the same and such 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. Tenant shall reimburse Landlord for the costs incurred by Landlord with respect to such work, plus an administration fee charged by Landlord not to exceed three and one-half percent (3.5%). Notwithstanding anything to the contrary contained herein, Landlord shall have no liability to Tenant for undertaking such obligations, except as shall be due to the gross negligence or willful misconduct of Landlord. This Section shall not apply to any Tenant Improvements as defined in Section 24.

11. SERVICES AND UTILITIES

11.1 Services

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

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

In the event Tenant requires HVAC beyond Normal Working Hours for portions of the Premises other than the mechanical rooms, Tenant shall

give Landlord prior notice thereof (pursuant to procedures as shall have been established by Landlord from time to time). Landlord shall install a submeter for the mechanical room housing Tenant's computer servers and related equipment, at Tenant's cost. If such submetering is installed, Tenant shall pay the cost of service reflected by the submeter pursuant to the reasonable procedures established by Landlord relating to such usage.

(b) Electricity

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

(c) Elevators

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

(d) Water

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

(e) Janitorial

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

(f) Access

Landlord shall furnish to Tenant's employees and agents access to the Building, Premises and Common Areas on a seven day per week, 24 hour per day basis, subject to compliance with such reasonable security measures as shall from time to time be in effect for the Building. If required, Landlord shall provide access cards or fobs to all Tenant employees for Building entry, elevators, and/or floor access, at Landlord's sole cost and expense; provided, however, Tenant shall pay \$25.00 for each lost or stolen access card or fob that needs to be replaced.

(g) Pest Control

Landlord at its sole cost and expense shall provide commercially prudent pest control services to the Premises.

(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) calendar days prior written notice and thereafter pay directly such charges and deduct the payments from the next installments of rent due as a charge against the Landlord.

12. TAXES

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

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

13. LANDLORD ACCESS

Tenant shall permit Landlord and its agents to enter the Premises during upon prior written notice for the purpose of inspecting the Premises for any other reasonable purpose. Any such entries shall be without the abatement of Rent and shall include the right to take such commercially reasonable steps as required to accomplish the stated purposes. If Landlord temporarily closes any portion of the Building or the Premises for any reason other than as result of any act or omission by Tenant and Tenant shall fail to have access to the Premises, Base Rent shall be prorated based upon the percentage of the Premises or the Building rendered unusable and not used by Tenant. Landlord shall have the right at any and all times to enter the Premises in the event of an emergency and notify Tenant immediately thereafter.

14. TENANT DEFAULT

14.1 Default

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

- (a) the failure by Tenant to make any payment of Base Rent or any other payment required to be made by Tenant hereunder (except to the extent an offset is expressly permitted hereunder) as and when due, and the failure continues for a period of ten (10) days after written notice to Tenant;

(b) the failure by Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease, where such failure shall continue for a period of thirty (30) days after written notice from Landlord specifying in detail the nature of the default; provided, however, if more than thirty (30) days are reasonably required for its cure then Tenant shall not be deemed to be in default if Tenant commences such cure, within said thirty (30)-day period and thereafter diligently prosecutes such cure to completion.

14.2 Termination

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

14.3 No Effect on Indemnity

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

15. LANDLORD DEFAULT

15.1 Remedies

In addition to the provisions for Landlord's default provided by Sections 9.4, 10.4, 19, 21.2 and 32.3, Landlord shall be in default ("Landlord Default") in the performance of any obligation required to be performed by Landlord under this Lease if Landlord has failed to perform such obligation within twenty (20) 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 twenty (20) day period, Landlord shall not be deemed to be in Landlord Default if Landlord shall within such period commence such cure and thereafter diligently prosecute the same to completion. If the Landlord Default is of such a nature that it materially and substantially interferes with Tenant's occupancy and use of the Premises and if such Landlord Default is not cured within the foregoing cure period, then Tenant shall have the right, at its option, with or without further notice or demand of any kind to Landlord or any other person, to any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein:

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

15.2 Waiver

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

15.3 Emergency

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

16. ASSIGNMENT AND SUBLETTING

16.1 Tenant Assignment and Subletting.

Tenant may assign, mortgage, encumber or otherwise transfer this Lease or sublet the whole or any part of the Premises to any other government department of the County of Los Angeles without first obtaining Landlord's prior consent (a "Permitted Transfer"); 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 anything to the contrary contained in this Lease, the Premises may not be used for any public facing County Department. Any other assignment, mortgage, pledge, transfer, or hypothecation other than a Permitted Transfer shall require Landlord's prior written consent.

16.2 Sale by Landlord.

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 ten (10) days' prior written notice of said sale or transfer to Tenant. In addition, Landlord shall provide the following information to Tenant, at Tenant's Address for Notice (set forth in Section 1.1 hereof), as a condition of Tenant's obligation to pay Base Rent to the new owner:

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

(b) A signed letter from the new owner including the following information:

- i. Name and address of new owner or other party to whom Base Rent should be paid
- ii. Federal tax ID number for new owner
- iii. Name of contact person and contact information (including phone number) for new owner
- iv. Proof of insurance

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

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

17. ALTERATIONS AND ADDITIONS

17.1 Landlord Consent

Tenant shall not make any modifications or 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.

Landlord may impose, as a condition of its consent to all Alterations or repairs of the Premises or about the Premises, such requirements as Landlord in its sole discretion may deem desirable, including, but not limited to, the requirement that Tenant utilize for such purposes only contractors, materials, mechanics and materialmen approved by Landlord. In any event, a contractor approved by Landlord shall perform all mechanical, electrical, plumbing, structural, and heating, ventilation and air conditioning work, and such work shall be performed at Tenant's cost. Tenant shall not be required to obtain Landlord's approval of the contractor when the work will be performed by Los Angeles County Internal Services Department staff. Tenant shall construct such Alterations and perform such repairs in conformance with any and all applicable rules and regulations of any federal, state, county or municipal code or ordinance and pursuant to a valid building permit, issued by the city in which the Building is located, in conformance

with Landlord's construction rules and regulations. Landlord's approval of the plans, specifications and working drawings for Tenant's Alterations shall create no responsibility or liability on the part of Landlord for their completeness, design sufficiency, or compliance with all laws, rules and regulations of governmental agencies or authorities. Upon completion of any major Alterations involving a cost of at least \$50,000 or more, excluding telecommunication installations or alterations, Tenant agrees to cause a Notice of Completion to be recorded in the office of the Recorder of the county in which the Building is located in accordance with Section 3093 of the Civil Code of the State of California or any successor statute, and Tenant shall deliver to Landlord a reproducible copy of the "as built" drawings of the Alterations.

In connection with any Alterations, Tenant shall pay to Landlord a percentage of the cost of such work (such percentage to be established on a uniform basis for the Complex) sufficient to compensate Landlord for all overhead, general conditions, fees and other costs and expenses arising from Landlord's involvement with such Alterations.

17.2 End of Term

Upon the expiration of the Term or upon any earlier termination of this Lease, Tenant shall quit and surrender possession of the Premises to Landlord in good order and condition, reasonable wear and tear and repairs which are Landlord's obligation excepted, and shall, without expense to Landlord, remove or cause to be removed from the Premises all debris, furniture, equipment, and other articles of personal property owned by Tenant or installed or placed by Tenant at its own expense in the Premises (including without limitation, telecommunications equipment and data cabling and wiring), and all similar articles of any other persons claiming under Tenant. Tenant shall repair all damage to the Premises resulting from the removal of such items from the Premises. If Tenant fails to complete such removal and/or to repair any damage caused by the same removal Landlord may do so and may charge the cost thereof to Tenant.

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 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 that provide direct access to the Premises 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 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

Landlord shall indemnify, defend and hold harmless Tenant from and against any and all liability, loss, injury or damage including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from the breach or default under this Lease by Landlord connected with the Landlord's obligations (as described in Section 10.2 (a) and (b) above), provision of services and utilities (Section 11 above) repair, maintenance, and other acts and omissions arising from and/or relating to the Landlord's ownership of the Premises. The foregoing shall not be construed to make Landlord responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the sole negligence or willful misconduct of Tenant, or its officers, contractors, licensees, agents, employees or invitees.

19.2 Tenant's Indemnity

Tenant shall indemnify, defend and hold harmless Landlord, from and against any and all liability, loss, injury or damage, including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees) arising from or connected with the Tenant's Obligations (Section 10.3 above), repair, maintenance and other acts and omissions arising from and/or relating to the Tenant's leased space of the Premises, any negligent act, omission or willful misconduct of Tenant or its agents, contractors or employees or arising from any default of this Lease by Tenant.

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
555 West 5th Street, 36th Floor
Los Angeles, CA 90013
Attention: Director of Real Estate

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

(b) Additional Insured Status and Scope of Coverage

The Tenant, which is the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively, "Tenant and its Agents"), shall be provided additional insured status under Landlord's General Liability policy with respect to liability arising from or connected with the Landlord's acts, errors, and omissions arising from and/or relating to the Landlord's operations on and/or its ownership of the premises. Tenant's additional insured status shall apply with respect to liability and defense of suits arising out of the Landlord's acts or omissions, whether such liability is attributable to the Landlord or to the Tenant. The

full policy limits and scope of protection also shall apply to the Tenant as an additional insured, even if they exceed the Tenant's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

(c) Cancellation of or Changes in Insurance

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

(d) Failure to Maintain Insurance

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

(e) Insurer Financial Ratings

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

(f) Landlord's Insurance Shall Be Primary

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

(g) Waiver of Subrogation

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

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

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

(i) Claims Made Coverage

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

(j) Application of Excess Liability Coverage

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

(k) Tenant Review and Approval of Insurance Requirements

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

20.3 Insurance Coverage Types And Limits

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

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

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

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

20.4 Landlord Requirements

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

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

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

(b) Commercial Property Insurance. Such insurance shall:

- i. Provide coverage for 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 exclusive reserved parking spaces and unreserved parking spaces set forth in Section 1.1, for the Term of this Lease. No tandem parking shall be required or allowed, and Tenant shall be entitled to full in/out privileges at all times. Tenant's parking rights shall be subject to reasonable parking rules and regulations adopted by Landlord from time to time, provided that such procedures shall be uniformly applied to all tenants. Tenant acknowledges that all unreserved parking spaces are not for the exclusive use of Tenant, rather, all such parking spaces are to be used on a non-exclusive, first-come, first-served basis by Tenant and other tenants, occupants, licensees, invitees and permittees of the Building. Landlord, at its sole expense, shall provide Tenant with at least one (1) parking access card or key fob for each reserved or unreserved parking space set forth in Section 1.1, if applicable; provided, however, Tenant shall pay \$25.00 for each lost or stolen parking access card or fob that needs to be replaced. Landlord specifically reserves the right to change the size, configuration, design, layout, location and all other aspects of the parking facilities and Tenant acknowledges and agrees that Landlord may, without incurring any liability to Tenant and without any abatement of Rent under this Lease close-off or restrict access to the parking facilities, or relocate Tenant's parking passes to other parking structures and/or surface parking areas within the Complex, for purposes of permitting or facilitating any such construction, alteration or improvements with respect to the parking facilities or to accommodate or facilitate renovation, alteration, construction or other modification of other improvements or structures

located on the Complex; provided, however, Tenant shall have access to sixty-six (66) unreserved parking spaces at all times during the Term. Landlord may delegate its responsibilities hereunder to a parking operator in which case such parking operator shall have all the rights of control attributed hereby to the Landlord and such owner. Tenant shall be responsible for any parking tax or other charges imposed by governmental authorities in connection with the use of such parking, which taxes and/or charges shall be paid directly by Tenant or the parking users, or, if directly imposed against Landlord, Tenant shall reimburse Landlord for all such taxes and/or charges concurrent with its payment of the parking rates described herein.

21.2 Remedies.

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

- (a) terminate this Lease by giving written notice of such termination to Landlord, which notice shall be effective thirty (30) days thereafter, or
- (b) deduct from the Base Rent thereafter accruing hereunder an amount each month equal to Landlord's prevailing parking rate for each parking space not so provided.

22. ENVIRONMENTAL MATTERS

22.1 Hazardous Materials

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

regulated in any manner by any Environmental Law based upon, directly or indirectly, such properties or effects. As used herein, "Environmental Laws" means any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to Tenant, the Premises, the Building or the Common Areas.

22.2 Landlord Indemnity

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

23. ESTOPPEL CERTIFICATES

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

24. TENANT IMPROVEMENTS

Landlord, at Landlord's sole cost and expense, shall construct the Tenant Improvements pursuant to the terms of the Lease and per a mutually agreed upon plan. The Landlord shall commence the planning and permitting process for the Tenant Improvements upon the Commencement Date and complete the work within 6 months from receipt of permits from the city.

The Tenant Improvements shall include the following items:

1. Construction of six (6) additional private offices along the window line outlined in Exhibit A. Scope of construction of the foregoing additional private offices shall be typical of Building standard office construction in the Premises including partition walls, acoustical ceiling, lights, window coverings, sprinklers, power outlets, low voltage back bone, doors and frame, sidelights, door hardware, HVAC, fire life safety, paint and flooring.

Landlord shall be responsible for removal of any existing workstations affected by the new office construction, and Landlord shall provide new office furniture for the 6 additional offices, at a cost not to exceed \$5,000 per office or \$30,000 for 6 offices. Any furniture costs exceeding the foregoing amount shall be borne solely by Tenant. In no event shall Landlord be obligated to perform or pay for any IT related work, except for low voltage backbone (conduit inside walls).

2. New carpeting installed in the six (6) new offices.
3. Carpet cleaning within the Premises.
4. Touch up paint where necessary within the Premises.

Tenant shall provide Landlord with Tenant's approved furniture specifications and a drawing of the layout of the Premises no later than fifteen (15) business days following the mutual execution and delivery of this Lease. Upon Tenant's approval of a space plan, Landlord will commence with construction, all work being done after Tenant's hours of operation. Landlord will work with Tenant to minimize any disruption with the goal of the Tenant remaining in approximately one-half occupancy and use of the Premises during the construction period.

Landlord shall coordinate with Tenant's Project Manager (PM) on its completion of the Landlord's Work to be performed after Tenant's hours of operation so to minimize any disruption to Tenant's business. Landlord may coordinate with Tenant's PM and obtain approval from such PM in the event Landlord desires to do any work within the Premises during Normal Working Hours. Tenant agrees to cooperate with Landlord and Landlord's contractors so as not to interfere with or delay the Landlord's Work. Tenant shall be responsible for moving and protecting all items of Tenant's personal property from any Landlord's Work areas. Further, to the extent necessary for the performance of the Landlord Work, Landlord shall be responsible for lifting Tenant's furniture and moving any equipment from the Landlord Work areas.

Landlord shall construct and deliver the Premises in accordance with the terms of the Lease and mutually approved plans per County specification. Landlord and Landlord's contractors shall be required to comply with prevailing wage requirements under California Labor Code Section 1720 et. seq., if applicable. Should Tenant be required under the Lease to contribute towards any tenant improvement work, Landlord shall be required to comply with prevailing wage requirements under California Labor Code Section 1720 et. seq.

24.1 Landlord Work

Upon the Commencement Date, Landlord shall upgrade the restrooms on Tenant's floor to be consistent with the quality and finishes of the upgraded restrooms on other floors in the Building. Landlord shall also provide window sealing on the exterior of the Building. Landlord's Work shall be at Landlord's sole cost and expense. The Landlord shall commence the planning and permitting process for the Landlord's Work upon the Commencement Date and complete the work within 6 months from receipt of permits from the city.

24.2 Change Requests

All Tenant-initiated and approved change requests shall not exceed a total cost of Five Thousand Dollars (\$5,000), and Landlord shall not be required to accept any

particular change request if the total cost of prior Tenant-initiated change requests exceeds Five Thousand Dollars (\$5,000). The Chief Executive Officer or his/her designee is hereby authorized to approve change requests on behalf of Tenant. Tenant shall pay for change request costs in a lump sum within thirty (30) days from completion of the change request. Landlord, or Landlord's contractor, shall submit to the Chief Executive Officer or his/her designee with each change request (a) the specific cost of the requested change; (b) the cumulative net total cost of all change requests previously approved; and (c) an estimate of the number of days by which construction time will be increased or shortened if the change request is approved. Each change request must receive approval by the Chief Executive Officer or his/her designee, and written evidence of such approval must be provided to Landlord for the change to be deemed approved. Upon Tenant's written request, within two years following the Commencement Date, Tenant shall have the right to audit the cost of the changes and Landlord shall provide documentation evidencing reasonable detail and payment of any Tenant-initiated and approved change requests made pursuant to this Section 24.2. No Tenant-initiated change request shall proceed until Landlord receives formal authorization of the Change Order from the Chief Executive Officer or his/her designee. Further, Tenant acknowledges that any change order that affects the critical path of Tenant Improvements may result in a delay in completing the Tenant Improvements.

25. LIENS

Tenant shall keep its interest in this Lease and the Premises free from any liens which would impair the interest of Landlord hereunder and hereby indemnifies and holds Landlord harmless from any liability or loss from any such lien. Landlord shall keep its interest in this Lease and the Premises free from any liens which would impair the interest of Tenant hereunder and hereby indemnifies and holds Tenant harmless from any liability or loss from any such lien.

26. SUBORDINATION AND MORTGAGES

26.1 Subordination and Non-Disturbance

Tenant agrees, at Landlord's option, to subordinate this Lease to the lien of any mortgages or deeds of trust now or hereafter in force against the Building; provided, however, Tenant's obligation to subordinate this Lease is expressly conditioned upon Tenant receiving a written agreement in the form of Exhibit E attached hereto.

26.2 Existing Deeds of Trust

Upon Tenant's written request, Landlord shall use commercially reasonable efforts to obtain, within thirty (30) days thereafter, a written agreement from the beneficiary under any existing deed of trust affecting the Building, substantially in the form attached hereto as Exhibit E, for the benefit of Tenant.

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 thirty (30) 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 shall remove, at its own expense, all fixtures, equipment and all other personal property placed or installed in or upon the Premises by Tenant, or under its authority (including any modular furniture).

28. SIGNAGE

Tenant shall be allowed building standard signage on the directory located in the ground floor lobby of the Building and elevator lobbies of the floors of the Premises and suite signage, all of which shall be at Landlord's expense. Tenant shall be permitted to install signs at the Premises that conform with any and all applicable laws and ordinances. Any signage installed by Tenant must (a) conform with any and all applicable laws and ordinances, (b) are subject to Landlord's prior approval, and (c) conform with Landlord's signage program for the Complex.

29. QUIET ENJOYMENT

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

30. GENERAL

30.1 Headings

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

30.2 Successors and Assigns

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

30.3 Brokers

Landlord and Tenant each represent and warrant to each other that it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease other than as disclosed to the other in writing and shall indemnify and hold harmless each other against any loss, cost, liability or expense incurred by the other party as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made in variance with this representation. Landlord warrants that it has dealt with only the following real estate broker(s), agent(s), and/or finder(s) in connection with this lease: CBRE, Inc. (Kevin Duffy, Damon Feldmeth, Natalie Bazarevitsch,

Jackie Benavidez, and Sean O'Malley) ("Landlord's Broker"). and CBRE, Inc. (John Zanetos and Kelli Snyder) in cooperation (Tenant's Broker"). All commissions paid by in connection with this lease shall be pursuant to a separate agreement between Landlord and the agent(s) referenced in this paragraph. Landlord and Tenant understand and acknowledge that CBRE represents both parties in this lease transaction.

30.4 Entire Agreement

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

30.5 Severability

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

30.6 Notices

The parties shall give all notices in writing by (i) personal delivery, (ii) nationally-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.

30.14 Force Majeure.

Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, civil commotions, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, except with respect to Rent and other charges to be paid by Tenant pursuant to this Lease (collectively, the "**Force Majeure**"), notwithstanding anything to the contrary contained in this Lease, shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Lease specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure.

31. AUTHORITY

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

32. ACKNOWLEDGEMENT BY LANDLORD

Landlord acknowledges that it is aware of the following provisions:

32.1 Consideration of GAIN Program Participants

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

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

32.2 Solicitation of Consideration

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

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

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

32.3 Landlord Assignment

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

(d) Violation by Landlord of the provisions of Section 5951 of the California Government Code will constitute a material breach of this Lease, upon which the Tenant may impose damages in an amount equal to the greater of \$500,000 or 10% of the aggregate principal portion of all rental payments payable by the Tenant during the entire Term of this Lease, it being expressly agreed that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and nature of the violation it would be impracticable and extremely difficult to fix actual damages. In addition, the Tenant may exercise or pursue any other right or remedy it may have under this Lease or applicable law.

(e) Landlord shall give Tenant written notice and a copy of each and every assignment, transfer, hypothecation or encumbrance of Landlord's interest in this Lease and any instrument relating thereto (including, but not limited to, instruments providing for the payment of Base Rent directly to an assignee or transferee) at least thirty (30) days prior to the effective date thereof.

(f) Landlord shall not furnish any information concerning Tenant or the subject matter of this Lease (including, but not limited to, offering memoranda, financial statements, economic and demographic information, and legal opinions rendered by the office of counsel for the Tenant) to any person or entity, except with Tenant's prior written consent; provided, however, that Landlord shall have the right, without Tenant's prior written consent, to make disclosures of the terms of this Lease with its mortgagees, prospective mortgagees, purchaser and partners, and attorney, accountants, and other advisors of such party (collectively, "**Representatives**"), provided that, in each case, all Representatives agree to treat this Lease and all related information as confidential.

Landlord shall indemnify, defend and hold Tenant and its officers, agents and employees harmless from and against all claims and liability alleged to arise from the inaccuracy or incompleteness of any information furnished by Landlord in violation of this Section 32.3.

(g) The provisions of this Section 32.3 shall be binding upon and applicable to the parties hereto and their respective successors and assigns. Whenever in this Section Landlord is referred to, such reference shall be deemed to include Landlord's successors or assigns, and all covenants and agreements by or on behalf of Landlord herein shall bind and apply to Landlord's successors and assigns, whether so expressed or not.

32.4 Smoking in County Facilities.

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

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

33. IRREVOCABLE OFFER

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

34. RIGHT OF FIRST OFFER TO LEASE ADDITIONAL PREMISES.

(a) Provided that no material Default has occurred and is continuing under the Lease, if at any time prior to the last twelve (12) months of the Term, Landlord intends to offer leasable space located for any adjacent available space in the Building (the "Additional Premises") for lease to third parties or to accept an offer of a third party to lease the Additional Premises, Landlord shall first give written notice to Tenant of the rental rate and other material terms upon which Landlord is willing to lease the Additional Premises ("Landlord's Lease Notice"). Landlord's Lease Notice shall constitute an offer to lease the Additional Premises to Tenant at the rental rate and upon the terms and conditions contained in Landlord's Lease Notice and shall state the anticipated date of availability of the Additional Premises. Tenant shall have sixty (60) days after receipt of Landlord's Lease Notice to accept such offer. Tenant shall accept such offer, if at all, only by delivery to Landlord of Tenant's irrevocable written commitment to lease the Additional Premises at the rental rate and upon the terms and conditions contained in Landlord's Lease Notice (the "Expansion Commitment").

(b) If Tenant delivers to Landlord the Expansion Commitment within such sixty (60) day period, all (but not part) of the Additional Premises shall be leased to Tenant commencing on the date that Landlord provides Tenant with possession of the Additional Premises and continuing for a period of time coterminous with the remaining Term, including any options to extend the Term. Tenant shall lease the Additional Premises upon the same terms, conditions and covenants as are contained in the Lease except that (i) the Base Rent for the Additional Premises shall be at the rate set forth in Landlord's Lease Notice, and (ii) any terms and conditions set forth in Landlord's Lease Notice that are inconsistent with the terms and conditions of the Lease shall control.

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

(d) Time is of the essence with respect to the exercise by Tenant of its rights granted hereunder. In the event Tenant fails to deliver to Landlord Tenant's Expansion Commitment within the sixty (60) day period prescribed above, all rights of Tenant to lease the Additional Premises shall terminate and Landlord shall have no further obligation to notify Tenant of any proposed leasing of the Additional Premises, and Landlord shall thereafter have the unconditional right to lease the Additional Premises to third parties or to accept offers from third parties to lease the Additional Premises without further obligation to Tenant. The rights granted to Tenant under this Section 34 shall not apply to any sales or similar transfers of the Additional Premises. Tenant's rights under this Section 34 are subject to: (i) rights of tenants under existing leases that are being renewed, or (ii) an unexpired option to expand or an unexpired right of first offer granted to any other person or tenant, which rights are this Lease.

35. 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"). The option must be exercised no later than six (6) months before the end of the Term. The Base Rent during the option period shall be at the then fair market value with annual increases of 3%.

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

- (i) giving Landlord written notice of its intention to do so (its "Notice of Intent") no later than six (6) months prior to the end of the Term.
- (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.

(c) Terms and Conditions of the Extension Term. The Extension Term shall be on all the terms and conditions of this Lease, except that the Base Rent during Extension Terms shall be equal to the Market Rental Value for the Premises as of the commencement of the Extension Term ("Adjusted Market Rental Value") to be

determined as set forth below, and Landlord shall have no additional obligation for free rent, leasehold improvements or for any other tenant inducements for the Extension Term.

- (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 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.
- (e) Market Rental Value. The term "Market Rental Value" shall be the rental rate that comparable Premises in the market in which the Premises is located would command for the same term as the Extension Term on the open market at the time Tenant provides its Notice of Intent, as determined jointly by Landlord and Tenant. For purposes hereof, the term "comparable Premises" shall mean premises in a Building similar in size and location to the Building, excluding any improvements installed by Tenant in the Building. In determining the Market Rental Value, appropriate consideration shall be given to Tenant's creditworthiness, the annual amount per rentable square foot that Landlord has accepted in current transactions between non-affiliated parties from new, non-expansion, non-renewal and non-equity tenants of comparable creditworthiness for comparable premises for a comparable use for a comparable period of time, the annual rental rates per square foot, the standard of measurement by which the rentable square footage is measured, the ratio of rentable square feet to usable square feet, the type of escalation clause (e.g., whether increases in additional rent are determined on a net or gross basis, and if gross, whether such increases are determined according to a base year or a base dollar amount expense stop), the extent of Tenant's liability under the Lease, parking rights and obligations, signage rights, abatement provisions reflecting free rent and/or no rent during the period of construction or subsequent to the commencement date as to the space in question, brokerage commissions, if any, which would be payable by Landlord in similar transactions, length of the lease term, size and location of the Building being leased, and other general applicable conditions of tenancy for such comparable transactions.
- (f) Opinions. Landlord shall submit its opinion of Market Rental Value to Tenant within fifteen (15) business 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, Landlord may apply to the Presiding Judge of the Superior Court for Los Angeles County, requesting said Judge to appoint the M.A.I. qualified appraiser. The appraiser so appointed shall promptly determine whether Landlord's or Tenant's Final Statement of Market Rental Value is the closest to the actual (in such appraisers' opinion) Market Rental Value of the Premises, and such Final

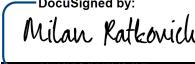
Statement of Market Rental Value shall be the Market Rental Value used in determining Base Rent during the Extension Term. The fees and expenses of the appraiser shall be borne equally by Landlord and Tenant. The appraiser appointed or selected pursuant to this Section shall have at least ten (10) years' experience appraising commercial properties in Los Angeles County.

- (g) Amendment of Lease. Immediately after the Board of Supervisors approves the exercise of any option granted pursuant to this Section 35, and such option is exercised, Landlord and Tenant shall execute an amendment to this Lease setting forth the new Base Rent in effect.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

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

LANDLORD: ELITE-TRC ALHAMBRA COMMUNITY LLC,
a Delaware limited liability company

By: 
Name: Milan Ratkovich
Its: President

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

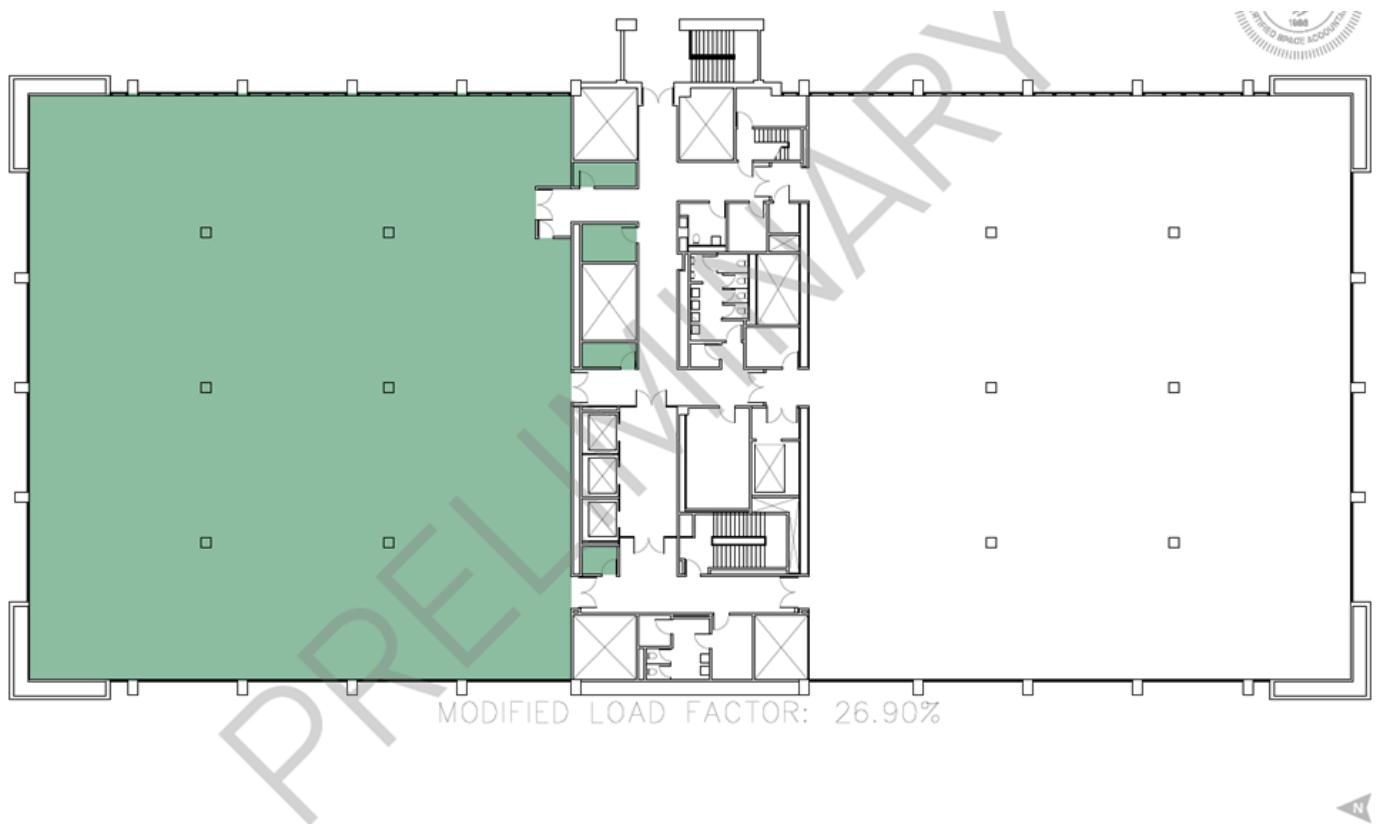
By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Roberto Saldaña
Senior Deputy County Counsel

EXHIBIT A
FLOOR PLAN OF PREMISES



| | | | | | | |
|--------------------|---|-----------------------|--------------------|----------------------------|-------------------|---|
| 5.29.25 | 1000 South Fremont | Spec Suite - Option 1 | | | |  Stevenson Systems |
| Floor 6E | 1000 South Fremont Avenue - A9W Alhambra, CA 91803 | ID Report ID 1 | Suite USF 6E-19 | Ancillary USF 12,919.35 | Total USF 0.00 | SSI RSF 12,919.35 |

Exhibit A
FLOOR PLAN OF PREMISES

HOA.105646784.1



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 C

**HEATING, VENTILATION
AND AIR CONDITIONING**

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. Water Bottle filling stations 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.

B. WEEKLY

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

C. MONTHLY

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

21. Carpet professionally spot cleaned as required to remove stains.
22. HVAC chiller water checked for bacteria, water conditioned as necessary.

D. QUARTERLY

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

E. SEMI-ANNUALLY

27. Windows washed as required inside and outside.
28. All painted wall and door surfaces washed and stains removed.
29. All walls treated with vinyl covering washed and stains removed.

F. ANNUALLY

30. Windows washed as required inside and outside.
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, at Tenant's cost if requested by Tenant.
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, at Tenant's cost if requested by Tenant.

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:

- v. heavy traffic areas cleaned, as needed, with a minimum of once per year;
- vi. moderate traffic areas cleaned as needed, with a minimum of once per year; and
- vii. 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 HVAC ducts cleaned as needed.

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)
555 West 5th Street, 36th Floor)
Los Angeles, California 90013)

) Space above for Recorder's Use

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

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

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

Factual Background

A. Borrower owns certain real property more particularly described in the attached Exhibit A. The term "Property" herein means that real property together with all improvements (the "Improvements") located on it.

B. Lender has made or agreed to make a loan to Borrower. The Loan is or will be secured by a deed of trust or mortgage encumbering the Property (the "Deed of Trust").

C. Tenant and Borrower (as "Landlord") entered into a lease dated _____ (the "Lease") under which Borrower leased to Tenant a portion of the Improvements located within the Property and more particularly described in the Lease (the "Premises").

D. Tenant is willing to agree to subordinate certain of Tenant's rights under the Lease to the lien of the Deed of Trust and to attorn to Lender on the terms and conditions of this Agreement. Tenant is willing to agree to such subordination and attornment and other conditions, provided that Lender agrees to a non-disturbance provision, all as set forth more fully below.

Agreement

Therefore, the parties agree as follows:

Exhibit E
SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

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: _____

To Tenant: County of Los Angeles
Chief Executive Office
Real Estate Division
555 West 5th Street, 36th Floor
Los Angeles, California 90013
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.

Exhibit E
SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

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

By: _____
Name: _____
Title: _____

BORROWER: *[Insert name of Landlord]*

By: _____
Name: _____
Title: _____

LENDER: *[Insert name of Lender]*,

By: _____
Name: _____
Title: _____

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

STATE OF CALIFORNIA)
COUNTY OF _____) SS.
)

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 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.

(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 | Is your firm currently certified as a minority owned business firm by the: | | | |
| | Black/African American | | State of California? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| | Hispanic/Latin American | | City of Los Angeles? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| | Asian American | | Federal Government? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| | Portuguese American | | | | | |
| Section D. OPTION TO PROVIDE REQUESTED INFORMATION | | | | | | |
| <input type="checkbox"/> We do not wish to provide the information required in this form. | | | | | | |
| Firm Name: _____ | | | | | | |
| Signature/Title: _____ | | | | | | |
| Date: _____ | | | | | | |

Exhibit G
COMMUNITY BUSINESS ENTERPRISES FORM

EXHIBIT H

MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

County of Los Angeles
Chief Executive Office
Real Estate Division
555 West 5th Street, 36th Floor
Los Angeles, California 90013
Attention: Director of Real Estate

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

MEMORANDUM OF LEASE

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

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

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

Dated: _____, 20__.

LANDLORD: _____

By: _____
Its: _____

By: _____
Its: _____

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

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: _____
Roberto Saldaña
Senior Deputy County Counsel

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

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

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

WITNESS my hand and official seal.

Signature (Seal)

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

Board Letter

Board Memo

Other

| | | |
|--|--|---|
| CLUSTER AGENDA REVIEW DATE | 1/21/2026 | Will be heard on both Ops and Community Services Clusters Set for 1/21/26 |
| BOARD MEETING DATE | 2/10/2026 | |
| 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) | Animal Care and CIO | |
| SUBJECT | APPROVAL TO UTILIZE FUNDS FROM THE COUNTY'S INFORMATION TECHNOLOGY INFRASTRUCTURE FUND FOR THE PURCHASE OF 201 MOTOROLA APX 8000 RADIOS | |
| PROGRAM | Community Services & Operations | |
| 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 | None | |
| COST & FUNDING | Total cost: \$2,280,000 | Funding source: Information Technology Infrastructure Fund |
| | TERMS (if applicable): n/a | |
| | Explanation: Approval of the recommended appropriation adjustment (attached) in the ITF will reallocate \$2,280,000 from S&S to Other Financing Uses and will increase the DACC Capital Assets Budget offset with revenue in Operating Transfers In. | |
| PURPOSE OF REQUEST | Approval of an appropriation adjustment and authorization to utilize \$2,280,000 in one-time funding from the County's ITF for the Department's purchase of 201 Motorola APX 8000 series radios to assist in DACC's emergency response. | |
| BACKGROUND | No issues. | |
| 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: Kenny Huang, Princ. Information Systems Manager, khuang@animalcare.lacounty.gov (562) 345-6749 | |



LOS ANGELES COUNTY

ANIMAL CARE | **redefining**
& CONTROL | **CARE**



Marcia Mayeda, Director

February 10, 2026

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:

**APPROVE TO UTILIZE FUNDS FROM THE COUNTY'S
INFORMATION TECHNOLOGY FUND FOR THE PURCHASE OF
201 MOTOROLA APX 8000 RADIOS AND APPROVE
APPROPRIATION ADJUSTMENT FY 2025-26
(ALL SUPERVISORIAL DISTRICTS) (4-VOTES)**

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

SUBJECT

The Department of Animal Care and Control (DACC) requests Board approval of an appropriation adjustment and authorization to utilize \$2,280,000 in one-time funding from the County's Information Technology Fund (ITF) for the Department's purchase of 201 Motorola APX 8000 series radios.

IT IS RECOMMENDED THAT THE BOARD:

Approve a Fiscal Year 2025-26 appropriation adjustment in the ITF to reallocate \$2,280,000 from Services and Supplies (S&S) to Other Financing Uses and to increase Department's Capital Assets Budget to procure 201 Motorola APX 8000 series radios.

Agoura ACC
29525 Agoura Road
Agoura Hills, CA 91301
(818) 991-0071

Lancaster ACC
5210 W. Avenue I
Lancaster, CA 93536
(661) 940-4191

Baldwin Park ACC
4275 N. Elton Street
Baldwin Park, CA 91706
(626) 962-3577

Palmdale ACC
38550 Sierra Highway
Palmdale, CA 93550
(661) 575-2888

Carson/Gardena ACC
216 W. Victoria Street
Gardena, CA 90248
(310) 523-9566

www.animalcare.lacounty.gov

Castaic ACC
31044 N. Charlie Canyon Rd.
Castaic, CA 91384
(661) 257-3191

Downey ACC
11258 S. Garfield Ave.
Downey, CA 90242
(562) 940-6898

Administrative Office
5898 Cherry Avenue
Long Beach, CA 90805
(800) 253-3555

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Recent events such as the January 2025 Eaton and Palisades fires have clearly demonstrated how critical reliable communication is during emergencies. High-quality radios become a lifeline in high-stress situations where every second counts, especially when cellphones are unreliable due to poor signal, damaged infrastructure, or network overload. Radios provide instant, push-to-talk communication without dialing numbers or waiting for a connection, enabling first responders and safety personnel to act quickly and effectively.

At DACC many calls involve public safety, which makes fast and clear communication essential. Delays or miscommunication can put human and animal lives at risk. High-quality radios enhance efficiency and coordination by allowing team leaders to immediately relay instructions, share updates, and issue safety alerts across long distances and in noisy, chaotic environments. The radios to be purchased are built to perform in tough conditions, offering strong signal strength, extended battery life, and features like noise-canceling audio to ensure that messages are heard and understood no matter the environment. The radios will also assist DACC in its emergency response efforts and its evacuation and transportation of animals to sheltering sites.

Other County departments such as the County Sheriff's and Fire Departments have already upgraded to advanced radios connected to LA-RICS. This system allows multiple agencies to communicate seamlessly during joint operations, which is vital during large-scale emergencies. Currently DACC lacks this level of interoperability and cannot consistently connect with other first responders, which puts staff, the public, and animals at risk. By investing in updated radios compatible with LA-RICS, DACC can significantly improve its communication capabilities and ensure clear, uninterrupted coordination with partner agencies and other County departments.

Unlike cellphones, radios do not depend on cellular networks or internet access, making them one of the most dependable communication tools in times of disaster. When traditional systems fail, search and rescue teams, emergency response crews, and volunteer organizations regularly rely on radios. For DACC, upgrading its radios isn't just a technical improvement, it is a necessary step toward greater safety, preparedness, and collaboration in future emergencies.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

This proposal directly supports the Countywide Strategic Plan's North Stars, especially North Star Three, which focuses on using innovation and technology to improve services and respond effectively to evolving needs. Drawing from critical lessons learned during the January 2025 Eaton and Palisades wildfires, DACC recognizes the urgent need for a more flexible, modern communications infrastructure. These recent emergencies

exposed communication gaps that hindered rapid response and coordination. By investing in updated, interoperable radios, DACC aims to strengthen its ability to respond quickly and effectively to routine and emergency calls, especially in rural or hard-to-reach areas where staff may not have access to traditional communication networks.

Communication is central to public safety and during every call--whether a routine barking complaint or a more serious public safety matter--DACC staff must be equipped to communicate clearly and without delay. This is especially important when our teams are first on the scene. To maintain public trust and ensure staff and community safety, we must be prepared with the most efficient, reliable tools. Investing in a unified, up-to-date radio system reinforces our commitment to professionalism, responsiveness, and excellence in service delivery.

Additionally, implementing this project enhances internal controls and operational processes by eliminating outdated and fragmented radio systems. Maintaining multiple aging systems is not only inefficient but also costly. A single, modern platform reduces maintenance overhead, simplifies training, and ensures all staff operate on a consistent system. This also supports broader County IT modernization goals and DACC for future enhancements, such as integration with Computer-Aided Dispatch (CAD) systems, GPS tracking for real-time location awareness and encrypted channels for secure communication. This project prioritizes improving daily operations and emergency preparedness, reflecting DACC's dedication to innovation, public safety, and responsible use of public resources.

FISCAL IMPACT/FINANCING

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

The ITIB approved the use of \$2,280,000 in one-time funding from the County's ITF on November 5, 2025. The funding will be used to purchase 201 Motorola APX 8000 series radios for daily operations and emergency/disaster preparedness at the Department's seven animal care centers.

Approval of the recommended appropriation adjustment (attached) in the ITF will reallocate \$2,280,000 from S&S to Other Financing Uses and will increase the DACC Capital Assets – Equipment Budget offset with revenue in Operating Transfers In.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

There are no legal requirements or prohibitions related to this recommended action.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This project is strategically designed to improve all aspects of DACC's operations by significantly enhancing communication within the department and with other County agencies and external partners during public safety emergencies. Effective communication is the backbone of coordinated, timely, and safe responses. By upgrading to more reliable and interoperable radio equipment, DACC staff will be better equipped to respond to various situations from routine calls to high-risk emergencies involving public and animal safety. Whether responding to an aggressive animal, coordinating during an evacuation, or assisting law enforcement in the field, our teams need dependable tools that work in real-time and under pressure.

With modern radios, staff will have stronger confidence and readiness when handling unpredictable fieldwork. Knowing they can instantly connect with colleagues, supervisors, or external agencies--even in remote or high-risk areas--reduces stress and enhances decision-making during emergencies. It also improves officer safety by ensuring help is never more than a radio call away. Reliable communication helps field staff feel supported, connected, and more capable of doing their jobs effectively.

Just as importantly, this project builds public trust. When residents see DACC responding quickly, communicating efficiently, and working with other emergency responders, it reinforces the perception that we are a professional, well-prepared agency. The public expects their safety and the welfare of their animals to be handled by trained personnel with the right tools.

Investing in this technology demonstrates our commitment to service excellence, safety, and professionalism. Ultimately, improving our communication infrastructure is not just about technology; it's about strengthening our ability to protect people, animals, and communities while supporting the well-being of our dedicated staff. This project lays the foundation for smarter, faster, and safer operations across every level of DACC.

CONCLUSION

Upon Board approval, please return one adopted copy of this board letter to the Department.

Respectfully submitted,

Reviewed by:

MARCIAMAYEDA
Director

PETER LOO
Chief Information Officer

MM:DU:WD:rke
s:/brdcorr/bls/2026 bls/1.20.26 ift radio upgrade/bl dacc-ift 2-way_radio_upgrade

Attachment

c: Chief Executive Office
Chief Information Office
County Counsel
Executive Office

February 03, 2025

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF CHIEF EXECUTIVE OFFICER

AUDITOR-CONTROLLER:

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

ADJUSTMENT REQUESTED AND REASONS THEREFORE

FY 2025-26

4 - VOTES

| SOURCES | USES |
|---|--|
| INFORMATION TECHNOLOGY INFRASTRUCTURE FUND B16-AO-2000-40033 SERVICES & SUPPLIES DECREASE APPROPRIATION | INFORMATION TECHNOLOGY INFRASTRUCTURE FUND B16-AO-6100-40033 OTHER FINANCING USES INCREASE APPROPRIATION |
| 2,280,000 | 2,280,000 |
| ANIMAL CARE AND CONTROL A01-AN-96-9911-18950 OPERATING TRANSFERS IN INCREASE REVENUE | ANIMAL CARE AND CONTROL A01-AN-6030-18950 CAPITAL ASSETS - EQUIPMENT INCREASE APPROPRIATION |
| 2,280,000 | 2,280,000 |
| SOURCES TOTAL | USES TOTAL |
| \$ 4,560,000 | \$ 4,560,000 |

JUSTIFICATION

This adjustment reflects a shift in appropriation from the Information Technology Infrastructure Fund to the Department of Animal Care and Control for the department's acquisition of 201 LA-RICS handheld and mobile radios.

William Leung

Digitally signed by William Leung
Date: 2025.12.30 08:59:02 -08'00'

AUTHORIZED SIGNATURE

William Leung, Principal Analyst, CEO

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

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR--- ACTION

APPROVED AS REQUESTED

 RECOMMENDATION

APPROVED AS REVISED

Digitally signed by Andrea
Turner
Date: 2026.01.02 14:40:19
-08'00'

BY Andrea Turner

Christine
BY FriasDigitally signed by
Christine Frias
Date: 2026.01.06
08:10:00 -08'00'

AUDITOR-CONTROLLER

B.A. NO. 086

DATE 1/2/26

DATE 1/6/26