



# DEPARTMENT OF MENTAL HEALTH

hope. recovery. wellbeing.

LISA H. WONG, Psy.D.  
Director

Curley L. Bonds, M.D.  
Chief Medical Officer

Rimmi Hundal, M.A.  
Chief Deputy Director

## ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

January 06, 2026

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

26 January 6, 2026

*Edward Yen*  
EDWARD YEN  
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL TO AMEND THE EXISTING FACILITIES MANAGEMENT SERVICES CONTRACT  
WITH CBRE MANAGED SERVICES, INC., AT THE CENTRO ESTRELLA FAMILY RESOURCE  
CENTER  
(SUPERVISORIAL DISTRICT 1)  
(3 VOTES)**

### **SUBJECT**

Request approval to amend the existing facilities management services Contract with CBRE Managed Services, Inc., at The Centro Estrella Family Resource Center to revise and add negotiated language.

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

Approve and authorize the Director of Mental Health (Director), or designee, to prepare, sign, and execute an amendment substantially similar to Attachment I to existing facilities management services (FMS) contract with CBRE Managed Services, Inc., (CBRE) to revise and add negotiated language. The Amendment will be effective upon Board approval.

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

Board approval of the Recommendation will allow DMH to amend the existing FMS Contract with CBRE at Centro Estrella Family Resource Center to revise/add negotiated language.

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

The recommended actions are consistent with the County's Strategic Plan North Star 1, Make Investments that Transform Lives, specifically Focus Area Goal C. – Housing and Homelessness,

and Focus Area Goal D. – Support Vulnerable Populations.

**FISCAL IMPACT/FINANCING**

There is no net County cost impact associated with the recommended action.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Based on the results of a competitive solicitation, on September 2, 2025, the Board authorized the Director/Designee to execute a new FMS contract with CBRE for the provision of services at The Centro Estrella Family Resource Center. At the time of Contract execution, CBRE requested revision to the County standard provision “Cyber Liability Insurance” to remove the additional insured requirement; and requested to add the following new provisions to the contract: 9.15 (Hazardous Material), 9.16 (Pre-existing Conditions and Defects), 9.17 (Exclusions), and 9.18 (Indirect and Consequential Damages). DMH is returning to your Board for authority to amend the Contract for aforementioned changes. The revision and new provisions were reviewed by CEO Risk Management and County Counsel and deemed reasonable and will not significantly impact the County.

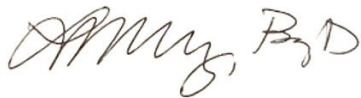
The Amendment (Attachment I) has been approved as to form by County Counsel.

As mandated by your Board, the performance of all contractors is evaluated by DMH on an annual basis to ensure compliance with all contract terms and performance standards.

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

Board approval of the recommended actions will allow DMH to amend the FMS Contract with CBRE for continued provision of services at Centro Estrella Family Resource Center.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Lisa H. Wong", with a stylized flourish at the end.

LISA H. WONG, Psy.D.

Director

LHW:RH:KN:SK:CM:atm

Enclosures

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

CONTRACT NO. MH540003

AMENDMENT NO. 1

THIS AMENDMENT is made and entered into this 6<sup>th</sup> day of January 2026, by and between the COUNTY OF LOS ANGELES (hereafter "County") and CBRE Managed Services, Inc. (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "Contract by and between County of Los Angeles Department of Mental Health and CBRE Managed Services, Inc. for Facilities Management Services" dated September 2, 2025, and further identified as County Contract No. MH540003, and any amendments thereto (hereafter collectively "Contract"); and

WHEREAS, on January 6, 2026, the County Board of Supervisors authorized the Department of Mental Health Director, or designee, to execute an amendment to the Contract to revise the language; and

WHEREAS, said Contract provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties; and

WHEREAS, as the result of the changes, the Total Contract Sum will remain unchanged; and

WHEREAS, Contractor warrants that it continues to possess the competence, expertise, and personnel necessary to provide services consistent with the requirements of the Contract, and consistent with the professional standard of care for these services.

WHEREAS, County and Contractor intend to amend the Contract only as described hereunder.

NOW, THEREFORE, County and Contractor agree as follows:

1. This amendment is hereby incorporated into the original Contract, and all its terms and conditions, including capitalized terms defined therein, will be given full force and effect as if fully set forth herein.
2. This amendment is effective January 6, 2026.
3. "Cyber Liability Insurance" subsection within sub-paragraph 8.25.4 (Unique Insurance Coverage) of the contract is deleted in its entirety and replaced with the following:

- "Cyber Liability Insurance

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

4. Paragraphs 9.15 (Hazardous Material), 9.16 (Pre-existing Conditions and Defects), 9.17 (Exclusions), and 9.18 (Indirect and Consequential Damages) are added to the Contract as follows:

**"9.15 Hazardous Material**

9.15.1 As used herein, "Hazardous Materials" shall mean any hazardous material or substance which is or becomes defined as a "hazardous waste," "hazardous substance," "hazardous material," "pollutant," or "contaminant" under any federal, State, or local statute, regulation, rule or ordinance or amendments thereto including, without limitation, the comprehensive Environmental Response, Compensation and Liability

Act (42 U.S.C. § 9601) as amended, and/or the Resource Conservation and Recovery Act (42 U.S.C. § 6901), and shall include laboratory wastes, medical wastes, biohazardous wastes, contaminated clothing, body fluids, contaminated medical instruments and equipment, catheters, used bandages, gauzes, needles and other sharp instruments.

- 9.15.2 Contractor Not an Owner, Operator, Generator or Transporter. County acknowledges that Contractor is not an environmental expert or consultant in the field of Hazardous Materials (as herein defined) and is not licensed to address such matters. Therefore, with respect to any significant environmental conditions or issues pertaining to Hazardous Materials Facility, County agrees and acknowledges that Contractor, its Affiliates and their respective agents, officers, directors, partners, shareholders and employees are not and shall not be deemed "operators" of any such property or any tenant operations therein or thereon or "generators" or "transporters" (or have any comparable legal status) for purposes of any applicable laws pertaining to Hazardous Materials. Accordingly, notwithstanding any provision hereof to the contrary, with respect to any Hazardous Materials that may be present below, on, in, about or otherwise affecting the Facility, Contractor shall not be responsible for detecting, handling, removing, remediating, storing, transporting or disposing of Hazardous Materials (each a "Hazardous Activity"), except to the extent of any Hazardous Materials brought onto the Premises and used by Contractor in the ordinary course of providing the Services. Contractor shall not use Hazardous Materials except in the ordinary course of providing the Services and in compliance with applicable laws. "Hazardous Materials" means any hazardous material or substance that is or becomes defined as a "hazardous waste," "hazardous substance," "hazardous material," "pollutant," or "contaminant" under any applicable law, regulation or rule or any item identified as a hazardous material using the Globally Harmonized System (GHS) for Classification and Labelling of Chemicals developed through the United Nations.

## **9.16 Pre-existing Conditions and Defects**

- 9.16.1 The Parties acknowledge and agree that the Services, as they relate to the construction and design efforts of contractors, vendors, architects, engineers, consultants, design professionals and other construction personnel engaged by County to perform work on the Project ("Construction Professionals"), will be limited to overseeing and managing the work of the Construction Professionals. Contractor will review Project documents and require such changes as are necessary so that such documents are in the name of County, and all warranties run in favor of County. County acknowledges that the work product provided by Construction Professionals will be the responsibility of such

persons and that Contractor does not warrant or guaranty, and will not be liable with respect to, their performance or work product. Contractor will not be liable for design techniques or procedures employed by any third-party including Construction Professionals providing design or other services in connection with the Project, or construction means, methods, techniques, sequences or procedures. All agreements with Construction Professionals shall be entered into either by County directly or by Contractor as County's agent (for this limited purpose, only), for the account and in the name of County, and the funds necessary to pay for such services shall be paid by County. In contracts with Construction Professionals, Contractor shall be named as an additional indemnified party and an additional insured under the Construction Professional's liability insurance.

- 9.16.2** Further, Contractor shall not be responsible for detecting, dealing with or remediating any pre-existing conditions of any Facility that may adversely affect the operations, maintenance or use of such Facility or the health or safety of persons or property. In addition, Contractor shall not be responsible for detecting or remediating structural or latent defects or other defects in the design or construction of a Facility or manufacturing defects in or improper installation by others of equipment within a Facility, whether pre-existing or arising during the Term. Should Contractor discover any pre-existing conditions, structural or latent defects, or other defects in the design or construction of a facility or manufacturing defects in or improper installation by other of equipment in a facility, Contractor will inform the County's Project Director within 48 hours. This Article shall survive the expiration or termination of this Contract. All references to Contractor in this Article shall be deemed to include any contractor or subcontractor of Contractor that provides Services.

## **9.17 Exclusions**

- 9.17.1** The parties understand and agree that Contractor's duties specially exclude any medical or hospital services, medical practices or patient care functions. In addition, County acknowledges and agrees that Contractor and any of its vendors, subcontractors, agents and/or any other related parties are not qualified to provide and will not provide any healthcare or medical assessments or services. Notwithstanding any provision hereof to the contrary, Contractor shall not bear any responsibility or liability for any matter relating to the quality or adequacy of medical care or assessments provided at the Facility. In the event Contractor has actual knowledge of, or in the ordinary course of business develops reasonable suspicions that there is a material safety risk to County staff, any occupants and/or visitors to the facility, Contractor will notify County consistent with protocols established

between the Parties, and will assist in relevant response actions consistent with this Contract.

**9.17.2** In the event Contractor has actual knowledge of or in the ordinary course of business develops reasonable suspicions of, any materials, equipment, processes, areas, tools, equipment area, or any vector of airborne pathogens (including but not limited to the coronavirus), other viruses, bacteria or any other communicable diseases, any such conditions, Contractor will notify County consistent with protocols established between the Parties, and will assist in relevant response actions consistent with this Contract.

**9.17.3** Contractor shall not be responsible or liable for any claims, liability and/or damages relating to the provision of medical services, practices, or patient care.

**9.17.4** Contractor shall be liable under the terms of the Contract but only to the extent of any negligence and/or wrongdoing and/or violation and/or breach of any conditions, duties or provisions by Contractor.

#### **9.18 Indirect and Consequential Damages**

Neither party will be liable for any indirect or consequential damages incurred by the other party during or after the term of this Contract, or under any duty to indemnify. It is expressly acknowledged and understood that lost earnings or profits are indirect or consequential damages for the purposes of this Contract. Contractor will be responsible for all direct costs incurred by the County for any action or inaction on the part of the Contractor that requires County to change its operations any time during this Contract.”

5. Paragraph 8.60 (Campaign Contribution Prohibition Following Final Decision in Contract Proceeding) of the contract is deleted in its entirety and replaced with the following:

“8.60 Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$500 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph may be a material breach of this Contract as determined in the sole discretion of the County.”

6. Exhibit L (Contribution and Agent Declaration Form) is deleted and replaced by Exhibit L-1 (Contribution and Agent Declaration Form) attached hereto and incorporated herein by reference.

7. Paragraph 10.0 (Survival) of the Contract is deleted in its entirety and replaced with the following:

**“10.0 SURVIVAL**

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

|                |                                                                                                  |
|----------------|--------------------------------------------------------------------------------------------------|
| Paragraph 1.0  | Applicable Documents                                                                             |
| Paragraph 2.0  | Definitions                                                                                      |
| Paragraph 3.0  | Work                                                                                             |
| Paragraph 5.4  | No Payment for Services Provided Following Expiration/Termination of Contract                    |
| Paragraph 7.6  | Confidentiality                                                                                  |
| Paragraph 8.1  | Amendments                                                                                       |
| Paragraph 8.2  | Assignment and Delegation/Mergers or Acquisitions                                                |
| Paragraph 8.6  | Compliance with Applicable Laws                                                                  |
| Paragraph 8.19 | Fair Labor Standards                                                                             |
| Paragraph 8.20 | Force Majeure                                                                                    |
| Paragraph 8.21 | Governing Law, Jurisdiction, and Venue                                                           |
| Paragraph 8.23 | Indemnification                                                                                  |
| Paragraph 8.24 | General Provisions for all Insurance Coverage                                                    |
| Paragraph 8.25 | Insurance Coverage                                                                               |
| Paragraph 8.34 | Notices                                                                                          |
| Paragraph 8.38 | Record Retention and Inspection-Audit Settlement                                                 |
| Paragraph 8.42 | Termination for Convenience                                                                      |
| Paragraph 8.43 | Termination for Default                                                                          |
| Paragraph 8.48 | Validity                                                                                         |
| Paragraph 8.49 | Waiver                                                                                           |
| Paragraph 8.58 | Prohibition from Participation in Future Solicitation(s)                                         |
| Paragraph 8.60 | Campaign Contribution Prohibition Following Final Decision in Contract Proceeding                |
| Paragraph 9.1  | Inadvertent Access under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) |
| Paragraph 9.16 | Pre-existing Conditions and Defects                                                              |
| Paragraph 9.18 | Indirect and Consequential Damages                                                               |
| Paragraph 10.0 | Survival”                                                                                        |

8. Except as provided in this amendment, all other terms and conditions of the Contract will remain in full force and effect.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this amendment to be subscribed by County's Director of Mental Health or designee, and Contractor has caused this amendment to be subscribed on its behalf by its duly authorized officer, on the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
LISA H. WONG, Psy.D.  
Director of Mental Health

CBRE MANAGED SERVICES, INC.  
CONTRACTOR

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:  
OFFICE OF THE COUNTY COUNSEL

By: Rachel Kleinberg  
Senior Deputy County Counsel

**CONTRIBUTION AND AGENT DECLARATION FORM**

This form must be completed separately by all bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles ("County").

Pursuant to the Levine Act (Government Code section 84308), a member of the Board of Supervisors, other elected County officials (the Sheriff, Assessor, and the District Attorney), and other County employees and/or officers ("County Officers") are disqualified and not able to participate in a proceeding involving contracts, franchises, licenses, permits and other entitlements for use if the County Officer received more than \$500 in contributions in the past 12 months from the bidder, proposer or applicant, any paid agent of the bidder, proposer, or applicant, or any financially interested participant who actively supports or opposes a particular decision in the proceeding.

**State law requires you to disclose information about contributions made by you, your company, and lobbyists and agents paid to represent you. Failure to complete the form in its entirety may result in significant delays in the processing of your application and potential disqualification from the procurement or application process.**

**You must fully answer the applicable questions below. You ("Declarant"), or your company, if applicable, including all entities identified below (collectively, "Declarant Company") must also answer the questions below. The term "employee(s)" shall be defined as employees, officers, partners, owners, or directors of Declarant Company.**

**An affirmative response to any questions will not automatically cause the disqualification of your bid/proposal, or the denial of your application for a license, permit or other entitlement. However, failure to answer questions completely, in good faith, or providing materially false answers may subject a bidder/proposer to disqualification from the procurement.**

*This material is intended for use by bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles and does not constitute legal advice. If you have questions about the Levine Act and how it applies to you, you should call your lawyer or contact the Fair Political Practices Commission for further guidance.*

HOA.104008393.4  
Rev. [4/16/24]

**CONTRIBUTION AND AGENT DECLARATION FORM**

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

A. COMPANY OR APPLICANT INFORMATION

1) Declarant Company or Applicant Name:

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a) If applicable, identify all subcontractors that have been or will be named in your bid or proposal: \_\_\_\_\_

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

c) Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a County Officer, regardless of whether you or Declarant Company have actually made a contribution:

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**[IF A COMPANY, ANSWER QUESTIONS 2 - 3]**

2) Identify only the Parent(s), Subsidiaries and Related Business Entities that Declarant Company has controlled or directed, or been controlled or directed by. "Controlled or directed" means shared ownership, 50% or greater ownership, or shared management and control between the entities.

a) Parent(s):

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b) Subsidiaries:

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c) Related Business Entities:

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

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4) Identify all entities (proprietorships, firms, partnerships, joint ventures, syndicates, business trusts, companies, corporations, limited liability companies, associations, committees, and any other organization or group of persons acting in concert) whose contributions you or Declarant Company have the authority to direct or control.

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**CONTRIBUTION AND AGENT DECLARATION FORM**

- 5) Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you or Declarant Company and who will receive compensation to communicate with a County Officer regarding the award or approval of **this** contract or project, license, permit, or other entitlement for use.

*(Do **not** list individuals and/or firms who, as part of their profession, either (1) submit to the County drawings or submissions of an architectural, engineering, or similar nature, **or** (2) provide purely technical data or analysis, **and** who will not have any other type of communication with a County agency, employee, or officer.)*

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- 6) If you or Declarant Company are a 501(c)(3) non-profit organization, identify the compensated officers of your organization and the compensated members of your board.

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**B. CONTRIBUTIONS**

- 1) Have you or the Declarant Company solicited or directed your employee(s) or agent(s) to make contributions, whether through fundraising events, communications, or any other means, to a County Officer in the past 12 months? If so, provide details of each occurrence, including the date.

| <b>Date</b> (contribution solicited, or directed) | <b>Recipient Name</b> (elected official) | <b>Amount</b> |
|---------------------------------------------------|------------------------------------------|---------------|
|                                                   |                                          |               |
|                                                   |                                          |               |
|                                                   |                                          |               |

\*Please attach an additional page, if necessary.

- 2) Disclose all contributions made by you or any of the entities and individuals identified in Section A to a County officer in the past 12 months.

| <b>Date</b> (contribution made) | <b>Name</b> (of the contributor) | <b>Recipient Name</b> (elected official) | <b>Amount</b> |
|---------------------------------|----------------------------------|------------------------------------------|---------------|
|                                 |                                  |                                          |               |
|                                 |                                  |                                          |               |
|                                 |                                  |                                          |               |

\*Please attach an additional page, if necessary.

**CONTRIBUTION AND AGENT DECLARATION FORM****C. DECLARATION**

By signing this Contribution and Agent Declaration form, you (Declarant), or you and the Declarant Company, if applicable, attest that you have read the entirety of the Contribution Declaration and the statements made herein are true and correct to the best of your knowledge and belief. (Only complete the one section that applies.)

There are \_\_\_\_\_ additional pages attached to this Contribution Declaration Form.

**COMPANY BIDDERS OR APPLICANTS**

I, \_\_\_\_\_ (Authorized Representative), on behalf of \_\_\_\_\_ (Declarant Company), at which I am employed as \_\_\_\_\_ (Title), attest that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached page(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject Declarant Company to consequences, including disqualification of its bid/proposal or delays in the processing of the requested contract, license, permit, or other entitlement.

**IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:**

By signing this Contribution and Agent Declaration form, you also agree that, if Declarant Company hires an agent, such as, but not limited to, an attorney or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, you agree to inform the County of the identity of the agent or lobbyist and the date of their hire. You also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County officer (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by the Declarant Company, or, if applicable, any of the Declarant Company's proposed subcontractors, agents, lobbyists, and employees who have communicated or will communicate with the County about this contract, license, permit, or other entitlement after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**CONTRIBUTION AND AGENT DECLARATION FORM****INDIVIDUAL BIDDERS OR APPLICANTS**

I, \_\_\_\_\_, declare that the foregoing responses and the explanation on the attached sheet(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject me to consequences, including disqualification of my bid/proposal or delays in the processing of the requested license, permit, or other entitlement.

**IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:**

If I hire an agent or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, I agree to inform the County of the identity of the agent or lobbyist and the date of their hire. I also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County official (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by me, or an agent such as, but not limited to, a lobbyist or attorney representing me, that are made after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

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Signature

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Date