



**OPERATIONS CLUSTER
AGENDA REVIEW MEETING**

DATE: July 19, 2023
TIME: 2:00 p.m. – 4:00 p.m.
LOCATION: **TELECONFERENCE CALL-IN NUMBER: 1 (323) 776-6996**
TELECONFERENCE ID: 439827168#

To join via phone, dial 1(323)776-6996, then press 439827168# .

YOU CAN ALSO JOIN THIS MEETING BY CLICKING ON THE FOLLOWING LINK:

[**Click here to join the meeting**](#)

THIS MEETING WILL CONTINUE TO BE CONDUCTED VIRTUALLY AS PERMITTED UNDER THE BOARD OF SUPERVISORS' JUNE 27, 2023, ORDER SUSPENDING THE APPLICATION OF BOARD POLICY 3.055 UNTIL AUGUST 31, 2023

AGENDA

Members of the Public may address the Operations Cluster on any agenda item after all Informational Items are presented.
Two (2) minutes are allowed for each item.

1. **Call To Order – Carlos Arreola/Anthony Baker**
2. **INFORMATIONAL ITEM(S):**
 - A) Board Letter:
COUNTYWIDE CLASSIFICATION/COMPENSATION ACTIONS
CEO/CLASS - Jennifer Revuelta, Principal Analyst
 - B) Board Letter:
SOUTH EL MONTE ASSESSOR'S OFFICE REFURBISHMENT PROJECT
APPROVE PROJECT, SCOPE, AND BUDGET AND APPROVE USE OF JOB
ORDER CONTRACT SPECS. 7659; CAPITAL PROJECT NO. 87587
PW - Felicia Yang, Capital Projects Program Manager
CEO/CP - Alisa Chepeian, Analyst
 - C) Board Letter:
CONTRACT FOR MICROSOFT ENTERPRISE VOLUME LICENSING
SERVICES
LACDA/CIO - Cesar Delgado, Acting IT Manager

CONTINUED ON PAGE 2

D) Board Letter:
FIVE-YEAR LEASE
DEPARTMENT OF HEALTH SERVICES
1403 WEST LOMITA BOULEVARD, HARBOR CITY
CEO/RE - Alexandra Nguyen-Rivera, Section Chief, Lease Acquisitions

E) Board Letter:
THREE-YEAR LEASE AMENDMENT
DEPARTMENT OF MENTAL HEALTH
DEPARTMENT OF AGING AND DISABILITIES
14112 SOUTH KINGSLEY DRIVE, GARDENA
CEO/RE - Alexandra Nguyen-Rivera, Section Chief, Lease Acquisitions

3. **PRESENTATION/DISCUSSION ITEMS:**

None available.

4. **Public Comment**
(2 Minutes Each Speaker)

5. **Adjournment**

FUTURE AGENDA TOPICS

CALENDAR LOOKAHEAD:

- A) RR/CC - REQUEST TO AUTHORIZE THE REGISTRAR-RECORDER/COUNTY CLERK TO PAY COMMUNITY ELECTION WORKER FICA TAXES
- B) LASD/CIO - ADVANCE NOTIFICATION OF INTENT TO ENTER INTO NEGOTIATIONS FOR A SOLE SOURCE CONTRACT WITH NICE SYSTEMS, INC. TO PROVIDE NETWORKED LOGGING RECORDER SYSTEM MAINTENANCE AND SUPPORT SERVICES
- C) TTC - APPROVAL TO AMEND BOARD POLICY NO. 4.047 – COMMUNITY FACILITIES DISTRICT GOALS AND POLICIES
- D) ISD/CEO-CP - AWARD 28 JOB ORDER CONTRACTS FOR MAINTENANCE, REPAIR, REMODELING, AND REFURBISHMENT OF COUNTY INFRASTRUCTURE AND FACILITIES AND ADOPT AND ADVERTISE VARIOUS SPECIFICATIONS

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	7/19/2023	
BOARD MEETING DATE	8/8/2023	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	CHIEF EXECUTIVE OFFICE	
SUBJECT	COUNTYWIDE CLASSIFICATION/COMPENSATION ACTIONS	
PROGRAM		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total savings: \$484,000 (all funds)	Funding source:
	Total cost: \$197,000 (NCC)	
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST		
BACKGROUND (include internal/external issues that may exist including any related motions)	<ul style="list-style-type: none"> • Addition of one (1) employee classification in the Department of Health Services; <ul style="list-style-type: none"> ◦ Medical Dosimetrist (5773) - \$12,300.27 - \$14,873.82 • Changing the title and salary range of one (1) non-represented classification in the Sheriff Department; <ul style="list-style-type: none"> ◦ Senior Employee Services Representative, Sheriff (1847) to Employee Services Representative ◦ Salary change from 103A (\$6,840.00 - \$9,218.00) to 103L (\$7,010.91 - \$9,448.00) • Reclassification of 18 positions in the Departments of Auditor-Controller, Chief Executive Officer, Health Services, Internal Services, Medical Examiner-Coroner, and Sheriff. 	
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: Jennifer Revuelta, Principal Analyst, (213) 974-1783, JRevuelta@ceo.lacounty.gov	



CEO August 8, 2023 General Reclass Board Letter Summary

CEO Classification/Compensation Contact Information:

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

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

This Board Letter includes:

- Addition of one (1) employee classification in the Department of Health Services;
 - Medical Dosimetrist (5773) - \$12,300.27 - \$14,873.82
- Changing the title and salary range of one (1) non-represented classification in the Sheriff Department;
 - Senior Employee Services Representative, Sheriff (1847) to Employee Services Representative
 - Salary change from 103A (\$6,840.00 - \$9,218.00) to 103L (\$7,010.91 - \$9,448.00)
- Reclassification of 18 positions in the Departments of Auditor-Controller, Chief Executive Officer, Health Services, Internal Services, Medical Examiner-Coroner, and Sheriff.



**Chief
Executive
Office.**

COUNTY OF LOS ANGELES

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

CHIEF EXECUTIVE OFFICER

Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

August 8, 2023

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

Dear Supervisors:

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

SUBJECT

This letter and accompanying ordinance will update the tables of positions and the departmental staffing provisions by adding one (1) employee classification; changing the title and salary range of one (1) non-represented classification; and reclassifying positions in various County departments.

IT IS RECOMMENDED THAT THE BOARD:

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

1. Add one (1) employee classification in the Department of Health Services (DHS);
2. Change the title and salary range of one (1) non-represented classification in the Sheriff Department; and
3. Reclassify 18 positions in the Departments of Auditor-Controller, Chief Executive Officer (CEO), DHS, Internal Services (ISD), Medical Examiner-Coroner, and Sheriff.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

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

These recommendations will ensure the proper allocation of positions based upon the duties and responsibilities assigned to these jobs and as performed by the incumbents (Attachments A and B). This is a primary goal of the County's classification and compensation system.

These actions are recommended based upon generally accepted professional principles of classification and compensation. Furthermore, these actions are important in addressing departmental operational needs and in maintaining consistency in personnel practices throughout the County. The proper allocation of positions facilitates efficient business operations and can reduce the number of costly personnel-related issues.

New Employee Classification

DHS requested a new classification to assist radiation oncology teams in the development and implementation of radiation treatment plans in the management of cancer and other radio-responsive conditions. There are no classifications performing this work, therefore, we are recommending the creation of the Medical Dosimetrists (Item No. 5773) to work under the direction of a physician to design an individualized plan of action for cancer patients who have been prescribed radiation therapy by their oncologist (Attachment A). This new class will require certification as a Medical Dosimetrist issued by the Medical Dosimetrist Certification Board of the State of California, Department of Health Services. The new class will aid in the streamlining of oncology services and free residents and physicians to perform patient care while also decreasing the hourly rate spent towards development and implementation of radiation treatment plans.

Title Change and Salary Adjustment

We are recommending a title change and salary reallocation for one (1) non-represented classification assigned to the Sheriff's Department (Attachment A). The classification of Senior Employees Services, Representative (Item No. 1847) was studied, and this title and salary range change more accurately reflects the duties and responsibilities of this classification.

Reclassifications

There are 18 positions in six (6) departments being recommended for reclassification (Attachment B). The duties and responsibilities assigned to these positions have changed since the original allocations were made. Therefore, the subject positions would be more appropriately classified in the recommended classes.

Implementation of Strategic Plan Goals

Approval of the accompanying ordinance will further the County Strategic Plan Goal III – Realize Tomorrow’s Government Today. Specifically, it will address Strategy III.3 to Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

FISCAL IMPACT/FINANCING

The projected budgeted annual cost resulting from the recommended reclassifications is estimated to total \$484,000 (all funds). Net County cost is estimated to be \$197,000. Cost increases associated with upward reclassification actions will be absorbed within the Adopted Budget for each affected department. No additional funding is required.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

Respectfully submitted,

FESIA A. DAVENPORT
Chief Executive Officer

FAD:JMN:ADC:AYH
JR:AS:mmg

Enclosures

The Honorable Board of Supervisors
8/8/2023
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c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Human Resources
Affected Departments

N:\CLASSIFICATION\ABCD - BOARD LETTERS - WORKING FILE\BOARD LETTER - RECLASS 08.08.23\8.8.23 General Reclass BL (draft 1).docx

DRAFT

CLASSIFICATION PLAN CHANGES

ATTACHMENT A

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

Proposed Savings/ Cafeteria Benefit Plan	Item No.	Title	Recommended Salary Schedule and Level	
Horizons/ Options	5773	Medical Dosimetrist	120H	N3MO

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

Item No.	Current Title	Current Salary Schedule and Level		Recommended Title Change	Recommended Salary Schedule and Level	
1847	Senior Employee Services Representative, Sheriff	103A	NMO	Employee Services Representative	103L	NMO

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT B

AUDITOR-CONTROLLER

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Program Specialist I, Auditor-Controller Item No. 0712A NMO 103E Non-Represented	1	Children Services Administrator II Item No. 9087A NO 111J Non-Represented

The subject Program Specialist I, Auditor-Controller position is located within the Office of County Investigations Division, Ombudsperson for Youth in Short-Term Residential Therapeutic Programs (STRTP) Unit, and reports directly to a Children Services Administrator III. The position is responsible for assisting the Department of Children and Family Services' youth living in STRTP facilities and group homes to help resolve issues and advocate for their needs. The position conducts outreach to youth placed in STRTP facilities and group homes and provides information to youth and STRTP/group home staff regarding the Ombudsperson Program. In addition, the position represents the STRTP Unit in regularly scheduled child welfare meetings, trainings, and analyzes data and conducts in-depth assessments to offer recommendations for program improvements.

The duties and responsibilities of the subject position meet the classification criteria for Children Services Administrator II, a classification that is responsible for directing child protective services and administrative support services or developing specialized programs. Therefore, we recommend upward reallocation to Children Services Administrator II.

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT B

CHIEF EXECUTIVE OFFICE

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Senior Analyst, CEO Item No. 0829A N35MO 111A Non-Represented	1	Principal Analyst, CEO Item No. 0830A N35MO 119A Non-Represented
1	Student Professional Worker I Item No. 8243F N1 FH Represented	1	Program Aid II, CEO Item No. 0824A NMO 84B Non-Represented

The subject Senior Analyst, CEO position is assigned to the Benefits Division within the Budget and Operations Management Branch. Duties of the position include leading the planning, coordination and direction of leave policy projects that have a Countywide impact and require multi-departmental collaboration with outside counsel or labor representatives; researching complex legal, compliance, and regulatory issues related to the County's leave policies; and drafting, reviewing, and revising County Ordinances, Board letters and other materials relating to Leave policy. Incumbents in the class of Senior Analyst, CEO provide professional staff support in the planning, coordination, direction, and control of specialized County functions such as the County budget, finance, operations, employee relations, and compensation policy. In contrast, incumbents in the class of Principal Analyst, CEO provide supervision to a team of analysts or serve in a lead, project manager, or consultant role in fields such as the County budget, finance, operations, employee relations, or classification and compensation policy. The duties and responsibilities of the subject position meet the classification criteria for Principal Analyst, CEO. Therefore, we recommend upward reallocation to Principal Analyst, CEO.

The subject Student Professional Worker I position is assigned to the Public Affairs Division within the Countywide Communications Branch. Duties of the position include compiling and distributing daily headlines; posting agendas and other documents; responding to public inquiries via phone, email, and web chat; and providing support for events. Incumbents in the class of Student Professional Worker I perform sub-professional duties in a specific field or service area while enrolled as a student in an accredited college or university. In contrast, incumbents in the class Program Aid II, CEO provide highly specialized support services, under general supervision, to analyst staff in the CEO. The duties and responsibilities of the subject position meet the classification criteria for Program Aid II, CEO. Therefore, we recommend upward reallocation to Program Aid II, CEO.

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT B

HEALTH SERVICES – AMBULATORY CARE NETWORK

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Supervising Clinical Laboratory Scientist I Item No. 4903A NMXO 108C Represented	1	Supervising Clinical Laboratory Scientist II Item No. 4904A NMXO 111K Represented

The subject Supervising Clinical Laboratory Scientist I position reports to a Regional Director, Clinical Laboratory and is assigned to direct, plan, evaluate, and coordinate the operations of three separate and distinct health centers' laboratory services. Specific duties include arranging work schedules, reviewing staff performance, and handling disciplinary actions; establishing and adjusting lab procedures as needed, preparing, and managing lab-related documentation and organizing laboratory activities; ensuring laboratory personnel comply with all laboratory rules and regulations; and establishing quality standards, and supervising quality control.

The duties and responsibilities of the subject position meet the classification criteria for Supervising Clinical Laboratory Scientist II, as the position's primary responsibilities include exercising technical and administrative supervision to two or more clinical laboratory units and for ensuring proper implementation of established programs and procedures in all units and on all shifts by coordinating the scheduling of staff; and inspecting operations and correcting deficiencies that are found. Therefore, we recommend upward reallocation to Supervising Clinical Laboratory Scientist II.

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT B

HEALTH SERVICES – LAC+USC MEDICAL CENTER

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Information Technology Manager II Item No. 2571A N23 S12 Non-Represented	1	Information Technology Manager III Item No. 2574A N23 S13 Non-Represented

The subject Information Technology Manager II position is assigned to the LAC+USC Medical Center and reports to the Departmental Chief Information Officer II. The subject position serves as Director of Infrastructure and Technical Operations and heads the Enterprise Infrastructure & Operations (EI&O) Division. EI&O is comprised of the Program, Development & Interfaces, Network Systems, and Enterprise Help Desk Sections. These sections include units and functions of Server Engineering, Data Center Operations, Desktop Support, Asset Management, Telephone Operations, Medical Library, Medical Photography, and Technology Operations.

Specific duties include planning, supervising, and overseeing the delivery of technical support for new and existing clinical and business systems, as well as overseeing security patching to ensure that all IT security policies are up to date, deployed, revised, and maintained. The clinical and business systems include Electronic Medical Record system, ASTER, ORCHID, Telehealth, Revenue Cycle Only, CACTUS, Active Directory, Virtual Desktop Infrastructure, and all ancillary systems that interface with them. The studied position directs the activities of a large information systems division, and manages multiple sections with oversight for highly technical specialties, as well as supervising two (2) Information Technology Manager Is.

The duties and responsibilities of the subject position meet the classification criteria for Information Technology Manager III. Therefore, we recommend upward reallocation to Information Technology Manager III.

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT B

INTERNAL SERVICES DEPARTMENT

No of Pos.	Present Classification	No of Pos.	Classification Findings
6	Custodian Item No. 6774A NMO 70D Represented	6	County Career Transition Program Intern - Administration Item No. 8270A NMO 84B Non-Represented
4	Student Professional Worker, Information Technology Item No. 2482F FH Non-Represented	4	County Career Transition Program Intern – Information Technology Item No. 8271A NMO 82J Non-Represented
1	Supervising Accounting Systems Technician Item No. 0669A NMO 107J Non-Represented	1	Administrative Services Manager II Item No. 1003A NMO 106L Non-Represented

The six (6) subject Custodian positions currently report to Custodian Supervisors and will report to an Administrative Services Manager I, the coordinator for the County Career Transition Program, following the reclassifications. Duties of the positions include analyzing and making recommendations regarding work procedures and space allocation; preparing reports and projections of workload and staffing for the unit manager; and evaluating and resolving procurement matters.

Incumbents in the class of County Career Transition Program Intern - Administration participate in the County Career Transition Program, and under the close supervision of a higher-level supervisor or manager, perform a wide variety of departmental administrative studies, analytical, technical, and/or confidential and sensitive assignments in core functional areas of human resources, finance, program development, contract development, and administration. The duties and responsibilities of the subject position meet the classification criteria for County Career Transition Program Intern - Administration. Therefore, we recommend the upward reallocation of the six (6) subject positions to County Career Transition Program Intern - Administration.

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT B

INTERNAL SERVICES DEPARTMENT (Continued)

The four (4) subject Student Professional Worker, Information Technology positions currently report to Information Technology (IT) supervisors and will report to an Administrative Services Manager I, the coordinator for the County Career Transition Program, following the reclassifications. The County Career Transition Program is located within the Human Resources Division of ISD. However, these positions will be provided technical training and mentorship from an IT professional. Duties of the positions include providing support to professional information technology staff by performing routine systems testing; providing support to systems customers and departmental staff for IT issues by documenting and tracking user problem calls; and assisting in the installation, configuration, maintenance, and troubleshooting of information technology devices.

Incumbents in the class of County Career Transition Program Intern – Information Technology participate in the County Career Transition Program, and under the close supervision of a higher-level supervisor or manager, perform a wide variety of information technology assignments in the areas of installation, configuration, testing, troubleshooting, application development and networking. The duties and responsibilities of the subject position meet the classification criteria for County Career Transition Program Intern – Information Technology. Therefore, we recommend the upward reallocation of the four (4) subject positions to County Career Transition Program Intern - Information Technology.

The subject Supervising Accounting Systems Technician position is assigned to the Budget Operations Section of the Finance Division and reports to a Section Manager, Administration, ISD. Duties of the position include supervising budget analysts; overseeing the annual budget preparation for the Information Technology Service (ITS) and providing budget and fiscal support to ITS for the operating budget; overseeing the preparation of Estimated Actuals; and supervising staff performing reviews and approvals of budget requests and purchases, and ensuring costs are correctly categorized in the electronic Countywide Accounting and Purchasing System (eCAPS). The duties and responsibilities of the subject position meet the classification criteria for Administrative Services Manager II. Positions allocated to this class may supervise a unit of analysts and technical staff engaged in analyzing and recommending solutions for problems of organization, budget, and systems and procedures. Therefore, we recommend the lateral reallocation of the subject position to an Administrative Services Manager II.

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT B

MEDICAL EXAMINER-CORONER

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Management Analyst Item No. 1848A NMO 97A Non-Represented	1	Administrative Services Manager I Item No. 1002A NMO 103L Non-Represented

The subject Management Analyst position will independently oversee Return-to-Work's (RTW) caseload, handle accommodations and leave management activities for the department. The subject position will report to the Departmental Human Resources Manager I, perform a full range of difficult to complex assignments within human resources, and serve as the lead in the RTW, Family Medical Leave Act, and workers' compensation area, with responsibility for analyzing, processing, and maintaining the department's RTW unit's entire caseload. The duties and responsibilities of the subject position meet the classification criteria for Administrative Services Manager I. Therefore, we recommend upward reallocation to Administrative Services Manager I.

SHERIFF – DETECTIVE SERVICES

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Transcriber Typist Item No. 2201A N2MVO 76H Represented	1	Intermediate Typist-Clerk Item No. 2214A NMVO 74B Represented

The subject Transcriber Typist position assists with the processing and tracking of Public Records Act (PRA) requests. Duties include receiving PRA requests from various requestors; logging all requests from date of receipt through distribution; pulling physical files for staff to review in response to PRA requests; photocopying redacted documents; and preparing the template letters and distributing the requests. In addition, the subject position performs clerical support functions which include answering telephone calls and inquiries. The duties and responsibilities of the subject position meet the classification criteria for Intermediate Typist-Clerk. Therefore, we recommend downward reallocation to Intermediate Typist-Clerk.

ANALYSIS

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

- Adding and establishing the salary for one employee classification;
- Changing the title and salary of one non-represented classification;
- Adding, deleting, and/or changing certain employee classifications and number of ordinance positions in the departments of Auditor-Controller, Chief Executive Officer, Health Services, Internal Services, Medical Examiner-Coroner, and Sheriff.

DAWYN R. HARRISON
County Counsel

By:
RICHARD D. BLOOM
Principal Deputy County Counsel
Labor & Employment Division

ORDINANCE NO. _____

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

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

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

ITEM NO.	TITLE	EFFECTIVE DATE	SALARY OR SALARY SCHEDULE AND LEVEL	
<u>5773</u>	<u>MEDICAL DOSIMETRIST</u>	<u> *</u>	<u>120H</u>	<u>N3MO</u>
		<u>10/01/2023</u>	<u>121K</u>	<u>N3MO</u>
		<u>10/01/2024</u>	<u>123A</u>	<u>N3MO</u>

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

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

and Level) is hereby amended to change the title and salary of the following class:

ITEM NO.	TITLE	EFFECTIVE DATE	SALARY OR SALARY SCHEDULE AND LEVEL	
1847	<u>SR EMPLOYEE SERVICES REP, SHERIFF EMPLOYEE SERVICES REPRESENTATIVE</u>	01/01/2021	101A	NMO
		10/01/2022	103A	NMO
		10/01/2023	104C	NMO
		10/01/2024	<u>105E</u>	<u>NMO</u>
			103L	NMO
		<u>10/01/2023</u>	<u>105B</u>	<u>NMO</u>
		<u>10/01/2024</u>	<u>106D</u>	<u>NMO</u>

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

SECTION 3. Section 6.40.010 (Auditor-Controller) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
9087A	3 <u>4</u>	CHILDREN SERVICES ADMINISTRATOR II
0712A	25 <u>24</u>	PROGRAM SPECIALIST I, AUDITOR-CONT

SECTION 4. Section 6.50.010 (Department of the Chief Executive Officer) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0830A	409 <u>110</u>	PRINCIPAL ANALYST,CEO
0824A	6 <u>7</u>	PROGRAM AID II,CEO
0829A	74 <u>73</u>	SENIOR ANALYST,CEO
8243F	40 <u>9</u>	STUDENT PROFESSIONAL WORKER I

SECTION 5. Section 6.52.010 (Department of Medical Examiner-Coroner) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1848A	4	MANAGEMENT ANALYST

SECTION 6. Section 6.52.010 (Department of Medical Examiner-Coroner) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1002A	2 <u>3</u>	ADMINISTRATIVE SERVICES MANAGER I

SECTION 7. Section 6.78.060 (Department of Health Services – LAC+USC

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

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2571A	2 <u>1</u>	INFORMATION TECHNOLOGY MANAGER II
2574A	4 <u>2</u>	INFORMATION TECHNOLOGY MANAGER III

SECTION 8. Section 6.78.090 (Department of Health Services – Ambulatory Care Network) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
4903A	2 <u>1</u>	SUPVG CLINICAL LAB SCIENTIST I
4904A	2 <u>3</u>	SUPVG CLINICAL LAB SCIENTIST II

SECTION 9. Section 6.81.010 (Internal Services Department) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0669A	4	SUPVG ACCOUNTING SYSTEMS TECHNICIAN

SECTION 10. Section 6.81.010 (Internal Services Department) is hereby amended

to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>8270A</u>	<u>6</u>	<u>COUNTY CAREER TRANS PROG INTERN-ADMIN</u>
<u>8271A</u>	<u>4</u>	<u>COUNTY CAREER TRANS PROG INTERN-IT</u>

SECTION 11. Section 6.81.010 (Internal Services Department) is hereby amended

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

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1003A	43 <u>44</u>	ADMINISTRATIVE SERVICES MANAGER II
6774A	120 <u>114</u>	CUSTODIAN
2482F	9 <u>5</u>	STUDENT PROF WORKER,INFO TECH

SECTION 12. Section 6.120.010 (Sheriff Department – Administration) is hereby

amended to change the title of the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1847A	12	SR EMPLOYEE SERVICES REP, SHERIFF <u>EMPLOYEE SERVICES REPRESENTATIVE</u>

SECTION 13. Section 6.120.013 (Sheriff Department – Detective Services) is

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

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2214A	23 <u>24</u>	INTERMEDIATE TYPIST-CLERK
2201A	5 <u>4</u>	TRANSCRIBER TYPIST

SECTION 14. Pursuant to Government Code Section 25123(f), this ordinance shall take effect immediately upon final passage.

[GENRECLASSAUG23ASCEO]

DRAFT



MEDICAL DOSIMETRIST

Class Code:
5773

COUNTY OF LOS ANGELES
Established Date: XXXX
Revision Date: XXXX

DEFINITION/STANDARDS:

DEFINITION:

Develops and implements radiation treatment plans using computer and/or manual computations to deliver the prescribed radiation dose and field placement technique in accordance with the radiation oncologist's prescription.

CLASSIFICATION STANDARDS:

Positions allocable to this class are assigned to the radiation therapy section in a hospital, and typically work under the direction of a physician. Positions are responsible for generating radiation treatment plans, developing radiation dose calculations, and the development of optimum arrangement of radiation fields and exposures to treat patients. Positions serves as a member of the radiation oncology team with knowledge of the overall characteristics and clinical relevance of radiation oncology in the management of cancer or other radio-responsive conditions with special expertise in radiation therapy treatment planning.

EXAMPLES OF DUTIES:

Designs treatment plans by means of computer and/or manual computation with optimal beam geometry to deliver a prescribed radiation doses and spare critical structures in accordance with the radiation oncologist's prescriptions.

Identifies and contours normal and dose-limiting structures by utilizing images from one or more data sets.

Creates and transfers reference images and localization markers for portal verification and treatment delivery to include digitally reconstructed radiography (DRRs), cone beam computed tomography (CBCTs) and other image guided radiation therapy (IGRT) methods, as specified.

Performs simulations and tumor localization using specified imaging devices including, but not limited to computed tomography (CT), Magnetic Resonance Imaging (MRI), and positron emission tomography (PET).

Makes compensation filters, custom shields, wedges, and other beam modifying devices.

Plans and implements the production of molds, casts, and other immobilization devices.

Communicates with the radiation therapist(s) and assume an advisory role in the implementation of the treatment plan including: the correct use of immobilization devices, compensators, wedges, field arrangement, and other treatment or imaging parameters.

Performs calculations for the accurate delivery of the prescribed dose, documents all pertinent information in the patient record, and verify the mathematical accuracy of all calculations by an approved method.

Assists and supports the radiation oncology team in radiation safety and protection, qualitative machine calibrations, quality assurance of treatment plans and radiation oncology equipment.

Operates and performs quality assurance, under the direction of the Medical Physicist, on the treatment planning computer(s).

Applies specific methods of patient and/or beam dosimetry as directed by the Medical Physicist.

Assists in brachytherapy procedures by performing treatment planning and dose calculations. May perform or assist in the receiving, loading, and shipping of radioactive materials.

Utilizes radiation monitoring devices to measure radioactivity and perform assays.

Teaches applied aspects of medical dosimetry to students, radiation therapists and residents.

REQUIREMENTS:

MINIMUM REQUIREMENTS:

TRAINING AND EXPERIENCE:

LICENSE:

Certification as a Medical Dosimetrist issued by Medical Dosimetrist Certification Board State of California, Department of Health Services.

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

PHYSICAL CLASS:

2 - Light.

OTHER REQUIREMENTS:

SPECIALTY REQUIREMENTS:

COMMENTS

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	7/19/2023	
BOARD MEETING DATE	8/8/2023	
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)	Public Works	
SUBJECT	South El Monte Assessor's Office Refurbishment Project	
PROGRAM	Chief Executive Office Capital Program and County Assessor's Office	
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:	
DEADLINES/ TIME CONSTRAINTS	The Job Order Contract for Year 1 of Best Value expires in November 2023. As such, the work order needs to be issued to allow three months for completion of Phase 1, after which Phase 2 will commence.	
COST & FUNDING	Total cost: \$8,900,000	Funding source: South El Monte Assessor's Office Acquisition and Refurbishment Project, Capital Project No. 87587.
	TERMS (if applicable): N/A	
	Explanation: N/A	
PURPOSE OF REQUEST	The proposed project will remodel and refurbish the existing office building to improve the functionality, suitability, and cost-efficiency of the Assessor's Office's current and future use.	
BACKGROUND (Include internal/external issues that may exist including any related motions)	The South El Monte Assessor's Office Refurbishment Project is located at 1198 Durfee Avenue, South El Monte, CA 91733. The building was built in 2001 and consists of a parking garage podium with approximately 10,700-square-foot office building on the upper level. On March 19, 2019, the Board approved the purchase of the property and established the South El Monte Assessor's Office Acquisition and Refurbishment Project. On June 4, 2019, the Board approved an appropriation adjustment to fund the design of the refurbishments. Public Works has utilized a Board-approved on-call Architect/Engineer consultant to complete the design of the project and is now seeking the Board's approval to construct the project using a Board-approved Job Order Contract.	
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: The Assessor's Office will move some Assessor function from the Hall of Administration to the East District Annex Office to further balance the quality of services to the public in the East District.	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority No. 7: Sustainability. The project will support this Board priority by having a workplace closer to the worker's place of residence.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Vincent Yu, Deputy Director, (626) 458-4010, cell (626) 614-7217, vyu@pw.lacounty.gov	

South El Monte Assessor's Office Refurbishment Project Site



1198 Durfee Avenue, South El Monte, CA 91733



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

August 8, 2023

IN REPLY PLEASE
REFER TO FILE:

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

Dear Supervisors:

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
SOUTH EL MONTE ASSESSOR'S OFFICE REFURBISHMENT PROJECT
APPROVE PROJECT, SCOPE, AND BUDGET
APPROVE USE OF JOB ORDER CONTRACT
SPECS. 7659; CAPITAL PROJECT NO. 87587
(FISCAL YEAR 2023-24)
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval for the proposed South El Monte Assessor's Office Refurbishment Project and authorization to deliver the project using Board-approved Job Order Contracts.

IT IS RECOMMENDED THAT THE BOARD:

1. Find the South El Monte Assessor's Office Refurbishment Project exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Approve the proposed South El Monte Assessor's Office Refurbishment Project, Capital Project No. 87587, with a total project budget of \$8,900,000.

3. Adopt the plans and specifications that are on file with Public Works for the South El Monte Assessor's Office Refurbishment, Capital Project No. 87587.
4. Authorize the Director of Public Works or his designee to deliver the proposed project using Board-approved Job Order Contracts.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find the South El Monte Assessor's Office Refurbishment Project exempt from the California Environmental Quality Act (CEQA); approve the project and project budget; and authorize Public Works to deliver the proposed project using Board-approved Job Order Contracts (JOCs).

The South El Monte Assessor's Office Refurbishment Project is located at 1198 Durfee Avenue, South El Monte, CA 91733. The building was built in 2001 and consists of a parking garage podium with an approximately 10,700-square-foot office building on the upper level. On March 19, 2019, the Board approved the purchase of the property and established the South El Monte Assessor's Office Acquisition and Refurbishment Project, Capital Project (CP) No. 70030, to fund the acquisition of the property not-to-exceed \$11,084,100 and up to \$1,000,000 to initiate design and planning efforts.

On June 4, 2019, the Board established the South El Monte Assessor's Office Refurbishment Project, CP No. 87587, and approved an appropriation adjustment to transfer \$1,000,000 in net County cost from South El Monte Assessor's Office Acquisition and Refurbishment Project, CP No. 70030, to South El Monte Assessor's Office Refurbishment, CP No. 87587, to fund the design of the refurbishments.

Public Works has utilized a Board-approved on-call Architect/Engineer consultant to complete the design of the project and is now seeking the Board's approval to construct the project using Board-approved JOCs. The JOC Scope of Work for the project includes remodeling the office spaces with an open plan design; repairing and upgrading the building's electrical, low-voltage, mechanical, plumbing, fire alarm, and sprinkler systems; the building's structural components, roofing, and exterior finishes; and the existing restrooms and parking spaces for Americans with Disabilities Act compliance. In addition, a new all-gender restroom will be added.

The Assessor's Office will utilize the project budget to procure and install furniture, fixtures, and equipment (FF&E) for the open office, private offices, conference rooms, breakrooms, and other rooms in the office.

Construction of the tenant improvements is anticipated to begin in September 2023 and is scheduled to be substantially completed by September 2024.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, Objective III.3.2, Manage and Maximize County Assets, which improve the Assessor's Office by moving some Assessor functions from the Hall of Administration to the East District Annex Office, thereby maximizing the effectiveness of their operations that will further support their continued timely delivery of customer-oriented and efficient public services, particularly in the area of assessing the public's property values.

FISCAL IMPACT/FINANCING

The total cost of the proposed project is estimated at \$8,900,000, which includes design, plans and specifications, construction, change order contingency, consultant services, permit fees, tenant improvements, FF&E, low voltage systems, and County services (see Enclosure).

Sufficient appropriation, which was fully funded using Assessor's Office departmental savings, is available in the South El Monte Assessor's Office Acquisition and Refurbishment Project, CP No. 87587, to fully fund the project.

Operating Budget Impact

Following the completion of the project, the Assessor's Office does not anticipate any one-time start-up cost. The Assessor's Office will fund the operational costs for their facility with existing budgetary resources from its Operating Budget.

The acquisition of the properties resulted in the elimination of the monthly rental costs of \$83,120 (\$75,620 for 1190 Durfee Avenue and \$7,500 for 1198 Durfee Avenue).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The project will be constructed by a Best Value JOC that was previously approved by the Board. It contains a standard construction contract in a form previously reviewed and approved by County Counsel and contains terms and conditions supporting the Board's ordinances, policies, and programs, including, but not limited to, County's Greater Avenues for Independence and General Relief Opportunities for Work Programs, Contract Language to Assist in Placement of Displaced County Workers, and Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015). The plans and specifications include the contractual provisions and material requirements necessary for the proposed project and are on file with Public Works' Business Relations and Contracts Division, 900 South Fremont Avenue, 8th Floor, Alhambra, CA 91803-1331.

The Assessor's Office will work with the Internal Services Department as the County's purchasing agent to process a Purchase Order through a master vendor agreement for the office furniture procurement and installation.

The Internal Services Department will manage the design of the upgraded low voltage, information technology, and telecommunication systems and will carry out the installation through a Telecommunication Service Master Agreement.

In accordance with the Board's Civic Art Policy, adopted on December 7, 2004, and last amended on August 4, 2020, the project budget includes one percent of eligible design and construction costs to be allocated to the Civic Art Fund.

The JOCs are subject to the Board Policy 5.270, Countywide Local and Targeted Worker Hiring.

ENVIRONMENTAL DOCUMENTATION

On March 19, 2019, the Board approved the purchase of the property and authorized the Chief Executive Office to proceed with the design to refurbish the existing office building. These actions found the proposed project exempt from CEQA. With the design documents now completed, the project remains categorically exempt from CEQA. It consists of repairs and remodeling of an existing office building. The project is within certain classes of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in State CEQA Guidelines Sections 15301 (a) and (d); 15302 (c); and 15303 (e); and Classes 1 (c), (d), and (e); 2 (e); and 3 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The project provides for the repair, refurbishment, replacement, and minor alterations of existing facilities involving negligible or no expansion of existing use and where replacement features will have the same purpose and capacity.

Additionally, the project will comply with all applicable regulations and is not located in a sensitive environment. There are 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.

Upon the Board's approval of the recommended actions, Public Works will file a Notice of Exemption with the Registrar-Recorder/County Clerk in accordance with Section 21152 of the California Public Resources Code and will post the Notice of Exemption to the County's website pursuant to Section 21092.2.

CONTRACTING PROCESS

Public Works utilized a Board-approved, on-call consultant to prepare the design and is requesting Board authorization to carry out the construction using Board-approved JOCs.

The project scope includes substantial remodeling, alteration, and refurbishment work, and Public Works has made the determination that the use of a JOC is the most appropriate contracting method to deliver the project.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current County services during the performance of the recommended actions.

CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Project Management Division II.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:SK:cl

Enclosure

c: Department of Arts and Culture
Assessor's Office
Auditor-Controller
Chief Executive Office (Capital Programs Division)
County Counsel
Executive Office

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
SOUTH EL MONTE ASSESSOR’S OFFICE REFURBISHMENT PROJECT
APPROVE PROJECT SCOPE AND BUDGET
APPROVE USE OF JOB ORDER CONTRACT
SPECS. 7659; CAPITAL PROJECT NO. 87587
(FISCAL YEAR 2023-24)
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

I. PROJECT SCHEDULE

Project Activity	Completion Date
Construction Documents	November 2022*
Jurisdictional Approvals	May 2023*
Job Order Contract Construction	
Substantial Completion	September 2024
Project Acceptance	December 2024

*Indicates a completed activity

II. PROJECT BUDGET

Budget Category	Budget
Construction	
Best Value Job Order Contract Construction Work	\$5,200,000
Low Voltage Procurement	\$900,000
Assessor’s Furniture, Fixtures, and Equipment Procurement	\$360,000
Civic Arts	\$60,000
Subtotal	\$6,520,000
Plans and Specifications	\$600,000
Consultant Services	\$175,000
Miscellaneous Expenditures	\$15,000
Jurisdictional Reviews	\$110,000
County Services	\$730,000
Contingency	\$750,000
Total	\$8,900,000

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	7/19/2023	
BOARD MEETING DATE	8/8/2023	
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)	Los Angeles County Development Authority (LACDA)	
SUBJECT	APPROVAL TO PURCHASE MICROSOFT VOLUME LICENSING SERVICES WITH CRAYON SOFTWARE EXPERTS, LLC.	
PROGRAM	Information Technology	
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	
DEADLINES/ TIME CONSTRAINTS	The existing contract expires August 31, 2023	
COST & FUNDING	Total cost: \$2,289,927.68	Funding source: Program funds in the LACDA's Fiscal Year 2023-26 operating budgets
	TERMS (if applicable): Three years.	
	Explanation: No impact on the County General Fund. Funding for the contract is included LACDA's Fiscal Year 2023-2024 budget and will be included in future FY budgets. The three-year contract sum is \$2,081,752.44 plus up to \$208,175.24 (10%) in pool dollars for unforeseen costs.	
PURPOSE OF REQUEST	The purpose of this action is to enable the LACDA to receive licenses and software assurance benefits for Microsoft products, with latest Microsoft software, including desktop, laptops and data center.	
BACKGROUND (include internal/external issues that may exist including any related motions)	LACDA requires a new Microsoft agreement to continue software licensing for all its Microsoft products. LACDA is leveraging the same contract that ISD uses from the County of Riverside Microsoft Agreement #8084445, via California County Information Services Directors Association, available to California agencies statewide. The LACDA will utilize the services from Microsoft Corporation via Crayon Software Experts, LLC and execute Microsoft Enterprise Agreement Enrollment Forms with Microsoft Corporation to be included in the contract, as part of the Statement of Work.	
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: Cesar Delgado, Acting IT Manager, (626) 586-1707 Cesar.Delgado@lacda.org	

August 8, 2023

Honorable Board of Commissioners
Los Angeles County Development Authority
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Commissioners:

**CONTRACT FOR MICROSOFT ENTERPRISE VOLUME LICENSING SERVICES
(ALL DISTRICTS) (3 VOTE)**

CIO RECOMMENDATION: (X) APPROVE

SUBJECT

This letter requests approval of a three-year Contract with Crayon Software Experts, LLC (Crayon), to provide Microsoft Enterprise Volume Licensing Services for the Los Angeles County Development Authority's (LACDA).

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Executive Director or his designee to execute, amend, and if necessary, terminate a three-year Contract and all related documents with Crayon for Microsoft Enterprise Volume Licensing Services, in the amount of \$2,081,752.44, plus up to \$208,175.24 (10%) in pool dollars for unforeseen costs; the total maximum Contract sum for all three years will not exceed \$2,289,927.68
2. Find that approval of a Contract for Microsoft Enterprise Volume Licensing Services is not subject to the California Environmental Quality Act (CEQA) because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.
3. Authorize the Executive Director or designee, upon his determination and as necessary and appropriate under terms of the contract, to amend the Contract to add or delete services and utilize pool dollars, and if necessary, to terminate for convenience the Contract with Crayon.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to approve a Contract with Crayon for Microsoft Enterprise Volume Licensing Services, to enable the LACDA to receive licenses and software assurance benefits for Microsoft products.

The LACDA maintains Microsoft licenses to update its software needs for office computers, servers and community learning centers. The benefits of the Contract with Crayon include simplified license and compliance tracking, flexibility to upgrade to newer versions of software products, simplified budgetary planning, and unlimited web support.

The LACDA receives all licenses and rights immediately while being allowed to distribute payments over three years with no interest.

FISCAL IMPACT/FINANCING

There is no impact on the County General Fund. The three-year contract term will include \$2,081,752.44 to continue Microsoft Enterprise Volume Licensing services, and \$208,175.24 in pool dollars for unforeseen costs. The LACDA will use up to \$652,757.96 included in the LACDA's approved Fiscal Year 2023-2024 budget for the first year of the Contract. Funds for years two and three will be included through the LACDA's annual budget approval process. The maximum contract amount for all three years of the Contract will be \$2,289,927.68, including the pool dollars.

Crayon confirm that no California sales or use taxes applies because all products for this purchase will be digitally downloaded.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Contract with Crayon and the Microsoft Enterprise Agreement have been reviewed by County Counsel. The Microsoft Enterprise Agreement is attached as Exhibit A-1 to the LACDA contract with Crayon, and if there is any conflict between the terms and conditions of the LACDA Contract and the terms and conditions of the County of Riverside Contract and Microsoft Enterprise Agreement, the LACDA Contract shall govern.

In compliance with Board Policy 6.020 "Chief Information Office Board Letter Approval", the Office of the Chief Information Officer (OCIO) reviewed the information technology (IT) components of this request and recommends Board authorization of the Contract with Crayon. The OCIO determined it does not constitute a technology-related acquisition of hardware, software, or professional services that would necessitate a formal written CIO Analysis.

ENVIRONMENTAL DOCUMENTATION

The proposed activities are exempt from the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34 (a)(3), because it involves administrative activities that will not have a physical impact on or result in any physical changes to the environment. These activities are not subject to the provisions of CEQA pursuant to State CEQA Guidelines 15060(c)(3) and 15378, because they are not defined as a project under CEQA and do not have the potential for causing a significant effect on the environment.

CONTRACTING PROCESS

The Microsoft Enterprise Agreement will be purchased through Crayon under the County of Riverside Microsoft Agreement #8084445, via California County Information Services Directors Association (CCISDA). The CCISDA Enterprise Agreement was a formal Request for Proposals led by the County of Riverside in October 2019 to offer the lowest prices possible for State and local government customers in California statewide. Microsoft Corporation has only eight (8) selected Licensing Services Provider (LSP) partners who are qualified nationwide who can resell Microsoft Enterprise Volume for US Government licenses. The LACDA requested pricing utilizing the County of Riverside Microsoft Agreement and received four quotes from the approved Microsoft LSPs. Crayon offered the lowest quote and is being recommended for the contract award.

The County of Riverside Microsoft Agreement allows Government 2% pricing off of published reseller cost. The County of Los Angeles, Internal Service Department also leverages the County of Riverside Microsoft Agreement for all Microsoft software purchases for County Departments. The LACDA Procurement Unit has determined that the request for pricing amongst the County of Riverside Microsoft Agreement LSPs and purchase award process utilized by ISD was the most appropriate procurement process.

IMPACT ON CURRENT SERVICES AND PROJECTS

The Contract for Microsoft Enterprise Volume Licensing Services will improve the efficiency and effectiveness of the LACDA's administrative processes and maximize the return on the LACDA's technology investments.

Respectfully submitted,

Reviewed by:

EMILIO SALAS
Executive Director
Los Angeles County Development Authority

PETER LOO
Acting Chief Information Officer
County of Los Angeles

Honorable Board of Commissioners
August 8, 2023
Page 4

ES:KT:mr

Enclosures



CONTRACT

BY AND BETWEEN

LOS ANGELES COUNTY DEVELOPMENT AUTHORITY

AND

CRAYON SOFTWARE EXPERTS, LLC.

FOR

**MICROSOFT ENTERPRISE VOLUME LICENSING
SERVICES**

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	Exhibit H – Intentionally Omitted	
	Exhibit I – Intentionally Omitted	

CONTRACT BETWEEN
LOS ANGELES COUNTY DEVELOPMENT AUTHORITY
AND
CRAYON SOFTWARE EXPERTS, LLC
FOR
MICROSOFT ENTERPRISE VOLUME LICNESING SERVICES

This Contract and Exhibits made and entered into this 1st day of September, 2023 by and between the Los Angeles County Development Authority, hereinafter referred to as the ("LACDA") and Crayon Software Experts, LLC, hereinafter referred to as the ("Contractor"). The LACDA and Contractor are herein referred to as collectively the ("Parties").

RECITALS

WHEREAS, the LACDA may contract with private businesses for Microsoft Enterprise Volume Licensing services when certain requirements are met;

WHEREAS, the Contractor is a private firm specializing in providing Microsoft Enterprise Volume Licensing services;

WHEREAS, on October 22, 2019, the County of Riverside awarded eight statewide contracts, with Master Agreement No. 8084445 for Microsoft Enterprise Agreement software licenses for Riverside County and surrounding Government Agencies within California.

WHEREAS, on November 8, 2011, the Contractor is an authorized Microsoft reseller County of Riverside Agreement Number 8084445 and has the ability to sell products from Microsoft schedule to government entities.

WHEREAS, on August 8, 2023, the LACDA's Board of Commissioners ("Board") delegated authority for the LACDA's Executive Director, or duly authorized designee (hereinafter jointly referred to as the ("Executive Director")) to execute contracts for Microsoft Enterprise Volume Licensing services;

WHEREAS, the Contractor agrees to comply with, submit to, and abide by all federal, State, and County rules, regulations, policies, procedures of the funding source, governing administration, and fiscal authorities; and all applicable law;

WHEREAS, the Contractor possesses the competence, financial ability, expertise, facilities, and personnel to provide the services contemplated hereunder;

WHEREAS, it is the intent of the Parties hereto to enter into Contract to provide Microsoft Enterprise Volume Licensing services (“Services”), as set forth herein;

WHEREAS, the procurement performed by the County of Riverside was reviewed and in accordance with the LACDA’s procurement policy;

WHEREAS, if there is any conflict between the terms and conditions of this Contract and the terms and conditions of the County of Riverside Contract and Microsoft Enterprise Agreement, this Contract shall govern; and

WHEREAS, the Contractor is willing and able to provide the services described herein, in consideration of the payments under this Contract and under the terms and conditions hereafter set forth.

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

1.0 APPLICABLE DOCUMENTS

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

1.1 Standard Exhibits

- 1.1.1 Exhibit A - Statement of Work
- 1.1.2 Exhibit B - Fee Schedule
- 1.1.3 Exhibit C - LACDA’s Administration
- 1.1.4 Exhibit D - Contractor’s Administration
- 1.1.5 Exhibit E - Required Contract Forms and Certifications
 - Application for Exception and Certification Form for the Jury Service Program

- Compliance with Fair Chance Employment Hiring Practices Certification
- Attestation of Willingness to Consider GAIN/GROW
- Contractor's EEO Certification
- Defaulted Property Tax Reduction Program Certification
- Familiarity with the County Lobbyist Ordinance Certification
- Federal Lobbyist Requirements Certification
- Zero Tolerance Human Trafficking Policy Certification

1.1.6 Exhibit F - Required Contract Provisions

- Contractor Employee Jury Service Ordinance
- Defaulted Property Tax Reduction Program
- IRS Notice 1015 – Earned Income Credit (EIC)
- Lobbyist Ordinance
- Safely Surrendered Baby Law

1.1.7 Exhibit G - Required Forms at the Time of Contract Execution

- Contractor Acknowledgement and Confidentiality Agreement

1.1.8 Exhibit H - Intentionally Omitted

1.1.9 Exhibit I - Intentionally Omitted

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the Parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.1 - Amendments and signed by both Parties.

2.0 DEFINITIONS

2.1 Standard Definitions

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

2.1.1 **Contract:** Agreement executed between the LACDA and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work in Exhibit A.

2.1.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the LACDA to perform or execute the work covered by the Statement of Work in Exhibit A.

3.0 WORK

3.1 Work Requirements

3.1.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in Exhibit A - Statement of Work, attached hereto and incorporated herein by reference.

3.1.2 The Contractor acknowledges that the quality of Service(s) provided under this Contract shall be at least equivalent to that which Contractor provides to all other clients it serves.

3.1.3 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the LACDA.

4.0 TERM OF CONTRACT

4.1 Term

4.1.1 The term of this Contract shall commence on September 1, 2023 and shall remain in full force and effect until August 31, 2026 after execution by the LACDA's Executive Director, or designee, unless

sooner terminated or extended, in whole or in part, as provided in this Contract.

4.1.2 The Contractor shall notify the LACDA's Project Manager when this Contract is within three (3) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the LACDA's Project Manager at the address herein provided in Exhibit C - LACDA's Administration.

5.0 CONTRACT SUM

5.1 Maximum Amount

The Maximum Amount of this Contract shall be Two Million, Two Hundred Eighty-Nine Thousand Nine Hundred Twenty-Seven and 68/100 Dollars (\$2,289,927.68) ("Maximum Amount") for the term of this Contract as set forth in Paragraph 4.1 - Term, above. Any costs incurred to complete this Service in excess of the maximum not-to-exceed cost will be borne by the Contractor.

5.2 Written Approval for Reimbursement

The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the LACDA's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Amount under this Contract. Upon occurrence of this event,

the Contractor shall send written notification to Maryann Robles at the address herein provided in Exhibit C - LACDA's Administration.

5.4 No Payment for Services Provided Following Expiration/Termination of Contract

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

5.5 Invoices and Payments

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

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B - Fee Schedule.

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

5.5.4 The Contractor shall submit the monthly invoices to the LACDA by the 1st calendar day of the month following the month of service.

5.5.5 All invoices under this Contract shall be submitted to the following address: 700 W. Main Street, Alhambra, California 91801.

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

5.6 Intentionally Omitted.

5.7 Intentionally Omitted.

6.0 ADMINISTRATION OF CONTRACT – LACDA

6.1 LACDA's Administration

A listing of all LACDA Administration referenced in the following subparagraphs is designated in Exhibit C - LACDA's Administration. The LACDA shall notify the Contractor in writing of any change in the names or addresses shown.

6.2 LACDA's Project Manager

Responsibilities of the LACDA's Project Manager include:

6.2.1 Ensuring that the objectives of this Contract are met;

6.2.2 Providing direction to the Contractor in the areas relating to LACDA policy, information requirements, and procedural requirements;

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

6.2.4 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project Manager is designated in Exhibit D - Contractor's Administration. The Contractor shall notify the LACDA in writing of any change in the name or address of the Contractor's Project Manager.

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

7.1.3 The Contractor's Project Manager must have five years of experience.

7.2 Approval of Contractor's Staff

The LACDA has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.3 Contractor's Staff Identification

The Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge, which shall be visible when the Contractor or its staff is on LACDA's properties.

7.4 Background and Security Investigations

7.4.1 Each of the Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by the LACDA in LACDA's sole discretion, shall undergo and pass a background investigation to the satisfaction of the LACDA as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of the Contractor's staff passes or fails the background investigation.

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

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

7.4.4 Disqualification of any member of the Contractor's staff pursuant to this Paragraph 7.4 shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

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

7.5.2 The Contractor shall indemnify, defend, and hold harmless the LACDA, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by the LACDA in its sole judgment.

Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the LACDA. Notwithstanding the preceding sentence, the LACDA shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the LACDA with a full and adequate defense, as determined by the LACDA in its sole judgment, the LACDA shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the LACDA in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the LACDA without LACDA's prior written approval.

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

7.5.4 The Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", a copy which is attached in Exhibit E – Required Contract Forms and Certifications.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, term, Maximum Amount, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and Executive Director, or designee.

8.1.2 The LACDA's Board or Executive Director may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The LACDA reserves the right to add

and/or change such provisions as required by the LACDA's Board or Executive Director. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and Executive Director.

- 8.1.3 The Executive Director may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and Executive Director or designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The Contractor shall notify the LACDA of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the LACDA of pending acquisitions/mergers, then it should notify the LACDA of the actual acquisitions/mergers as soon as the law allows and provide to the LACDA the legal framework that restricted it from notifying the LACDA prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the LACDA, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, the LACDA consent shall require a written amendment to the Contract, which is formally approved and executed by the Parties. Any payments by the LACDA to any approved delegate or assignee on any claim under this Contract shall be deductible, at the LACDA's sole discretion, against the claims, which the Contractor may have against the LACDA.

8.2.3 Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the LACDA in accordance with applicable provisions of this Contract.

8.2.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the LACDA's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the LACDA shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by the Contractor.

8.3 Authorization Warranty

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

8.4 Budget Reductions

In the event that the LACDA's Board adopts, in any fiscal year, a LACDA Budget which provides for reductions in the salaries and benefits paid to the majority of the LACDA employees and imposes similar reductions with respect to LACDA Contracts, the LACDA reserves the right to reduce its

payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The LACDA's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 Compliance with Applicable Laws

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

8.6 Compliance with Civil Rights Laws

8.6.1 The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with the Contractor's EEO Certification, a copy which is attached in Exhibit E – Required Contract Forms and Certifications.

8.6.2 The Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or

be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Contract.

8.6.3 The Contractor shall comply with the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.

8.7 Compliance with the County Policy of Equity

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

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

8.8.1 The Contractor acknowledges that the LACDA has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

8.8.2 If a Contractor or member of the Contractor's staff is convicted of a human trafficking offense, the LACDA shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. The LACDA will not be

under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

8.9 Compliance with Fair Chance Employment Practices

The Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, the LACDA may, in its sole discretion, terminate the Contract.

8.10 Compliance with Jury Service Program

8.10.1 Jury Service Program

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

8.10.2 Written Employee Jury Service Policy

A. Unless the Contractor has demonstrated to the LACDA's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any

fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

- B. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the LACDA or a subcontract with a Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more LACDA contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the LACDA, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the LACDA under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the subcontract agreement.
- C. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the LACDA if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the

Contractor shall immediately implement a written policy consistent with the Jury Service Program. The LACDA may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the LACDA's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Jury Service Program.

D. The Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, the LACDA may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future LACDA contracts for a period of time consistent with the seriousness of the breach.

8.11 Conflict of Interest

8.11.1 No LACDA employee whose position with the LACDA enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the LACDA's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the LACDA's approval or ongoing evaluation of such work.

8.11.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall

immediately make full written disclosure of such facts to the LACDA. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be a material breach of this Contract.

8.12 Consideration of Hiring LACDA Employees Targeted for Layoff or Re-Employment List

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

8.13 Consideration of Hiring GAIN-GROW Participants

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

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

8.14 Contractor's Acknowledgement of LACDA's Commitment to the Safely Surrendered Baby Law

8.14.1 The Contractor acknowledges that the LACDA places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the LACDA's policy to encourage all LACDA contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit F – Required Contract Provisions, in a prominent position at the contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at www.babysafela.org.

8.14.2 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit F – Required Contract Provisions, Safely Surrendered Baby Law of this Contract. Additional information is available at www.babysafela.org.

8.15 Intentionally Omitted.

8.16 Contractor Responsibility and Debarment

8.16.1 Responsible Contractor

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

8.16.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the LACDA acquires information concerning the performance of the Contractor on this or other

contracts which indicates that the Contractor is not responsible, the LACDA may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on LACDA contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the LACDA.

8.16.3 Non-Responsible Contractor

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

8.16.4 Contractor Hearing Board

A. If there is evidence that the Contractor may be subject to debarment, the LACDA will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

B. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative

- proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the LACDA shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- C. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- D. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The LACDA may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the LACDA.
- E. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board

will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.16.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of the LACDA Contractors.

8.17 Contractor's Warranty of Adherence to LACDA's Child Support Compliance Program

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

8.17.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the

Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.18 Counterparts and Electronic Signatures

This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Contract. The facsimile, email or other electronically delivered signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

8.19 Damage to LACDA Facilities, Buildings or Grounds

8.19.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to LACDA facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.19.2 If the Contractor fails to make timely repairs, the LACDA may make any necessary repairs. All costs incurred by the LACDA as determined by the LACDA, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.20 Employment Eligibility Verification

8.20.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all

verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.20.2 The Contractor shall indemnify, defend, and hold harmless, the LACDA, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the LACDA or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.21 Intentionally Omitted.

8.22 Facsimile Representations

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

8.23 Fair Labor Standards

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

8.24 Intentionally Omitted.

8.25 Force Majeure

8.25.1 The Parties agree that COVID-19 pandemic is not a force majeure event. Neither Party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.25.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

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

8.26 Governing Law, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes

regarding this Contract and further and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.27 Indemnification

The Contractor shall indemnify, defend and hold harmless the LACDA, County, and its Special Districts, elected and appointed officers, employees, agents and volunteers (“LACDA Indemnitees”) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the LACDA Indemnitees. To the extent that the Contractor or Subcontractor thereof is a ‘design professional’ as defined in Civil Code section 2782.8 (c) the indemnity herein is to be interpreted to incorporate the Civil Code section 2782.8 and in such manner to require the Contractor to indemnify the LACDA Indemnitees to the maximum extent allowable by law, and not to invalidate the Indemnity duties but instead to limit those duties to those allowed by Civil Code section 2782.8 if applicable. Similarly the indemnity duties herein are to be interpreted to be limited in extent as set forth in any other applicable limitations on indemnity including Civil Code section 2782, and 2782.05, such that the indemnity required herein is not nullified, but limited to the maximum allowed under such codes. This method of interpretation of indemnification duties will apply to any and all duties of indemnity found within this contract, such that they will be interpreted to require the indemnification as indicated to the maximum extent allowed under any applicable code, or case law interpretation instead of operating to void such clauses or requirements entirely.

8.28 Independent Contractor Status

8.28.1 This Contract is by and between the LACDA and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the LACDA and the Contractor. The employees and agents of one party shall not be, or be construed to

be, the employees or agents of the other party for any purpose whatsoever.

8.28.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The LACDA shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.28.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the LACDA. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.28.4 The Contractor shall adhere to the provisions stated in subparagraph 7.5 - Confidentiality.

8.29 Liquidated Damages

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

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

- A. Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
- B. Deduct liquidated damages. The Parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The Parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred and 00/100 Dollars (\$100.00) per day per infraction, or as specified in the Performance Requirements Summary ("PRS") Chart, as defined in Appendix B (Statement of Work Exhibits), hereunder, and that the Contractor shall be liable to the LACDA for liquidated damages in said amount. Said amount shall be deducted from the LACDA's payment to the Contractor; and/or
- C. Upon giving five (5) days-notice to the Contractor for failure to correct the deficiencies, the LACDA may correct any and all deficiencies and the total costs incurred by the LACDA for completion of the work by an alternate source, whether it be LACDA forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the LACDA, as determined by the LACDA.

8.29.3 The action noted in sub-paragraph 8.29.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover

the LACDA cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.29.4 This sub-paragraph shall not, in any manner, restrict or limit the LACDA's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.29.2, and shall not, in any manner, restrict or limit the LACDA's right to terminate this Contract as agreed to herein.

8.30 Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the LACDA.

8.31 Nondiscrimination and Affirmative Action

8.31.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.31.2 The Contractor shall certify to, and comply with, the provisions of the Contractor's EEO Certification, a copy which is attached in Exhibit E – Required Contract Forms and Certifications.

8.31.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer,

recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.31.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.31.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.31.6 The Contractor shall allow LACDA representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of Paragraph 8.31 when so requested by the LACDA.

8.31.7 If the LACDA finds that any provisions of this Paragraph 8.31 have been violated, such violation shall constitute a material breach of this Contract upon which the LACDA may terminate or suspend this Contract. While the LACDA reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the LACDA that the Contractor has violated the anti-discrimination provisions of this Contract.

8.31.8 The Parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the LACDA shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.32 Non Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the LACDA and its divisions from acquiring similar, equal or like goods and/or services from other entities or sources.

8.33 Notice of Delays

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

8.34 Notice of Disputes

The Contractor shall bring to the attention of the LACDA's Project Manager any dispute between the LACDA and the Contractor regarding the performance of services as stated in this Contract. If the LACDA's Project Manager is not able to resolve the dispute, the Division Director, or designee shall resolve it.

8.35 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.36 Notices

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

8.37 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the LACDA agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.38 Public Records Act

8.38.1 Any documents submitted by the Contractor; all information obtained in connection with the LACDA's right to audit and inspect the Contractor's documents, books, and accounting records pursuant Section 8.41 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the solicitation used for this Contract, become the exclusive property of the LACDA. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The LACDA shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.39 Publicity

8.39.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor’s need to identify its services and related clients to sustain itself, the LACDA shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- A. The Contractor shall develop all publicity material in a professional manner; and
- B. During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the LACDA without the prior written consent of the LACDA’s Project Manager. The LACDA shall not unreasonably withhold written consent.

8.39.2 The Contractor may, without the prior written consent of the LACDA, indicate in its bids and sales materials that it has been awarded this Contract with the LACDA, provided that the requirements of this Section 8.39 shall apply.

8.40 Quality Assurance Plan

8.40.1 The LACDA or its agent(s) will monitor the Contractor’s performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor’s compliance with all Contract terms and conditions and performance standards.

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

8.40.2 A performance review will be conducted no later than ninety (90) days prior to the end of the first and second years of this Contract to evaluate the performance of the Contractor. Based on the assessment of the performance review, as determined by the LACDA in its sole discretion, written notification will be given to the Contractor whether this Contract will be terminated at the end of the current year or will be continued into the next contract year.

8.41 Record Retention and Inspection/Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the LACDA, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the LACDA during the term of this Contract and for a period of five (5) years thereafter unless the LACDA's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by

the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the LACDA's option, the Contractor shall pay the LACDA for travel, per diem, and other costs incurred by the LACDA to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.41.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the LACDA within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the LACDA shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.41.2 Failure on the part of the Contractor to comply with any of the provisions of this Section 8.41 shall constitute a material breach of this Contract upon which the LACDA may terminate or suspend this Contract.

8.41.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the LACDA conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the LACDA's dollar liability for any such work is less than payments made by the LACDA to the Contractor, then the difference shall be either: a) repaid by the Contractor to the LACDA by cash payment upon demand or b) at the sole option of the LACDA, deducted from any amounts due to the Contractor from the LACDA, whether under this Contract or otherwise. If such audit finds that the LACDA's dollar liability for such work is more than the payments made by the LACDA to the Contractor, then the difference shall be paid to the Contractor by the LACDA by cash payment, provided that in no event shall the

LACDA's maximum obligation for this Contract exceed the funds appropriated by the LACDA for the purpose of this Contract.

8.42 Recycled Bond Paper

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

8.43 Intentionally Omitted.

8.43.1 The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

8.43.2 The parties to this Contract agree to comply with HUD's regulations in 24 CFR Part 75, which implements Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual obligation or other impediment that would prevent them from complying with Part 75 of the regulations.

8.43.3 The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining Contract or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under Section 3, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe Section 3, shall set forth the minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and

location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

8.43.4 The Contractor agrees to include this Section 3 contract language in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 contract language, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

8.43.5 The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 75.

8.43.6 Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

8.44 Subcontracting

8.44.1 The requirements of this Contract may not be subcontracted by the Contractor without the advance approval of the LACDA. Any attempt by the Contractor to subcontract without the prior consent of the LACDA may be deemed a material breach of this Contract.

8.44.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the LACDA's request:

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

- 8.44.3 The Contractor shall indemnify and hold the LACDA harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.
- 8.44.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the LACDA's approval of the Contractor's proposed subcontract.
- 8.44.5 The LACDA's consent to subcontract shall not waive the LACDA's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this LACDA right.
- 8.44.6 The LACDA's Project Manager is authorized to act for and on behalf of the LACDA with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the LACDA, Contractor shall forward a fully executed subcontract to the LACDA for their files.
- 8.44.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the LACDA's consent to subcontract.
- 8.44.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the LACDA from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to the individual identified in Paragraph 8.36 - Notices before any Subcontractor employee may perform any work hereunder.

8.45 Time Off For Voting

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Elections Code Section 14000.

8.46 Validity

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

8.47 Waiver

No waiver by the LACDA of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the LACDA to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.47 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.48 Warranty Against Contingent Fees

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

8.48.2 For breach of this warranty, the LACDA shall have the right to terminate this Contract and, at its sole discretion, deduct from the

Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.49 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

8.49.1 The Contractor acknowledges that LACDA has established a goal of ensuring that all individuals and businesses that benefit financially from the LACDA through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the LACDA and its taxpayers.

8.49.2 Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.50 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.49 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to the LACDA under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which the LACDA may terminate this Contract and/or pursue debarment of the Contractor, pursuant to County Code Chapter 2.206.

9.0 INSURANCE

Without limiting Contractor's indemnification of LACDA Indemnitees, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Section 9 of this Contract. These minimum insurance coverage terms, types and limits (the

“Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The LACDA in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

9.1 Insurance Coverage

9.1.1 Commercial General Liability Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the LACDA, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively "LACDA and its Agents") as an additional insured, with limits of not less than:

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

9.1.2 Intentionally Omitted.

9.1.3 Intentionally Omitted.

9.2 Additional Unique Insurance Coverage

9.2.1 Intentionally Omitted.

9.2.2 Professional Liability/Errors and Omissions

Insurance covering Contractor’s liability arising from or related to this Contract, with limits appropriate to the Contractor’s profession and not less than \$2 million per occurrence or claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement’s expiration, termination or cancellation.

9.2.3 Intentionally Omitted.

9.2.4 Intentionally Omitted.

9.2.5 Technology Professional Liability Errors & Omissions Insurance

Insurance appropriate to the Contractor’s profession and work hereunder for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information

technology services and technology products. Insurance shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Contractor in this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security, coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification; (7) training services relating to computer software or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$10 million per occurrence. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

- a. The Policy shall include, or be endorsed to include, **property damage liability coverage** for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the LACDA in the care, custody, or control of the Contractor. If not covered under the Contractor’s liability policy, such “property” coverage of the LACDA may be endorsed onto the Contractor’s Cyber Liability Policy as covered property as follows:
- b. Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or

destruction of electronic data and/or information “property” of the LACDA that will be in the care, custody, or control of Contractor.

- c. The Insurance obligations under this agreement shall be the greater of (1) all the Insurance coverage and limits carried by or available to the Vendor; or (2) the minimum Insurance requirements shown in this agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the LACDA. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the LACDA requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the LACDA..

9.2.6 Intentionally Omitted.

9.2.7 Intentionally Omitted.

9.3 Certificate of Insurance Coverage:

9.3.1 Certificate(s) of Insurance Coverage ("Certificate") satisfactory to the LACDA, and a copy of an Additional Insured endorsement confirming the LACDA and its Agents (defined below) has been given Insured status under the Contractor’s General Liability policy, shall be delivered to the LACDA at the address shown below and provided prior to commencing services under this Contract.

9.3.2 Renewal Certificates shall be provided to the LACDA not less than ten (10) days prior to Contractor’s policy expiration dates. The LACDA reserves the right to obtain complete, certified copies of any

required Contractor and/or Sub-Contractor insurance policies at any time.

9.3.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract.

9.3.4 Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners ("NAIC") identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any LACDA required endorsement forms.

9.3.5 Neither the LACDA's failure to obtain, nor the LACDA's receipt of, or failure to object to a non-complying Certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

Los Angeles County Development Authority
Administrative Services Division/Procurement Unit
700 W. Main Street, Alhambra, CA 91801
Attention: Maryann Robles, IT Procurement Analyst

9.4 Notices of Injury or Damage or Destruction

The Contractor also shall promptly report to the LACDA any injury or property damage accident or incident, including any injury to a Contractor employee occurring on the LACDA property, and any loss, disappearance, destruction, misuse, or theft of the LACDA property, monies or securities entrusted to the Contractor. The Contractor also shall promptly notify the LACDA of any third party claim or suit filed against the Contractor or any of

its sub-contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against the Contractor and/or LACDA.

9.5 Additional Insured Status and Scope of Coverage

The LACDA and its Agents shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the LACDA. The LACDA and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the LACDA. The full policy limits and scope of protection also shall apply to the LACDA and its Agents as an additional insured, even if they exceed the LACDA's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

9.6 Cancellation of or Change to Maintain Insurance

The Contractor shall provide the LACDA with, or Contractor's insurance policies shall contain a provision that the LACDA 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 LACDA at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the LACDA, upon which the LACDA may suspend or terminate this Contract.

9.7 Failure to Maintain Insurance

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

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

9.8 Contractor's Insurance Shall Be Primary

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

9.9 Insurance Specifics

9.9.1 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against the LACDA under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

9.9.2 Sub-Contractor Insurance Coverage Requirements

The Contractor shall include all Sub-Contractors as insureds under the Contractor's own policies, or shall provide the LACDA with each Sub-Contractor's separate evidence of insurance coverage. The Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the LACDA and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain the LACDA's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

9.9.3 Deductibles and Self-Insured Retentions (SIRs)

The Contractor's policies shall not obligate the LACDA to pay any portion of any Contractor deductible or SIR. The LACDA retains the

right to require the Contractor to reduce or eliminate policy deductibles and SIRs as respects the LACDA, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

9.9.4 Claims Made Coverage

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

9.9.5 Application of Excess Liability Coverage

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

9.9.6 Separation of Insureds

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

9.9.7 Alternative Risk Financing Programs

The LACDA reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The LACDA and its Agents shall be designated as an Additional Covered Party under any approved program.

9.10 LACDA Review and Approval of Insurance Requirements

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

10.0 TERMINATION

10.1 Termination for Convenience

10.1.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the LACDA, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

- A. After receipt of a notice of termination and except as otherwise directed by the LACDA, the Contractor shall:
- B. Stop work under this Contract on the date and to the extent specified in such notice, and
- C. Complete performance of such part of the work as shall not have been terminated by such notice.

10.1.2 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Paragraph 8.41 - Record Retention and Inspection/Audit Settlement.

10.2 Termination for Default

10.2.1 The LACDA may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of the LACDA's Project Manager:

- A. Contractor has materially breached this Contract; or

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

10.2.2 In the event that the LACDA terminates this Contract in whole or in part as provided in sub-paragraph 10.2.1, the LACDA may procure, upon such terms and in such manner as the LACDA may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the LACDA for any and all excess costs incurred by the LACDA, as determined by the LACDA, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

10.2.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 10.2.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the LACDA in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a

Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph 10.2.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

10.2.4 If, after the LACDA has given notice of termination under the provisions of this Paragraph 10.2, it is determined by the LACDA that the Contractor was not in default under the provisions of this Paragraph 10.2, or that the default was excusable under the provisions of sub-paragraph 10.2.3, the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 10.1 - Termination for Convenience.

10.2.5 The rights and remedies of the LACDA provided in this Paragraph 10.2 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

10.3 Termination for Improper Consideration

10.3.1 The LACDA may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any LACDA officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the LACDA shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

10.3.2 The Contractor shall immediately report any attempt by a LACDA officer or employee to solicit such improper consideration. The report shall be made either to the LACDA manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

10.4 Termination for Insolvency

10.4.1 The LACDA may terminate this Contract forthwith in the event of the occurrence of any of the following:

- A. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- B. The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- C. The appointment of a Receiver or Trustee for the Contractor; or
- D. The execution by the Contractor of a general assignment for the benefit of creditors.

10.4.2 The rights and remedies of the LACDA provided in this Paragraph 10.4 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

10.5 Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each LACDA Lobbyist or LACDA Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any LACDA Lobbyist or

LACDA Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the LACDA may in its sole discretion, immediately terminate or suspend this Contract.

10.6 Termination for Non-Appropriation of Funds

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

11.0 UNIQUE TERMS AND CONDITIONS

11.1 Intentionally Omitted.

11.2 Intentionally Omitted.

11.3 Intentionally Omitted.

11.4 Data Destruction

11.4.1 Contractor(s) and vendor(s) that have maintained, processed, or stored the LACDA data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization. (Available at: <http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88-Rev.%201>)

11.4.2 The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are

geographically located within the LACDA, or external to the LACDA's boundaries. The LACDA must receive within ten (10) business days, a signed document from Contractor(s) and vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

11.4.3 The Vendor shall certify that any LACDA data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology ("NIST") Special Publication SP-800-88, Guidelines for Media Sanitization. The Vendor shall provide the LACDA with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all LACDA data was destroyed and is unusable, unreadable, and/or undecipherable.

11.5 Intentionally Omitted.

11.6 Intentionally Omitted.

11.7 Intentionally Omitted.

11.8 Ownership of Materials, Software and Copyright

11.8.1 The LACDA shall be the sole owner of all right, title and interest, in and to all plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the LACDA all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

11.8.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the

Contractor's working papers prepared under this Contract. LACDA shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

11.8.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the LACDA's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

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

11.8.5 Notwithstanding any other provision of this Contract, the LACDA will not be obligated to the Contractor in any way under Paragraph 11.8 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 11.8.3 or for any disclosure which the LACDA is required to make under any state or federal law or order of court.

11.8.6 All the rights and obligations of this Paragraph 11.8 shall survive the expiration or termination of this Contract.

11.9 Patent, Copyright and Trade Secret Indemnification

11.9.1 The Contractor shall indemnify, hold harmless and defend the LACDA from and against any and all liability, damages, costs, and

expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. The LACDA shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

11.9.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that the LACDA's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that the LACDA's continued use of the system is not materially impeded, shall either:

- A. Procure for the LACDA all rights to continued use of the questioned equipment, part, or software product; or
- B. Replace the questioned equipment, part, or software product with a non-questioned item; or
- C. Modify the questioned equipment, part, or software so that it is free of claims.

11.9.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

11.10 Intentionally Omitted.

11.11 Intentionally Omitted.

[Signatures on the following page]

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EXHIBIT A

STATEMENT OF WORK

STATEMENT OF WORK FOR MICROSOFT ENTERPRISE VOLUME LICENSING SERVICES

1.0 SCOPE OF WORK

The Los Angeles County Development Authority (LACDA) is the County's affordable housing and community development agency. The LACDA helps strengthen neighborhoods, empower families, support local economies, and promote individual achievement. The LACDA maintains many administrative buildings and 68 housing developments that include over 3,229 residential units within the County of Los Angeles.

The LACDA is seeking a Microsoft Large Account Reseller contractor to provide Microsoft Enterprise Volume Licensing services.

2.0 GENERAL REQUIREMENTS

2.1 The Contractor shall be a Microsoft Large Account Reseller for Microsoft

2.2 The Contractor shall be the Microsoft reseller to the LACDA, to provide the LACDA Enterprise Agreement (EA) Enrollment for all products ordered and referenced in Microsoft Enterprise Enrollment Forms (**Attachment 1 of this Exhibit A**). The Agreement structure shall include Enterprise Enrollment.

2.3 The Contractor shall ensure work will be performed by qualified personnel and in line with the industry standards in accordance with this Statement of Work.

3.0 SPECIFIC WORK REQUIREMENTS

3.1 Enrollments

3.1.1 The Contractor shall supply the LACDA with Microsoft Enterprise Agreement enrollment options including the following but not limited to:

- GovEA M365 Enterprise E3
 - All the features included in Microsoft 365 Apps for enterprise and Office 365 E1 plus security and compliance
- GovEA M365 Enterprise E5
 - All the features of Office 365 E3 plus advanced security, analytics, and voice capabilities
- Office 365 Government G3

- All the features of Office 365 Government Community G1 plus Office desktop applications, personalized search and discovery, self-service business intelligence, enterprise management of apps, eDiscovery tools, hosted voicemail with auto-attendant capabilities, and other services.
- Windows Desktop including
 - Windows Enterprise Operating System (OS) Upgrade
 - Windows VDA Plus USL
- Enterprise Products and Enterprise Online Services for Microsoft Desktop Optimization Pack (MDOP)
- Enterprise Mobility Suite from Software Assurance (SA)

3.1.2 The Contractor shall provide the products and services referenced in Exhibit B, Fee Schedule.

3.1.3 The LACDA shall have automatically access to the Microsoft website portal for the latest software and technologies with SA.

3.1.4 The LACDA shall track purchases centrally and manage licenses with online management tools via the Microsoft website portal.

3.1.5 The LACDA shall manage licensing throughout the life of the agreement with the help of a Microsoft Certified Partner or representative.

3.1.6 **Basis Terms**

- The LACDA shall have a three (3) year term and structure period, which will allow the LACDA to take greater flexibility in managing technology expenditures with the option to make three (3) annual payments instead of one up-front payment.
- The LACDA shall true-up, given the flexibility to add cloud services, software, users, and devices to the EA when needed, at pre-agreed terms and pricing, without having to report or order each time. The True-up is an annual inventory of products, services, users and devices added during the year.
- The LACDA shall automatically gain access to new software versions of licensed products as soon as they are released, and for no additional cost through the SA benefits.
- The LACDA shall have Step-ups, to upgrade from a lower- to a higher-level edition at a low cost. Rather than pay full costs for the higher-level software edition, Step-ups allows the LACDA to pay only the pricing difference and still take advantage of enhanced features and technologies with premium editions.

3.2 Enterprise Enrollment

- 3.2.1 The LACDA shall have Enterprise Enrollment which allows to standardize broadly on the latest versions of Office, Windows, and/or Client Access License (CAL) Suites and/or Microsoft 365 (M365), which includes Office 365, Windows 10 Enterprise, and Enterprise Mobility and Security.
- 3.2.2 The LACDA shall receive a range of benefits, including best pricing and terms, user/device or hybrid licensing options, and simplified license management.
- 3.2.3 The LACDA shall have the option to choose to deploy cloud services and/or on-premises software across the LACDA.
- 3.2.4 The LACDA shall have the flexibility to maintain a mix of on-premises and online services to suit user needs, and can move from on-premises licensing to equivalent online services such as the Enterprise Cloud Suite as organization priorities change.
- 3.2.5 The LACDA shall have Enterprise Enrollment products and platforms that include on-premises license for Microsoft's core PC and device products, namely Windows OS. With the EA, Enterprise Products must be licensed on an organization-wide basis and may be ordered as separate products, or in groups of products known as the Enterprise Platform.
- All Windows OS licenses provided under the EA are upgrade licenses. This means the LACDA will need a base Windows OS license on those devices for which the LACDA plans to use a Windows upgrade license. The LACDA can choose to upgrade to Windows Enterprise OS.
 - With either Desktop Platform, the LACDA may add the Microsoft Desktop Optimization Pack (MDOP) to help streamline deployment and device management.
- 3.2.6 **EA Subscription Enrollment**
- The LACDA shall have Subscription Enrollment option to subscribe to, rather than buy, Microsoft product licenses. The LACDA will gain access to Microsoft software only for as long as the LACDA maintains its subscription. If the LACDA decides not to renew, the LACDA will relinquish its rights to run the software, unless it chooses to acquire perpetual licenses through the Enrollment's buy out option.
 - **Cloud Services**
The LACDA may add to the EA using the standard purchasing process, or as in the case of Office 365 and EMS, by moving users from Enterprise Products to comparable Enterprise Online services.

- **Enterprise Online Services**
 - These are services in the Microsoft Product List available via the Microsoft website, <http://www.microsoft.com/licensing/>. These typically fall in line with existing on-premises Enterprise Products so that the two may be thought of as equivalents when satisfying organization-wide licensing commitments and establishing volume pricing levels.
 - With the EA, the LACDA can move select on-premises licenses (Enterprise Products) to comparable cloud services (Enterprise Online Services) over the life of the EA.
 - If at a future date the LACDA wishes to move users back to on-premises software bought through the LACDA's Enterprise Enrollment, the LACDA may do so under the program's guidelines.
- Additional Online Services
 - These are services in the Microsoft Product List, <http://www.microsoft.com/licensing/>.
 - Additional Online Services include an array of cloud platform and services which the LACDA may buy through the Enrollments as needed.

3.3 Software Assurance

3.3.1 The LACDA's SA includes with the EA and provides set of technologies, services, and rights to help deploy, manage, and use Microsoft products efficiently, and SA keeps the LACDA up to date and ready to respond quickly to changes, new challenges, and opportunities.

3.3.2 The LACDA's key advantage of the SA include:

- Rights to new software releases and cost-efficient upgrades to help reduce software and services costs.
- Structured consulting engagements to plan for deployment of new, on-premises and cloud-based IT initiatives and includes the following deployment and management:
 - Planning services
 - Microsoft Desktop Optimization Pack (MDOP)
 - Windows SA per User Add-on
 - Windows Virtual Desktop Access Rights
 - Windows RT Companion VDA Rights
 - Windows To Go Use Rights
 - Windows Roaming Use Rights
 - Windows Thin PC
 - Windows 8.1 Enterprise Sideload
 - Enhanced Edition Benefits Windows/Windows Embedded

- Enterprise Source Licensing Program
- License Mobility Through SA
- Passive Secondary Instance for SQL Server
- Office Multi-Language Pack
- Office Roaming Use Rights
- Access to unique technologies and use rights to help support improved operational efficiency.
- Instructor-led technical training for IT pros and online learning and end-users to boost productivity and includes:
 - Training Vouchers
 - Online E-Learning
 - Home User Program
- Support includes
 - 24x7 Problem Resolution Support
 - Extended Hotfix Support
 - System Center Global Service Monitor
 - Back-up for Disaster Recovery

3.3.3 The LACDA shall need to claim its SA benefits through the Volume Licensing Service Center (VLSC) as referenced in section 3.10.4.

3.3.4 **Software Assurance Credit**

- Credit is applied in terms of a discounted price to the SA under the new order, a Customer (direct model) or Channel (indirect model), Price Sheet from Microsoft is required; furthermore, SA credit is not programmatic.
- Requirements
 - EA Enrollments (perpetual licenses) only
 - Microsoft must pre-approve
 - Must have at least one month of credit
 - Credit is applied for same products/versions only
 - Credit cannot exceed 35 months
 - Only SA is credited; license payments are not prorated
 - No termination of original/initial SA obligations
- How it works
 - Microsoft-generated CPS documents pricing
 - Amendment required for indirect Enterprise Agreement Enrollments
 - Software Assurance prorated monthly based on new SA net price (after discounts if any)
 - All credit is applied to year 1 on a per-product basis
 - Any credit in excess of zero unit price year 1 is applied to year 2 and subsequently to year 3 if applicable

3.4 **Managing EA**

- 3.4.1 The LACDA shall have option to adding cloud services and products throughout the EA term and may adjust Microsoft on-premises software and cloud services licenses in two ways:
- If add new users or devices, the LACDA can equip them with software and cloud services that are already using and then account for these changes at the next agreement anniversary through an annual reconciliation process – True-up.
 - If the LACDA wants new products or cloud services, the LACDA can order these through the Microsoft Reseller at any time during the agreement.
- 3.4.2 The LACDA shall have Software Asset Management (SAM) to control costs and optimize software investment. The Microsoft SAM site provides a SAM optimization kits, links to several SAM self-service tools to assist with deployment discovery and a list of Microsoft Certified SAM Partners whom the LACDA can contact directly, should the LACDA wish to have experts help devise and implement a SAM plan.
- 3.4.3 The LACDA shall track CALs and/or M365 via the Microsoft Assessment Planning (MAP) Toolkit, which features an IT-based Software Usage tracker functionality which provides usage reports for the following server products: Windows Server, Exchange Server, SQL Server, SharePoint Server, and System Center Configuration Manager. The Software Usage Tracker provides the LACDA with a view of the actual server usage, which can be valuable for comparing with the purchased CALs and/or M365, or for True-up and agreement renewal.
- 3.4.4 Product fulfillment through the Volume Licensing Service Center (VLSC)
- Primary location for Microsoft Volume Licensing to view licensing information, download Microsoft software and manage Volume License benefits and subscriptions.
 - Includes a notification area for site alerts, a Volume Licensing news and announcement section, and links to key tasks
 - Helps to manage EA purchases with
 - Licensing Summary – use VLSC to view current and past Microsoft License Statements across programs and agreements.
 - Relationship Summary – includes a reports that shows all Volume Licensing agreements associated to a user’s profile, and can also view further details about

offerings, contacts, licenses, and purchase orders. The Relationship Summary provides a consolidated summary of all Volume Licensing IDs associated with the user's Windows Live ID when accessing VLSC.

- 3.4.5 Downloads – Secure user interface to use VLSC to find the product, based on licensing entitlements.
- 3.4.6 Product Keys
 - Request product keys for the Windows OS.
 - Enables retrieval of volume license keys for all Microsoft licensed products.
 - Access to technical support.
- 3.4.7 SA Benefits Summary
 - View the SA benefits across all agreements associated to a user's profile.
 - Includes the total eligible quantity of benefits across all agreements, benefits that have not yet been used, and benefits that have not yet been activated.
- 3.4.8 Online Services – Access details about Microsoft Online Services subscriptions and how to manage them.
- 3.4.9 Subscriptions – Access details and management tools for Microsoft Developer Network (MSDN) subscriptions.
- 3.4.10 Help – Access information about the VLSC site, an FAX, and contact details for the Support Center.
- 3.4.11 The LACDA can manage Cloud Services by using the following:
 - Microsoft Account for Organizations Portal to administer Office 365, Microsoft Intune, EMS, and Dynamics CRM subscriptions. This consolidated portal allows viewing online services subscriptions license as well as provision and manage individual user accounts and administrative privileges (for example manage domain re-delegation, directory synchronization, and single sign-on).
 - Microsoft Azure Enterprise Portal to manage accounts, configure rules and settings for various Microsoft Azure services, and generate reports.
 - Microsoft System Center to manage both public and private Microsoft cloud implementations. System Center's comprehensive management capabilities enable to monitor and manage the entire IT infrastructure stack from

traditional physical servers, virtualized servers, virtual machines, running workloads, and all the way up to service-based cloud components.

3.4.12 The LACDA shall manage its EA by using SA referenced in Section 3.9.

3.4.13 The LACDA shall manage its EA over its life term to equip additional hardware, devices, or users with software and online services already licensed, and then account for these changes through an annual True-up reconciliation process. Enterprise Subscription Enrollment annual reconciliation process is through an Annual Order, which can have increase or decrease of license subscription counts.

- Once a year, the LACDA will be asked to reconcile EA licenses to account for the total number of licenses added in the previous 12 months.
- An order will be placed (or an Update Statement submitted) that reconciles all the qualified devices, users, and processor units added or used by the LACDA organization over the course of the year.
- Annual reconciliation order (update Statement) is due 30 to 60 days prior to Enrollment anniversary, which helps Microsoft ensure the LACDA is taking advantage of allowable license transitions or license reductions before issuing annual invoice.
- Work with Microsoft Account Representative or Partner to submit renewal order 30 days before agreement term ends in order to avoid losing valuable licensing rights, continuity of cloud services, and other benefits.

3.4.14 The LACDA shall manage its EA by reviewing options for renewing enrollments at the end of the last year enrollment term.

- Option to renew for another cycle.
- Beyond initial agreement, renewal pricing for on-premises software license is based on SA only – a moderate percentage of Enterprise Pricing for on-premises licenses.
- Enterprise Subscription Enrollment differs in that renewal pricing for on-premises software licenses is based on license plus SA .
- Buyout option exists for customer who want to retain perpetual rights to previously licensed on-premises software.

3.5 Resources

- 3.5.1 The LACDA shall have access to online management tools and information via the Microsoft website Volume Licensing Service Center (reference Section 3.10.4) and SA (reference Section 3.9)
- 3.5.2 The LACDA shall have access in buying, renewing, or adding products and services to the EA, by contacting Microsoft Authorized Enterprise Software Advisor (ESA) or Licensing Solutions Provider (LSP).
- 3.5.3 The LACDA as a government organization shall have additional Volume Licensing programs available, which may include additional partner and pricing advantages on the Microsoft Volume Licensing website.
- 3.5.4 The LACDA shall learn more information on the Microsoft website for the following:
- Microsoft Volume Licensing,
 - Microsoft Online Services
 - SA
 - Microsoft Volume Licensing Service Center
 - Payment Solutions

4.0 RESPONSIBILITIES

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

LACDA

4.1 LACDA Contract Administrator

The LACDA will administer the Contract according to the Contract, Paragraph 6, Administration of Contract - LACDA. Specific duties will include:

- 4.1.1 Monitor the Contractor's performance in the daily operation of this Contract.
- 4.1.2 Provide direction to the Contractor in areas relating to policy, information and procedural requirements.
- 4.1.3 Prepare amendments to the Contract in accordance with Section 8.1 (Amendments) in the Contract.

4.2 LACDA Assistance

The LACDA shall provide the Contractor with the following items:

- 4.2.1 Provide project management of tasks and deliverables to the Contractor.
- 4.2.2 Prepare sample logs for the Contractor.
- 4.2.3 Pay the Contractor within 30 days upon receipt of an invoice that has been submitted to the terms and conditions of the contract.
- 4.2.4 Provide direction to the Contractor in areas relating to policy, information and procedural requirements.

Contractor

4.3 Project Manager

- 4.3.1 The Contractor shall provide a qualified full-time Project Manager (also known as the Account Manager, Supervisor, etc.) assigned to the contract with five (5) years of experience, within the last five (5) years to perform the required work in this SOW.
- 4.3.2 The Contractor's Project Manager shall act as a central point of contact with the LACDA and shall have full authority to act for the Contractor on all matters relating to the daily tasks specified in Section 3.0 – Specific Work Requirements in this Statement of Work. Project Manager shall be able to effectively communicate, in English, both orally and in writing.
- 4.3.3 The Contractor shall provide a telephone number where the Project Manager may be reached on a twenty-four (24) hour per day basis. The Project Manager must be available during all hours, 365 days per year.
- 4.3.4 The Contractor shall provide a Microsoft Enterprise contact support number to get 24x7 technical support, planning services, end-user and technical training with SA.

4.4 Assigned Staff

- 4.4.1 The Contractor shall assign a sufficient number of employees with three (3) years of experience, within the last five (5) years to perform the required work in this SOW. At least one employee on site shall be authorized to act for the Contractor in every detail and must speak and understand English.
- 4.4.2 The Contractor shall be required to background check their employees as set forth in Paragraph 7.5, Background and Security Investigations, of the Contract.

4.5 Uniform

The Contractor's employees assigned to the Contract shall wear an appropriate uniform at all times. The uniform must display the Contractor's company name, and will be provided at the Contractor's expense.

4.6 Staff Identification

4.6.1 The Contractor shall ensure their employees are appropriately identified as set forth in sub-paragraph 7.3 – Contractor's Staff Identification, of the Contract.

4.6.2 The Contractor's employees must wear visible identification when working under the Contract on LACDA property. The identification shall be a Contractor photo ID or LACDA Visitor ID. If applicable, the Contractor is responsible for the care and use of a LACDA ID card and will be charged \$20.00 for each damaged or lost LACDA ID card.

4.6.3 The Contractor's employees must sign in and out at the receptionist desk at the beginning and ending of each workday.

4.7 Material and Equipment

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

4.8 Training

The Contractor shall provide training programs for all new employees and continuing in-service training for all employees. All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear, and use PPE according to Cal/OSHA requirements.

4.9 Contractor's Office

The Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, the Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.

4.10 Meetings

The Contractor is required to attend LACDA scheduled meetings as requested by the LACDA. Failure to attend will cause an assessment of fifty dollars (\$50.00).

5.0 HOURS / DAYS OF WORK

The LACDA office hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday. The LACDA offices are closed on the following Holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Cesar E. Chavez Day
- Memorial Day
- Juneteenth Day
- Independence Day
- Labor Day
- Indigenous Peoples' Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

Note: Holidays that fall on a Saturday are observed on the previous Friday and holidays that fall on a Sunday are observed on the following Monday.

6.0 WORK SCHEDULES

The Contractor shall submit for review and approval a work schedule for each facility to the LACDA within ten (10) days prior to starting work. The work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon, and the tasks to be performed.

The Contractor shall submit revised schedules when actual performance differs substantially from planned performance. The revisions shall be submitted to the LACDA for review and approval within five (5) working days prior to scheduled time for work.

7.0 UNSCHEDULED WORK

7.1 The LACDA Project Manager or his designee may authorize the Contractor to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence; or to add to, modify or refurbish existing facilities.

8.0

7.2 Prior to performing any unscheduled work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds the Contractor's estimate, the LACDA Project Director or his designee must approve the excess cost. In any case, no unscheduled work shall commence without written authorization.

- 7.3** When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor shall contact LACDA's Project Director for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. Contractor shall submit an invoice to LACDA's Project Director within five (5) working days after completion of the work.
- 7.4** All unscheduled work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the time allotted.
- 7.5** The LACDA reserves the right to perform unscheduled work itself or assign the work to another Contractor.

8.0 QUALITY CONTROL PLAN

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the LACDA a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the LACDA for review upon request. The plan shall include, but not be limited to the following:

- 8.1** Method of monitoring to ensure that Contract requirements are being met;
- 8.2** A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action,

9.0 QUALITY ASSURANCE PLAN

As specified in Section 8.40 (Quality Assurance Plan) of the Contract, the LACDA will evaluate the Contractor's performance under this Contract and the Plan, specified in 8.0 of this Statement of Work, using the following quality assurance procedures:

9.1 Performance Requirements Summary (Attachment 2 of this Exhibit A)

The LACDA shall use a Performance Requirements Summary (PRS) chart, Attachment 1 of this Exhibit A, to monitor the Contractor's work performance and efforts to remedy any and all deficiencies throughout the term of this Contract. The chart shall contain, at a minimum, the following:

- Each section of the Contract/SOW referenced and identified;
- The standard of performance (description of the work requirement)
- The method to be used to monitor work performance
- The fees/deductions to be assessed for each service that is not satisfactory

All listings of services used in the PRS are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined

in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on the Contractor.

When the Contractor's performance does not conform to the requirements of this Contract, the LACDA will have the option to apply the following non-performance remedies:

- Require the Contractor to implement a formal corrective action plan, subject to approval by the LACDA. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to the Contractor by a computed amount based on the penalty fee(s) in the PRS.
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the LACDA to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the LACDA, shall be credited to the LACDA on the Contractor's future invoice.

This section does not preclude the LACDA's right to terminate the contract upon thirty (30) days written notice with or without cause, as provided for in the Contract, Paragraph 10.1 (Termination for Convenience).

9.2 Periodic Performance Reviews (Attachment 2 of this Exhibit A)

The LACDA will conduct periodic reviews to evaluate the Contractor's performance.

9.3 Contract Deficiency Notice

The LACDA will make verbal notification to the Contractor of a Contract deficiency as soon as the deficiency is identified. The problem should be resolved within a time period mutually agreed upon by the LACDA and the Contractor.

If resolution of the deficiency does not result from the verbal notification, the LACDA will determine whether a formal Contract Deficiency Notice shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the LACDA within five (5) workdays, acknowledging the reported

deficiencies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the LACDA within ten (10) workdays.

9.4 LACDA Observations

In addition to divisional contracting staff, other LACDA personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

10.0 ADDITION/DELETION OF SERVICES

The LACDA reserves the right to add or delete services during the term of the Contract. The Contractor's fees will be adjusted by negotiation between the LACDA and the Contractor. All negotiated fees must be approved in advance and in writing by the LACDA. Failure of the Contractor to obtain advance written approval from the LACDA shall be grounds for no payment and the cost will be borne by the Contractor.

ATTACHMENT 1

MICROSOFT ENTERPRISE AGREEMENT ENROLLMENT FORMS

Program Signature Form

MBA/MBSA number		
Agreement number	8084445	

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Enterprise Enrollment	X20-10635
Product Selection Form	1341316.001_PSF

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)* Los Angeles County Development Authority	
Signature* _____	
Printed First and Last Name*	
Printed Title	
Signature Date*	
Tax ID	

** indicates required field*

Microsoft Affiliate
Microsoft Corporation
Signature _____ Printed First and Last Name Printed Title Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6880 Sierra Center Parkway
 Reno, Nevada 89511
 USA

Enterprise Enrollment

State and Local

Enterprise Enrollment number <i>(Microsoft to complete)</i>		Framework ID <i>(if applicable)</i>	
Previous Enrollment number <i>(Reseller to complete)</i>	87871846		

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to “anniversary date” refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

“Community” means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer’s regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. Adding Products.**
 - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iv) Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1)** For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2)** For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3)** For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
- (vi) True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

- (vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

 - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled “Adding new Products not previously ordered,” then for additional step-up Licenses, by following the true-up order process.
- i. Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

- a. Price Levels.** For both the initial and any renewal term Enrolled Affiliate’s Price Level for all Products ordered under this Enrollment will be Level “D” throughout the term of the Enrollment.
- b. Setting Prices.** Enrolled Affiliate’s prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft’s prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft’s prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate’s Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft’s acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. End of Enrollment term and termination.

- a. General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal.

Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. If Enrolled Affiliate elects not to renew.

(i) Software Assurance. If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) Online Services eligible for an Extended Term. For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) Extended Term. Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month (“Extended Term”) is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) Cancellation during Extended Term. At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) Subscription Licenses and Online Services not eligible for an Extended Term. If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate’s Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the “Termination for cause” section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. Early termination. Any early termination of this Enrollment will be subject to the “Early Termination” Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate’s license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply

to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.



Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

Enrolled Affiliate only

Enrolled Affiliate and all Affiliates

Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: <Choose One>

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)*

Contact name* First Last

Contact email address*

Street address*

City*

State*
Postal code* -
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country*
Phone*
Tax ID

** indicates required fields*

- b. Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Last
Contact email address*
Street address*
City*
State*
Postal code* -
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country*
Phone*

Language preference. Choose the language for notices. English

This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Last
Contact email address*
Phone*

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. Reseller information.** Reseller contact for this Enrollment is:

Reseller company name*
Street address (PO boxes will not be accepted)*
City*
State*
Postal code*
Country*
Contact name*
Phone*
Contact email address*

** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____ Printed name* Printed title* Date*

* indicates required fields

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
 - (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. **Financing elections.**

Is a purchase under this Enrollment being financed through MS Financing? Yes, No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Proposal ID

1341316.001

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:				
Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise	685	900	0.8	User Licenses

Products	Enterprise Quantity
Microsoft 365 Enterprise	
M365 G5 GCC FromSA	685
M365 G5 GCC	215

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	900	900	900	900

Enrolled Affiliate's Price Level:	
Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Notes
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

Note 2: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.

ATTACHMENT 2

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW Section 3.1 Enrollments	100 % Completion of Required Services	Acceptance, Inspection of Reports, Observation	\$50 per occurrence
SOW Section 3.2 Enterprise Enrollment	100 % Completion of Required Services	Acceptance, Inspection of Reports, Observation	\$50 per occurrence
SOW Section 3.3 Software Assurance	100 % Completion of Required Services	Acceptance, Inspection of Reports, Observation	\$50 per occurrence
SOW Section 3.4 Managing EA	100 % Completion of Required Services	Acceptance, Inspection of Reports, Observation	\$50 per occurrence
SOW Section 3.5 Resources	100 % Completion of Required Services	Acceptance, Inspection of Reports, Observation	\$50 per occurrence

ATTACHMENT 2
CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES:

Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY: _____

Signature of LACDA Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

LACDA EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of Contractor Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

LACDA Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

EXHIBIT B

FEE SCHEDULE

EXHIBIT B FEE SCHEDULE

The Contractor shall provide Microsoft Enterprise Volume Licensing commodity and services in accordance with the Exhibit A, Statement of Work), including all referenced exhibits. The Contractor will invoice for the licensing as noted below in Section 1.

Line	Microsoft Part Number	Description	Quantity	Year 1	Year 2	Year 3
1	8ZZ-00001	M365 G5 Security GCC Sub Per User	685	\$356,124.65	\$386,429.05	\$386,429.05
2	AAL-45735	M365 G5 GCC Sub Per User	115	\$65,392.45	\$70,958.45	\$70,958.45
3	AAL-45735	M365 G5 GCC Sub Per User	100*	\$56,863.00	\$61,703.00	\$61,703.00
4	7E7-00001	Project P3 FSA GCC Sub Per User	35	\$8,053.50	\$8,214.85	\$8,214.85
5	NYH-00001	Teams AC w/ Dial Out US/CA GCC Sub Add-on	900	\$0.00	\$0.00	\$0.00
6	P3U-00001	Visio P2 GCC Sub Per User	60	\$8,118.60	\$8,281.20	\$8,281.20
7	7NQ-00292	SQL Server Standard Core ALng SA 2L	10	\$6,401.40	\$4,570.65	\$4,570.65
8	7JQ-00343	SQL Server Enterprise Core ALng SA 2L	20	\$49,089.00	\$50,070.80	\$50,070.80
9	77D-00111	Visual Studio Pro MSDN ALng SA	11	\$3,352.36	\$3,419.35	\$3,419.35
10	6VC-01253	Win Remote Desktop Svcs CAL ALng SA DCAL	50	\$977.00	\$996.50	\$996.50
11	9EA-00278	Win Server DC Core ALng SA 2L	168	\$20,989.92	\$21,409.92	\$21,409.92
12	9EM-00270	Win Server Standard Core ALng SA 2L	56	\$1,074.08	\$1,095.36	\$1,095.36
13	8ZZ-00001	M365 G5 Security GCC Sub Per User	787	\$0.00	\$0.00	\$0.00
14		Microsoft Unified Support**		\$76,322.00	\$89,608.09	\$105,088.13
15		Total		\$652,757.96	\$706,757.22	\$722,237.26
16		Total Years 1-3				\$2,081,752.44

*Quantity 100 in queue for additional funding of staff to be hired.

**These are Azure consumption items that are not fixed but rather vary due to a variety of factors in the Azure environment. We can provide LACDA with estimates of these but not firm fixed pricing valid for an annual or a 3-year period. Also please note that in order for LACDA to consume Azure you will require an Azure provisioning SKU or a prepay Monetary Commit or a separate Azure enrollment of some kind.

SECTION 2

In Section 2, the LACDA includes the pool of dollars ("Pool Dollars") available under this Agreement Exhibit B, Fee Schedule, for the purchase of additional commodity and services for ongoing support, upgrades, unrelated to the scope

of services of 208,175.24, at the discretion of the LACDA, using the LACDA Contract Amendment under Paragraph 8.1 (Amendments). The total amount of available Pool Dollars shall be decreased by each Amendment under Paragraph 8.1 (Amendments) and may only be increased by executing an Amendment in accordance with Paragraph 8.1 (Amendments), for the Maximum Amount of this Contract shall be 2,289,927.68 ("Maximum Amount") for the term of this Contract, including Pool Dollars.

EXHIBIT C

LACDA'S ADMINISTRATION

LACDA'S ADMINISTRATION

SERVICES: Microsoft Enterprise Volume Licensing

LACDA PROJECT DIRECTOR:

Name: Kathy Thomas
Title: Chief of Operations
Address: 700 W. Main Street, Alhambra, CA 91801
Telephone: (626)586-1844
E-Mail Address: Kathy.Thomas@lacda.org

LACDA PROJECT MANAGER:

Name: Douglas Van Gelder
Title: Information Technology Manager
Address: 700 W. Main Street, Alhambra, CA 91801
Telephone: (626)586-1727
E-Mail Address: Douglas.VanGelder@lacda.org

LACDA CONTRACT ADMINISTRATOR:

Name: Maryann Raygoza-Robles
Title: Information Technology Procurement Analyst
Address: 700 W. Main Street, Alhambra, CA 91801
Telephone: (626)586-1725
E-Mail Address: Maryann.Robles@lacda.org

LACDA ADMINISTRATOR:

Name: Cesar Delgado
Title: Information Technology Infrastructure Supervisor
Address: 700 W. Main Street, Alhambra, CA 91801
Telephone: (626)586-1707
E-Mail Address: Cesar.Delgado@lacda.org

LACDA ADMINISTRATOR:

Name: Mikhail Gusarev
Title: Information Technology Network Administrator

Address: 700 W. Main Street, Alhambra, CA 91801
Telephone: (626)586-1710
E-Mail Address: Mikhail.Gusarev@lacda.org

LACDA ADMINISTRATOR:

Name: Steve Lo
Title: Information Technology e-Services Supervisor
Address: 700 W. Main Street, Alhambra, CA 91801
Telephone: (626)586-1715
E-Mail Address: Steve.Lo@lacda.org

EXHIBIT D

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Crayon Software Experts, LLC

SERVICES: Microsoft Enterprise Volume Licensing

CONTRACTOR'S PROJECT MANAGER

Name: Eric Stout

Title: Client Director, SLED

Address: 12221 Merit Dr, Suite 1400, Dallas, TX 75251

Telephone: 310-600-3480 Facsimile: _____

E-Mail Address: eric.stout@crayon.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Jeff Thomas

Title: Director of Cloud & Services Operations

Address: 12221 Merit Dr, Suite 1400, Dallas, TX 75251

Telephone: 469-329-0290 Facsimile: _____

E-Mail Address: sled.us@crayon.com

Name: Ken Pharr

Title: VP of Finance and Operations

Address: 12221 Merit Dr, Suite 1400, Dallas, TX 75251

Telephone: 469-329-0290 Facsimile: _____

E-Mail Address: sled.us@crayon.com

Notices to Contractor shall be sent to the following:

Name: Eric Stout

Title: Client Director, SLED

Address: 12221 Merit Dr, Suite 1400, Dallas, TX 75251

Telephone: 310-600-3480 Facsimile: _____

E-Mail Address: eric.stout@crayon.com

EXHIBIT E

REQUIRED CONTRACT FORMS

AND CERTIFICATIONS

**RFQ/IFB/RFP/RFSQ
CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXEMPTION AND CERTIFICATION FORM**

The Los Angeles County Development Authority's (LACDA) solicitation for this contract/purchase order/Invitation for Bid/Request for Proposal or Request for Statement of Qualifications is subject to the LACDA's Contractor Employee Jury Service Program (Program). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the LACDA will determine, in its sole discretion, whether the bidder or proposer is exempted from the Program.

Company Name: Crayon Software Experts, LLC			
Company Address: 12221 Merit Dr, Suite 1400			
City: Dallas	State: TX	Zip Code: 75251	
Telephone Number: 469-329-0290			
Solicitation For (Type of Goods or Services): MICROSOFT ENTERPRISE VOLUME LICENSING SERVICES			

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program Is Not Applicable to My Business

- My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more LACDA contracts or subcontracts (this exemption is not available if the contract/purchase order itself exceeds \$50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the LACDA will exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, is . \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II - Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Jeff Thomas	Title: Director of Cloud & Services Operations
Signature: <u>Jeff Thomas</u> <small>Jeff Thomas (Mar 30, 2023 16:25 CDT)</small>	Date: March 30, 2023

**COMPLIANCE WITH FAIR CHANCE EMPLOYMENT
HIRING PRACTICES CERTIFICATION**


Company Name: Crayon Software Experts, LLC		
Company Address: 12221 Merit Dr, Suite 1400		
City: Dallas	State: Texas	Zip Code: 75251
Telephone Number: 469-329-0290	Email address: sled.us@crayon.com	
Solicitation/Contract for <u>MICROSOFT ENTERPRISE VOLUME LICENSING SVCS</u> Services		

BIDDER/PROPOSER (CONTRACTOR) CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Bidder/Proposer (Contractor) acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that Bidder/Proposer (Contractor) and staff performing work under the Contract will be in compliance. Bidder/Proposer (Contractor) further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any quote/bid/proposal, or termination of any resultant Contract, at the sole judgment of the Los Angeles County Development Authority (LACDA).

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name: Jeff Thomas	Title: Dir Cloud & Svc Operations
Signature:  <small>Jeff Thomas (Mar 30, 2023 16:25 CDT)</small>	Date: March 30, 2023

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Bidder/Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Bidder/Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Bidder/Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Bidders/Proposers unable to meet this requirement shall not be considered for contract award.

Bidder/Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Bidder/Proposer has a proven record of hiring GAIN/GROW participants.

_____ YES (subject to verification by Los Angeles County Development Authority) NO

B. Bidder/Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Bidder/Proposer is willing to interview qualified GAIN/GROW participants.

YES _____ NO

C. Bidder/Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

YES _____ NO _____ N/A (Program not available)

Bidder/Proposer Organization: Crayon Software Experts, LLC

Signature: *Jeff Thomas*
Jeff Thomas (Mar 30, 2023 16:25 CDT)

Print Name: Jeff Thomas

Title: Director of Cloud & Services Operations Date: March 30, 2023

Tel.#: 469-329-0290 Fax #: _____

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Crayon Software Experts, LLC

Vendor's Name

12221 Merit Dr, Suite 1400, Dallas, TX 75251

Address

47-2237420

Internal Revenue Service Employer Identification Number

GENERAL

The Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America, the State of California, and all local ordinances. The Contractor further certifies that all subcontractors, suppliers, vendors and distributors with whom the Contractor has a contractual relationship are also in compliance with all applicable federal, state and local anti-discriminatory laws.

VENDOR'S CERTIFICATION

1. The vendor has a written policy statement prohibiting discrimination in all phases of employment.
2. The vendor periodically conducts a self-analysis or utilization analysis of its work force.
3. The vendor has a system for determining if its employment practices are discriminatory against protected groups.
4. Where problem areas are identified in employment practices, the vendor has a system for taking reasonable corrective action, to include establishment of goals of timetables.

Authorized Official:

Name: Jeff Thomas

Title: Director of Cloud
& Services Operations

Signature: *Jeff Thomas*
Jeff Thomas (Mar 30, 2023 16:25 CDT)

Date: March 30, 2023

**DEFAULTED PROPERTY TAX REDUCTION PROGRAM
CERTIFICATION OF COMPLIANCE**

Company Name: Crayon Software Experts, LLC		
Company Address: 12221 Merit Dr, Suite 1400		
City: Dallas	State: Texas	Zip Code: 75251
Telephone Number: 469-329-0290	Email address:	
Solicitation/Contract For <u>MICROSOFT ENTERPRISE VOLUME LICENSING SERVICES</u> Services:		

The Proposer/Bidder/Contractor certifies that:

- It is familiar with the terms of the County’s Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County’s Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060. The following exemption applies to my contract:
 - Mandated by federal or state law or a condition of federal or state program;
 - The purchase is made through a state or federal contract;
 - The purchase is made for equipment or supplies for, or by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or other similar related group purchasing organization;
 - Sole source provider with exclusive and proprietary rights to services or goods;
 - Emergency services provider for services or goods;
 - Provide mission critical goods and/or services and is determined to be exempt by the Board of Commissioners;
 - Required to comply with the laws of the United States or California, which are inconsistent with this program.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Jeff Thomas	Title: Director of Cloud & Services Operations
Signature: <u><i>Jeff Thomas</i></u> <small>Jeff Thomas (Mar 30, 2023 16:25 CDT)</small>	Date: March 30, 2023

**FAMILIARITY WITH THE COUNTY
LOBBYIST ORDINANCE CERTIFICATION**

The Bidder/Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;

- 2) that all persons acting on behalf of the Bidder/Proposer organization have and will comply with it during the proposal process; and

- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Crayon Software Experts, LLC
Company Name

Jeff Thomas
Print Name

Jeff Thomas
Jeff Thomas (Mar 30, 2023 16:25 CDT)
Signature

Director of Cloud & Services Operations
Title

March 30, 2023
Date

**FEDERAL LOBBYIST REQUIREMENTS
CERTIFICATION**

Name of Firm: Crayon Software Experts, LLC Date: March 30, 2023

Address: 12221 Merit Dr, Suite 1400

State: Dallas, TX Zip Code: 75251 Phone No. : 469-329-0290

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the Department of Housing and Urban Development (HUD) and the Los Angeles County Development Authority:

- 1) No Federal appropriated funds have been paid, by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;
- 2) If any funds other than Federal appropriated funds have paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;
- 3) The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Official:

Name: Jeff Thomas Title: Director of Cloud & Services Operations

Signature:  Date: March 30, 2023
Jeff Thomas (Mar 30, 2023 16:25 CDT)

ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION

Company Name: Crayon Software Experts, LLC		
Company Address: 12221 Merit Dr, Suite 1400		
City: Dallas	State: Texas	Zip Code: 75251
Telephone Number: 469-329-0290	Email address: sled.us@crayon.com	
Solicitation Name: IFB MICROSOFT ENTERPRISE VOLUME LICENSING SERVICES		

BIDDER/PROPOSER CERTIFICATION

The Los Angeles County Development Authority (LACDA) has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

The Bidder/Proposer acknowledges and certifies compliance with Section 54. (Compliance with County's Zero Tolerance Human Trafficking Policy) of the proposed Contract and agrees that bidder/proposer or a member of his staff performing work under the proposed Contract will be in compliance. The Bidder/Proposer further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any bid/proposal, or cancellation of any resultant Contract, at the sole judgment of the LACDA.

I declare under penalty of perjury the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.


Print Name: Jeff Thomas	Title: Director of Cloud & Services Operations
Signature:  <small>Jeff Thomas (Mar 30, 2023 16:25 CDT)</small>	Date: March 30, 2023

EXHIBIT F

REQUIRED CONTRACT PROVISIONS

CONTRACTOR EMPLOYEE JURY SERVICE

LOS ANGELES COUNTY CODE CHAPTER 2.203

2.203.010 - Findings.

The Board of Supervisors makes the following findings. The County of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the County of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the County of Los Angeles has determined that it is appropriate to require that the businesses with which the County contracts possess reasonable jury service policies.

(Ord. 2002-0015 § 1 (part), 2002)

2.203.020 - Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity, which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the County but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the County pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the County of Los Angeles or any public entities for which the board of supervisors is the governing body.

(Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 - Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

(Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 - Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

(Ord. 2002-0015 § 1 (part), 2002)

2.203.050 - Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of County Counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other County departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the County that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

(Ord. 2002-0015 § 1 (part), 2002)

2.203.060 - Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

- 1. Recommend to the board of supervisors the termination of the contract; and/or,
- 2. Pursuant to [chapter 2.202](#), seek the debarment of the contractor.

(Ord. 2002-0015 § 1 (part), 2002)

2.203.070 - Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,
2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

(Ord. 2002-0015 § 1 (part), 2002)

2.203.090 - Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

(Ord. 2002-0015 § 1 (part), 2002)

Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 - 3. A purchase made through a state or federal contract;
 - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 - 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 - 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 - 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to

- the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)



Notice 1015

(Rev. December 2018)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2018 are less than \$54,884 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following.

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you

must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2019.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at www.irs.gov/FormsPubs. Or you can go to www.irs.gov/OrderForms to order it.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2018 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2018 and owes no tax but is eligible for a credit of \$800, he or she must file a 2018 tax return to get the \$800 refund.

**COUNTY OF LOS ANGELES
COUNTY LOBBYISTS ORDINANCE PROVISIONS
CHAPTER 2.160 - COUNTY LOBBYISTS**

2.160.010 - Definitions.

The following phrases, whenever used in this chapter, shall be construed as defined in this section:

- A. "County official" includes a member of the board of supervisors, the sheriff, the assessor, the district attorney, a county commissioner, and any other county officer or employee whose duties are not primarily clerical or manual.
- B. "Official action" means the drafting, introduction, consideration, modification, enactment or defeat of any county ordinance or board of supervisors motion or resolution, or the granting or denial of any county contract, permit, grant, license or franchise.
- C. "Influencing official action" means promoting, supporting, influencing, modifying, opposing or delaying any official action by any means, including but not limited to the provision or use of information, statistics, studies or analyses.
- D. "County lobbyist" means any individual who is employed, contracts or otherwise receives compensation, other than reimbursement for reasonable travel expenses, to communicate directly, or through agents, employees or subcontractors, with any county official for the purpose of influencing official action, if a substantial or regular portion of the activities for which he or she receives such compensation is for the purpose of influencing official action. Provided, however, a county lobbyist shall not include:
 - (1) An elected or appointed public official or public employee when acting in his or her official capacity as an elected or appointed public official or public employee;
 - (2) Any newspaper or other periodical of general circulation, book publisher, radio or television station (including any individual who owns, publishes, or is employed by any such newspaper or periodical, radio or television station) which in the ordinary course of business publishes news items, editorials, or other comments, or paid advertisements, which directly or indirectly urge official action if such newspaper, periodical, book publisher, radio or television station or individual, engages in no further or other activities in connection with urging official action other than to appear before the board of supervisors or a county commission in support of or in opposition to such action; or
 - (3) A person whose attempts to influence official action are limited solely to actions taken as an attorney or advocate representing a party to an administrative proceeding the decision of which is reviewable by a court pursuant to Code of Civil Procedure Section 1094.5.
- E. "County lobbying firm" means a business entity, including an individual county lobbyist, which receives or becomes entitled to receive any compensation, other than reimbursement for reasonable travel expenses, for the purpose of influencing official action on behalf of any other person, if either any partner, owner, officer or employee of the business entity is a county lobbyist, or a substantial or regular portion of the activities for which the business entity receives compensation is for the purpose of influencing official action. No business entity shall be considered a county lobbying firm by reason of activities described in subdivisions 1, 2 or 3 of subsection D of this section.
- F. "County lobbyist employer" means a person or entity, other than a county lobbying firm, who, for economic consideration other than reimbursement for reasonable travel expenses, either employs one or more county lobbyists or contracts for the services of a county lobbyist or county lobbying firm, for the purpose of influencing official action.
- G. "Activity expense" means any expense incurred or payment made by a lobbyist, lobbying firm, or lobbyist employer or arranged by a lobbyist or lobbying firm, which benefits in whole or in part any county official or a member of the immediate family of a county official, regardless of whether the expense or payment is reimbursed by the person on whose behalf the county lobbying services are performed. Activity expenses include gifts, honoraria, consulting fees, salaries, and any other form of compensation, but do not include campaign contributions.
- H. "Campaign contribution" means a payment, a forgiveness of a loan, a payment of a loan by a third party, or an enforceable promise to make a payment except to the extent that full and adequate consideration is received, unless it is clear from the surrounding circumstances that it is not made for political purposes. An expenditure made at the behest of a candidate, committee or elected county official is a contribution to the candidate, committee or elected county official unless full and adequate consideration is received for making the expenditure.

1. The term "campaign contribution" includes the purchase of tickets for events such as dinners, luncheons, rallies and similar fundraising events; the candidate's own money or property used on behalf of his or her candidacy; the granting of discounts or rebates not extended to the public generally or the granting of discounts or rebates by television and radio stations and newspapers not extended on an equal basis to all candidates for the same office; the payment of compensation by any person for the personal services or expenses of any other person if such services are rendered or expenses incurred on behalf of a candidate or committee without payment of full and adequate consideration.
2. The term "campaign contribution" further includes any transfer of anything of value received by a committee from another committee, unless full and adequate consideration is received.
3. The term "campaign contribution" does not include:
 - a. Amounts received pursuant to an enforceable promise to the extent such amounts have been previously reported as a contribution;
 - b. A payment made by an occupant of a home or office for costs related to any meeting or fundraising event held in the occupant's home or office if the costs for the meeting or fundraising event are \$500.00 or less; or
 - c. Volunteer personal services or payments made by any individual for his or her own travel expenses if such payments are made voluntarily without any understanding or agreement that they shall be, directly or indirectly, repaid to him or her.
- I. "Gift" shall be defined as set forth in the Political Reform Act, Government Code Section 81000 et seq., and the regulations adopted thereunder; except that the exclusion for campaign contributions shall be defined and governed as set forth in this chapter.

2.160.020 - County lobbyist registration.

- A. Unless included either as part of the registration of a county lobbying firm filed pursuant to Section 2.160.030, or as part of the registration of a county lobbyist employer filed pursuant to Section 2.160.040, each county lobbyist, within 10 days of first becoming a county lobbyist, shall file with the executive officer of the board of supervisors a registration containing the following information:
 1. A recent three-inch by four-inch photograph of the county lobbyist;
 2. The county lobbyist's full name, business address and telephone number; and
 3. A statement that the lobbyist has read and understands the prohibitions contained in Sections 2.160.120 and 2.160.130.
- B. Effective January 1, 2008, a county lobbyist who is registered pursuant to this chapter shall retain that status through December 31, 2008, unless and until that person terminates the status as provided by this chapter. Thereafter, each county lobbyist shall be required to renew the registration on an annual basis, and shall pay an annual registration fee to the executive officer, as provided in Section 2.160.140, on or before the 10th day of January of the year of renewal.

2.160.030 - County lobbying firm registration.

- A. Each county lobbying firm, within 10 days of first becoming a county lobbying firm, shall file with the executive officer of the board of supervisors a registration containing the following information:
 1. The full name, business address and telephone number of the county lobbying firm;
 2. A list of the county lobbyists who are partners, owners, officers, or employees of the county lobbying firm;
 3. The county lobbyist registration required by Section 2.160.020 for each county lobbyist in the county lobbying firm;
 4. For each person or other entity with whom the county lobbying firm contracts for the county lobbying firm to provide county lobbying services:
 - a. The full name, business address and telephone number of the contractor;
 - b. The contractor's written, signed authorization permitting the county lobbying firm to represent the interests of the contractor;
 - c. The time period of the contract;
 - d. If the contractor is an individual, the name and address of his or her employer, if any, or his or her principal place of business if he or she is self-employed, and a description of the business activity in which the contractor or his or her employer is engaged;
 - e. If the contractor is a business entity, a description of the business activity in which it is engaged;
 - f. If the contractor is an industry, trade or professional association, a description of the industry, trade or profession it represents, including a specific description of any portion or faction of the

- industry, trade or profession which the association exclusively or primarily represents and, if the association has not more than 50 members, the names of the members;
 - g. If the contractor is not an individual, business entity, or industry trade or professional association, a statement of the contractor's nature and purposes, including a description of any industry, trade, profession, or other group with a common economic interest which the contractor principally represents or from which its membership or financial support is principally derived;
 - h. The county lobbying interests of the contractor;
5. The name and title of a partner, owner or officer of the county lobbying firm who is responsible for filing statements and reports and keeping records required by this chapter on behalf of the county lobbying firm, and a statement signed by the designated responsible person that he or she has read and understands the prohibitions contained in Sections 2.160.120 and 2.160.130.
- B. Effective January 1, 2008, a county lobbyist firm which is registered pursuant to this chapter shall retain that status through December 31, 2008, unless and until that county lobbyist firm terminates the status as provided by this chapter. Thereafter, each county lobbyist firm shall renew the registration on an annual basis and file an annual renewal of registration statement with the executive officer, on or before the 10th day of January of the year of renewal.

2.160.040 - County lobbyist employer registration.

- A. Each county lobbyist employer, within 10 days of first becoming a county lobbyist employer, shall file with the executive officer of the board of supervisors a registration containing the following information:
1. The full name, business address, and telephone number of the county lobbyist employer;
 2. A list of the county lobbyists who are employed by the county lobbyist employer;
 3. The county lobbyist registration required by Section 2.160.020 for each county lobbyist employed by the county lobbyist employer;
 4. If the county lobbyist employer is an individual, the name and address of his or her principal place of business and a description of the business activity in which he or she is engaged;
 5. If the county lobbyist employer is a business entity, a description of the business activity in which it is engaged;
 6. If the county lobbyist employer is an industry, trade or professional association, a description of the industry, trade or profession it represents, including a specific description of any portion or faction of the industry, trade or profession which the association exclusively or primarily represents and, if the association has not more than 50 members, the names of the members;
 7. If the county lobbyist employer is not an individual, business entity, or industry, trade or professional association, a statement of the county lobbyist employer's nature and purposes, including a description of any industry, trade, profession, or other group with a common economic interest which the county lobbyist employer principally represents or from which its membership or financial support is principally derived;
 8. The county lobbying interests of the county lobbyist employer.
- B. Effective January 1, 2008, a county lobbyist employer who is registered pursuant to this chapter shall retain that status through December 31, 2008, unless and until that person or entity terminates the status as provided by this chapter. Thereafter, each county lobbyist employer shall be required to renew the registration on an annual basis, and shall pay an annual registration fee to the executive officer, as provided in Section 2.160.140, on or before the 10th day of January of the year of renewal.

2.160.050 - Registration amendments and termination.

Within 10 days of any change in any of the registration information reported pursuant to Sections 2.160.020, 2.160.030 or 2.160.040, and before any attempt to influence official action on behalf of any previously unreported person or entity occurs, a county lobbyist, county lobbying firm or county lobbyist employer shall file with the executive officer of the board of supervisors a registration providing such revised registration information. When a county lobbyist, county lobbying firm or county lobbyist employer ceases all activities related to influencing official action this fact shall be so indicated in the last quarterly report filed pursuant to Section 2.160.060, 2.160.070 or 2.160.080, whichever is applicable.

2.160.060 - Quarterly reports—County lobbyists.

Unless included either as part of a county lobbying firm quarterly report filed pursuant to Section 2.160.070 or as part of a county lobbyist employer quarterly report filed pursuant to Section 2.160.080, no later than the end of the first month after the close of each calendar quarter which ends subsequent to the filing of an

initial registration pursuant to Section 2.160.020 but prior to a registration termination as described in Section 2.160.050, the county lobbyist shall file with the executive officer of the board of supervisors a report of all activity expenses of the county lobbyist during the calendar quarter, including, for each such activity expense, the name and position of the beneficiary and of the payee if different than the beneficiary, and a description of the activity expense and its value. If the county lobbyist engaged in no activity as a county lobbying during the quarter, the report shall so indicate.

2.160.070 - Quarterly reports—County lobbying firms.

No later than the end of the first month after the close of each calendar quarter which ends subsequent to the filing of an initial registration pursuant to Section 2.160.030 but prior to a registration termination as described in Section 2.160.050, the county lobbying firm shall file with the executive officer of the board of supervisors a report containing the information set forth in subsections A through F, below, regarding the county lobbying firm activities during such calendar quarter. If the county lobbying firm engaged in no activity as a county lobbying firm during the quarter, the report shall so indicate.

- A. The full name, business address, and telephone number of the county lobbying firm;
- B. The full name, business address, and telephone number of each person who contracted with the county lobbying firm for county lobbying services, a description of the specific county lobbying interests of the person, and the total payments, including fees and the reimbursement of expenses, received from the person for county lobbying services;
- C. The total amount of all payments received for county lobbying services;
- D. All activity expenses incurred by the county lobbying firm including, for each activity expense, the name of each person who made or arranged the activity expense, the name and position of the beneficiary and of the payee if different than the beneficiary, and a description of the activity expense and its value;
- E. If the county lobbying firm subcontracts with another county lobbying firm or county lobbyist for county lobbying services:
 1. The full name, address, and telephone number of the subcontractor,
 2. The name of the person for whom the subcontractor was retained to lobby,
 3. The total amount of payments made to the subcontractor;
- F. The name and title of each partner, owner and employee of the county lobbying firm who, on at least five separate occasions during the calendar quarter, engaged in direct communication with county officials for the purpose of influencing official action on behalf of a person who contracts with the county lobbying firm for county lobbying services.

2.160.080 - Quarterly reports—County lobbyist employers and others.

No later than the end of the first month after the close of each calendar quarter which ends subsequent to the filing of an initial registration pursuant to Section 2.160.040 but prior to a registration termination as described in Section 2.160.050, each county lobbyist employer shall file with the executive officer of the board of supervisors a report containing the information set forth in subsections A through E, below, regarding the county lobbyist employer's activities during such calendar quarter. If the county lobbyist employer engaged in no activity as a county lobbyist employer during the quarter, the report shall so indicate. Each person or entity who is not otherwise obligated to file a quarterly report as a county lobbyist, county lobbying firm or county lobbyist employer, but who directly or indirectly expends \$5,000.00 or more to influence official action during the calendar quarter, shall also file a report containing the information set forth in subsections A through E, below, no later than the end of the first month after the close of the calendar quarter:

- A. The full name, business address, and telephone number of the filer;
- B. The total amount of all payments made to a county lobbying firm;
- C. The total amount of all payments made to county lobbyists employed by the filer;
- D. All activity expenses incurred by the filer including, for each activity expense, the name of each person who made or arranged the activity expense, the name and the position of the beneficiary and of the payee if different than the beneficiary, and a description of the activity expense and its value;
- E. The total of all other payments to influence official action, including overhead expenses, and all payments to employees who spend 10 percent or more of their compensated time in any one month in activities related to influencing official action.

2.160.090 - Quarterly campaign contribution reports.

No later than the end of the first month after the close of each calendar quarter each county lobbyist employer shall file with the executive officer of the board of supervisors a report containing the date, amount, and the name of the recipient of each campaign contribution to an elected county official or candidate for elective county office where the total contribution was \$100.00 or more during the calendar quarter. Said report may be made as a part of a quarterly report filed pursuant to Section 2.160.080.

2.160.095 - Funding for reports and studies.

Each county lobbyist, county lobbying firm and county lobbyist employer who submits any study, analysis or other report to any county official for the purpose of influencing official action, shall, along with the presentation of such study, analysis or other report, disclose in writing the identity of each person, firm or other entity who in whole or in part funded the development of such study, analysis or other report, and the amount of funding provided by each such person, firm or entity.

2.160.100 - Public records.

Each calendar quarter, the executive officer of the board of supervisors shall compile a list of all county lobbyists, county lobbying firms and county lobbyist employers. Such a list and each registration or report required to be filed pursuant to this chapter shall be a public record subject to disclosure under the provisions of the California Public Records Act. The executive officer shall provide the list of county lobbyists and county lobbying firms to the registrar-recorder electronically for compliance with chapter 2.190 of this code.

2.160.110 - Recordkeeping.

County lobbyists, county lobbying firms, and county lobbyist employers who receive payments, make payments or incur expenses or expect to receive payments, make payments or incur expenses in connection with activities which are reportable pursuant to this chapter shall keep such detailed accounts, records, bills and receipts as are necessary to allow them to make timely accurate reports of their activities as required by this chapter.

2.160.120 - Gift prohibition.

No county lobbyist or county lobbying firm shall make to a county official and no county official shall knowingly receive from a registered county lobbyist or registered county lobbying firm a gift or gifts aggregating more than \$50.00 in any calendar month. No county lobbyist or county lobbying firm shall act as an agent or intermediary in the making of any such gift or arrange for the making of any such gift by any other person.

2.160.130 - General prohibitions.

No county lobbyist or county lobbying firm shall do any of the following:

- A. Do anything with the purpose of placing any county official under personal obligation to the county lobbyist, the county lobbying firm, or the employer of the county lobbyist or county lobbying firm;
- B. Deceive or attempt to deceive any county official with regard to any material fact pertinent to any pending or proposed official action;
- C. Cause or influence the introduction of any matter for consideration by the county as official action for the purpose of thereafter being employed to influence the occurrence or nonoccurrence of such official action;
- D. Attempt to create a fictitious appearance of public favor or disfavor of any proposed official action or to cause any communication to be sent to any county official in the name of any fictitious person or in the name of any real person without the consent of such person;
- E. Represent, either directly or indirectly, that the county lobbyist or county lobbying firm can control the official action of any county official;
- F. Accept or agree to accept any payment in any way contingent upon success by the county lobbyist or county lobbying firm in influencing official action.
- G. No person or firm who is registered under this chapter as a county lobbyist or county lobbying firm or who has been so registered at any time in the previous 12 months shall make any contribution to any county official or candidate for county office consistent with chapter 2.190 of this code.

2.160.140 - Filing fees.

- A. Each county lobbyist, county lobbying firm and county lobbyist employer shall pay a filing fee when filing or renewing a registration pursuant to Section 2.160.020, 2.160.030 or 2.160.040, according to the following fee schedule:

	Initial Registration	Annual Renewal of Registration
County Lobbyist	If filed prior to July 1, 2008: \$35 If filed during July 1, 2008 through December 31, 2008: \$337 If filed after January 1, 2009: \$450, unless filed during the last quarter of a calendar year (October through December) If filed after January 1, 2009 and during the last quarter of a calendar year (October through December): \$337	\$450 (effective for the calendar year 2009 and for each year thereafter)
County Lobbyist Firm	If filed prior to December 31, 2008: \$35 If filed after January 1, 2009: No fee	No fee
County Lobbyist Employer	If filed prior to July 1, 2008: \$35 If filed during July 1, 2008 through December 31, 2008: \$56 If filed after January 1, 2009: \$75 If filed after January 1, 2009 and during the last quarter of a calendar year (October through December): \$56	\$75 (effective for the calendar year 2009 and for each year thereafter)

- B. If the filing of an initial registration or annual renewal of registration pursuant to Section 2.160.020, 2.160.030, 2.160.040, a registration amendment pursuant to Section 2.160.050, a quarterly report pursuant to Section 2.160.060, 2.160.070 or 2.160.080, or a separate quarterly campaign contribution report pursuant to Section 2.160.090, is made beyond its due date and after an investigation by the executive officer of the board of supervisors which concludes that the filer is in violation of any provision of this chapter, in addition to the regular filing fee set forth in this section, there shall be an additional fee as follows:
1. \$25 per day for the first ten days after the due date of the filing;
 2. \$50 per day for the next ten days if the filing is not made within ten days after the due date; and
 3. \$75 per day until the date that the filer comes into compliance with the provisions of this chapter or the date that any other penalties are imposed by the board or the executive officer as provided for in this chapter, whichever occurs first, if the filing is not made within twenty days after the due date.
- C. The executive officer may waive any additional fees imposed under this section, in whole or in part, if the violation was not willful and the executive officer determines that enforcement of the additional fees would not further the purposes of this chapter.

2.160.150 - Enforcement.

- A. Each person or entity who applies for a county contract, permit, grant, license or franchise shall, as a part of the application for such contract, permit, grant, license or franchise, certify that the applicant is familiar with the requirements of this chapter, and that all persons acting on behalf of the applicant have complied therewith and will continue to comply therewith throughout the application process. A person or entity who seeks a contract, permit, grant, license or franchise from the county shall be disqualified therefrom if any lobbyist, lobbying firm, lobbyist employer or other person or entity acting on behalf of the person or entity seeking the contract, permit, grant, license or franchise fails to comply with the provisions of this chapter.
- B. Any person may file a charge with the executive officer of the board of supervisors that any county lobbyist, county lobbying firm, county lobbyist employer or other person or entity has violated any provision of this chapter.
- C. The executive officer of the board of supervisors is delegated the authority to investigate any charge that a person or entity has violated this chapter, and to receive evidence and make determinations as to violations of this chapter. Upon receiving a charge that a person or entity has violated this chapter, the executive officer shall give such person or entity reasonable notice of the charge and an opportunity

to present information in response thereto. The executive officer shall make a determination as to the accuracy of the charge and shall present this determination along with the reasons for the determination to the board of supervisors. If the executive officer's determination is that a violation of this chapter has occurred and the board of supervisors agrees, the board may impose the following sanctions:

1. Each person who has failed to comply with the requirements of this chapter shall be refused permission to address the board of supervisors or any county commission, except on his or her own behalf, during such period as such failure to comply with this chapter continues, including any failure to satisfy any other penalties imposed under this chapter;
2. Each person or entity on whose behalf the county lobbyist, county lobbying firm, county lobbyist employer or other person or entity acted in violation of this chapter shall be denied the county contract, permit, grant, license or franchise which was the objective of the county lobbying activities performed in violation of this chapter;
3. Each person or entity who has failed to comply with the requirements of this chapter shall be liable in a civil action brought by the county for an amount up to \$5,000.00 for each such failure to comply.
4. The registration of each county lobbyist, county lobbying firm or county lobbyist employer who fails to comply with the requirements of this chapter shall be terminated. Such county lobbyist, county lobbying firm or county lobbyist employer shall be required to pay all fees required by this chapter and satisfy all other penalties imposed under this section, and shall not be permitted to again register as a county lobbyist, county lobbying firm or county lobbyist employer as follows:
 - a. A person or entity determined to be a first-time violator of this chapter shall be prohibited from again registering for a period of up to three months following the board's approval of the termination of the registration;
 - b. A person or entity determined to have previously violated this chapter shall be prohibited from again registering for a period of up to six months following the board's approval of the termination of the registration;
 - c. A person or entity determined to have previously violated this chapter on two or more occasions shall be prohibited from again registering for a period of up to twelve months following the board's approval of the termination of the registration.
 - d. In addition to the penalties set forth in this chapter, any violation of this chapter shall be subject to an administrative fine of up to \$5,000.00, and a noncompliance fee of up to \$5,000.00. Any administrative fines or noncompliance fees shall be issued pursuant to the provisions of Chapter 1.25 of this Code. The executive officer of the board of supervisors shall be designated as the enforcement officer for determination and imposition of the administrative fines and noncompliance fees to be issued and for providing representation, either directly or in conjunction with other county departments, on behalf of the County before the administrative hearing officer as provided for in Chapter 1.25 of this Code.
 - e. The board of supervisors may, in its discretion, waive any penalties provided for in this section, in whole or in part, if it determines that there was no willful violation of this chapter and enforcement of the penalties would not further the purposes of this chapter.
- D. The executive officer of the board of supervisors may develop rules for the administration of this chapter. Such rules shall be presented to the board of supervisors and shall become effective if approved by a majority vote of the board; and
- E. The regulations imposed by this chapter are enacted pursuant to Article III, Section 11(6) of the Charter of the county of Los Angeles and California Government Code Section 25207.1. The provisions of Chapter 1.24 of this code shall not apply to the provisions of this chapter.

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

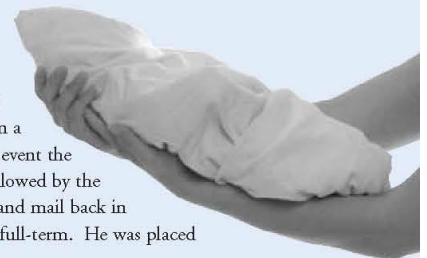
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

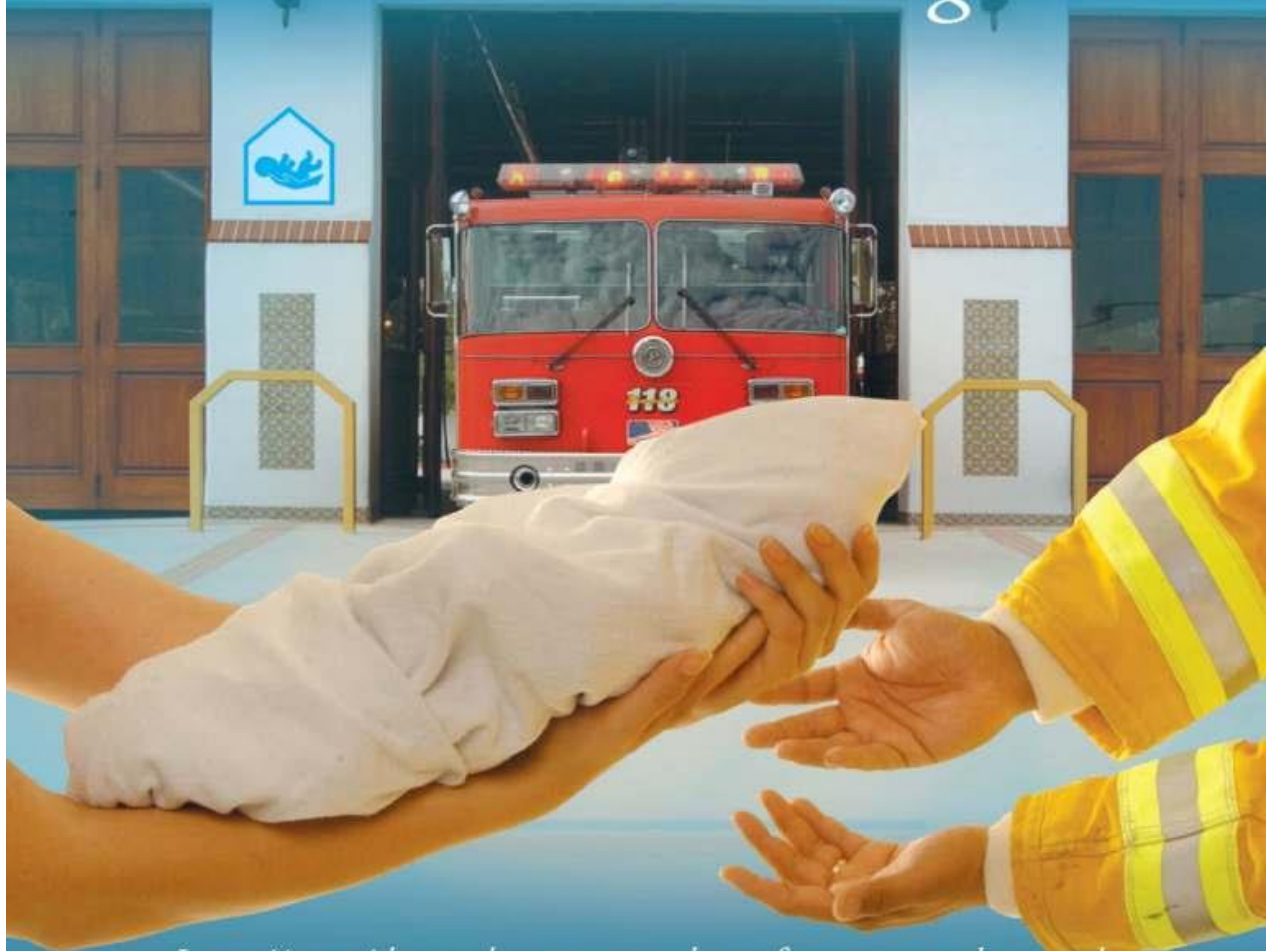
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



EXHIBIT G

REQUIRED FORMS AT THE TIME OF CONTRACT EXECUTION

LOS ANGELES COUNTY DEVELOPMENT AUTHORITY

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

GENERAL INFORMATION:

The Contractor referenced below has entered into a contract with the Los Angeles County Development Authority (LACDA) to provide certain services to the LACDA. The LACDA requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

The Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are the Contractor's sole responsibility. The Contractor understands and agrees that the Contractor's Staff must rely exclusively upon the Contractor for payment of salary and any and all other benefits payable by virtue of the Contractor's Staff's performance of work under the referenced contract.

The Contractor understands and agrees that the Contractor's Staff are not employees of the LACDA for any purpose whatsoever and that the Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the LACDA by virtue of my performance of work under the above-referenced Contract. The Contractor understands and agrees that the Contractor's Staff will not acquire any rights or benefits from the LACDA pursuant to any agreement between any person or entity and the LACDA.

CONFIDENTIALITY AGREEMENT:

The Contractor and the Contractor's Staff may be involved with work pertaining to services provided by the LACDA and, if so, the Contractor and the Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the LACDA. In addition, the Contractor and the Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the LACDA. The LACDA has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. The Contractor and the Contractor's Staff understand that if they are involved in LACDA work, the LACDA must ensure that the Contractor and the Contractor's Staff, will protect the confidentiality of such data and information. Consequently, the Contractor must sign this Confidentiality Agreement as a condition of work to be provided by the Contractor's Staff for the LACDA.

The Contractor and the Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the Contractor and the LACDA. The Contractor and the Contractor's Staff agree to forward all requests for the release of any data or information received to LACDA's Project Manager.

The Contractor and the Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the LACDA, design concepts, algorithms, programs, formats, documentation, the Contractor proprietary information and all other original materials produced, created, or provided to the Contractor and the Contractor's Staff under the above-referenced contract. The Contractor and the Contractor's Staff agree to protect these confidential materials against disclosure to other than the Contractor or LACDA employees who have a need to know the information. The Contractor and the Contractor's Staff agree that if proprietary information supplied by other LACDA vendors is provided to me during this employment, the Contractor and the Contractor's Staff shall keep such information confidential.

The Contractor and the Contractor's Staff agree to report any and all violations of this agreement by the Contractor and Contractor's Staff and/or by any other person of whom the Contractor and the Contractor's Staff become aware.

The Contractor and the Contractor's Staff acknowledge that violation of this agreement may subject the Contractor and the Contractor's Staff to civil and/or criminal action and that the Los Angeles County Development Authority may seek all possible legal redress.

Crayon Software Experts, LLC

Contractor Name

Jeff Thomas

Print Name

Jeff Thomas

Jeff Thomas (Mar 30, 2023 16:25 CDT)

Signature

Microsoft Enterprise Volume Licensing

Type of Service (Contract)

Director of Cloud & Services Operations

Position

March 30, 2023

Date

EXHIBIT H

INTENTIONALLY OMITTED

EXHIBIT I

INTENTIONALLY OMITTED

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	7/19/2023		
BOARD MEETING DATE	8/8/2023		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input checked="" type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Health Services		
SUBJECT	Five-year lease renewal for 13,735 square feet of office and clinic space and 65 on-site parking spaces at 1403 West Lomita Boulevard, Suites 102,104,105, and 200, Harbor City, CA 90710		
PROGRAM	Family Health Medicine Center		
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: N/A		
DEADLINES/ TIME CONSTRAINTS	Lease has been on month-to-month holdover since October 3, 2021, with no penalty.		
COST & FUNDING	Total cost: \$2,839,000	Funding source: The rental costs will be funded 100 percent by net County cost (NCC) that is already included in DHS's existing budget.	
	TERMS (if applicable): The proposed lease will have an annual base rent cost of \$387,327 for the first year, wherein the landlord will be responsible for all operating and maintenance expenses, including utilities, except electricity and janitorial, which the County will be responsible for during the term.		
	Explanation: Sufficient funding to cover the proposed rent for the first year of the proposed lease term is included in the Fiscal Year (FY) 2023-24 Rent Expense budget and will be billed back to Health Services. Health Services has sufficient funding in its FY 2023-24 Operating Budget to cover the proposed rent for the first year. Beginning in FY 2024-25, ongoing funding for costs associated with the proposed lease will be included in DHS' existing budget.		
PURPOSE OF REQUEST	Approval of the recommended actions will authorize and provide continued use of office and clinic space for Health Services .		
BACKGROUND (include internal/external issues that may exist including any related motions)	The County has leased the subject location since March 12, 2001. The facility adequately meets the office and clinic space needs of Health Services. DHS is constructing a new outpatient clinic at Harbor UCLA Medical Center. The proposed lease includes early termination rights so this program can move into the new building and this lease can terminate once the program is relocated.		
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 CEO- Real Estate Division 213-974-4189 arivera@ceo.lacounty.gov		



**Chief
Executive
Office.**

COUNTY OF LOS ANGELES

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

CHIEF EXECUTIVE OFFICER

Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

August 8, 2023

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

Dear Supervisors:

**FIVE-YEAR LEASE
DEPARTMENT OF HEALTH SERVICES
1403 WEST LOMITA BOULEVARD, HARBOR CITY
(FOURTH DISTRICT) (3 VOTES)**

SUBJECT

Approval of a proposed five-year lease to renew an existing lease to provide the Department of Health Services (DHS) continued use of 13,735 square feet of office and clinic space, including an outdoor bio-hazard enclosure, and 65 on-site parking spaces for the Family Health Medicine Center (FHMC).

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed lease is exempt from the California Environmental Quality Act (CEQA), for the reasons stated in this Board letter and in the record of the project.
2. Authorize the Chief Executive Officer, or her designee, to execute the proposed lease with 1403 W Lomita, LLC, a California limited liability company (Landlord), for approximately 13,735 square feet of office and clinic space, and 65 on-site parking spaces located at 1403 West Lomita Boulevard, Suites 102, 104, 105 and 200, Harbor City (Premises), for continued occupancy by DHS. The estimated maximum first year base rental cost is \$387,327, which includes 65 on-site parking spaces at no additional cost. The aggregate cost, including, electricity and janitorial, is \$2,839,000 over the five-year term. The rental costs will be fully funded by DHS existing resources and will result in no additional net County cost (NCC).

3. Authorize and direct the Chief Executive Officer, or her designee, to execute any other ancillary documentation necessary to effectuate the proposed lease, and to take actions necessary and appropriate to implement the proposed lease, including without limitation, exercising any early termination rights.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

FHMC has occupied the Premises since March 2001. Due to lack of current space at Harbor-UCLA Medical Center, the facility has operated as a clinic and administrative space to supplement primary care services.

FHMC provides direct patient care services, resident teaching, and administrative functions. This is a client office. FHMC houses approximately 115 staff positions, including physicians, nurses, assistants, and administrative staff. Approximately 65 physicians rotate to different sites and all others provide direct patient care. The clinic is located in close proximity to Harbor-UCLA Medical Center, and the family medicine physicians work between the FHMC and Harbor-UCLA Medical Center.

DHS provides services to approximately 105 patients per day with an average of 25,000 patients per year. The clinic provides health care access for the high-risk, low-income population of uninsured children and adults in the South Bay region of the County, which includes the cities of Inglewood, Torrance, Harbor City, and Long Beach.

The existing lease expired on October 3, 2021, and is currently on a month-to-month holdover basis with no holdover fee. DHS has requested that the existing lease be renewed so that it may continue to occupy the Premises, provide uninterrupted services to the existing community, and remain in close proximity to the Harbor-UCLA Medical Center. While there is currently insufficient space at the Harbor-UCLA Medical Center to accommodate the FHMC and its direct patient care operations, DHS plans to relocate the FHMC early 2027 to a new Outpatient Clinic space at Harbor-UCLA Medical Center, when construction is completed. The proposed lease includes an early termination right which will allow DHS to continue to provide services at the current location until such relocation is possible and then terminate the proposed lease early when this space is no longer needed.

Due to the direct health services provided, currently no staff is teleworking. Most staff work in the office while others rotate medical shifts.

The Premises is on Lomita Boulevard near public transportation including the Gardena Transit Line 2 and is accessible from the 110 freeway to the east of the location.

Approval of the recommended actions will find that the proposed lease is exempt from CEQA and will allow DHS to continue to operate at this location.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan Goal 1 – *“Make Investments That Transform Lives”* – provides that we will aggressively address society’s most complicated social, health, and public safety challenges. We want to be a highly responsive organization capable of responding to complex societal challenges – one person at a time.

The proposed lease is also consistent with Strategic Asset Management Plan Goal – Strengthen connection between service priorities and asset decisions; and Key Objective No. 5 – Fund Highest Priority Needs.

There is a plan to relocate this program into a County-owned facility so the proposed lease supports the above goals and objective by continuing the use of an existing facility that provides proper accommodations for office, clinic, and ancillary space in a centrally located facility that is accessible for employees and patients until the program can be relocated.

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 \$387,327, which includes parking at no additional cost. The aggregate cost associated with the proposed lease over the entire term, including electricity and janitorial, is \$2,839,000, as shown on Enclosure B-1 which will be fully funded by DHS existing resources and will result in no additional NCC.

Sufficient funding to cover the proposed rent for the first year of the proposed lease term is included in the Fiscal Year (FY) 2023-24 Rent Expense budget and will be billed back to DHS. DHS has sufficient funding in its FY 2023-24 Operating Budget to cover the proposed rent for the first year. Future funding for the costs associated with the proposed lease will be requested 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 will increase from \$26.92 per square foot, per year to \$28.20 per square foot, per year. The base rental rate is subject to annual fixed increases of 3 percent.
- The Landlord, at Landlord’s sole cost and expense, will provide certain improvements to the property to refresh the Premises, as specified in the proposed lease.

- If the County initiates a change to the Landlord's base tenant improvement work, the Landlord will provide a maximum change order allowance of up to \$5,000, which shall be paid by the County to the Landlord in a lump sum payment.
- The Landlord is responsible for all of the operating and maintenance costs of the Premises. The County is responsible for electrical and janitorial costs. The County is not subject to property tax increases.
- The 65 on-site, unreserved parking spaces are included at no additional cost to the County.
- A comparison of the existing lease terms and the proposed lease is shown in Enclosure B-2.
- The County has the right to terminate early any time after the 42nd month upon 90 days' prior written notice.
- Holdover at the proposed lease expiration is permitted on the same lease terms and conditions, except the monthly base rent during the holdover period will be at the base rent at the time of the proposed lease expiration, subject to the regular annual escalation.
- The proposed lease will be effective upon approval by the Board and the term and new rent shall commence upon the first day of the month following Board approval and full execution of the proposed lease by both parties.

The Chief Executive Office conducted a market search of available office space for lease but was unable to identify any sites that could accommodate this requirement more economically. Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$30.60 and \$50.52 per square foot, per year. The base annual rental rate of \$28.20 per square foot, per year for the proposed lease represents a rate that is below the market range for the area. Further, relocation to a new building would require costly new tenant improvements and disrupt services. We recommend the proposed Premises as the most suitable to meet the County's space requirements.

Based on DHS requiring office and clinic space to serve medical patients, provide resident teaching, and administrative services, co-working is not appropriate due to the nature of this use.

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

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

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

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

ENVIRONMENTAL DOCUMENTATION

This project is exempt from CEQA, as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board, and section 15301 of the State CEQA Guidelines (Existing Facilities). The proposed lease, which involves the leasing of existing office space with minor tenant improvements within an existing building, with no expansion of the existing building, is within a class of projects that have been determined not to have a significant effect on the environment and meets the criteria set forth in section 15301 of the State CEQA Guidelines (Guidelines) and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G.

In addition, based on the proposed project records, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

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

The Honorable Board of Supervisors
August 8, 2023
Page 6

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

Respectfully submitted,

FESIA A. DAVENPORT
Chief Executive Officer

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

Enclosures

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

**DEPARTMENT OF HEALTH SERVICES
1403 WEST LOMITA BOULEVARD, HARBOR CITY
Asset Management Principles Compliance Form¹**

1. <u>Occupancy</u>		Yes	No	N/A
A	Does lease consolidate administrative functions? ²			X
B	Does lease co-locate with other functions to better serve clients? ² This facility is an extension of and supplements services of the Harbor-UCLA Medical Center.		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 The ratio is approximately 120 sf per person due to shared space between rotating medical personnel.		X	
E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? ² Parking ratio is 4.73/1,000 due to patient and visitor parking.		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 DHS will be relocating to Harbor-UCLA early 2027	X		
3. <u>Portfolio Management</u>				
A	Did department utilize 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?			
	1. ____ The program clientele requires a "stand alone" facility.			
	2. ____ No suitable County occupied properties in project area.			
	3. <u>X</u> No County-owned facilities available for the project.			
	4. ____ Could not get City clearance or approval.			
	5. ____ The Program is being co-located.			
E	Is lease a full-service lease? ² This is a modified gross lease; County is paying base rent, electrical and janitorial costs.		X	
F	Has growth projection been considered in space request?	X		
G	¹ Has the Dept. of Public Works completed seismic review/approval?	X		
¹ As approved by the Board of Supervisors 11/7/98				
² If not, why not?				

OVERVIEW OF THE PROPOSED BUDGETED LEASE COSTS

1403 West Lomita Boulevard, Harbor City
Department of Health Services

Basic Lease Assumptions

Leased Area (sq.ft.)	13,735	
	Monthly	Annual
Rent (per Sq. ft.) ⁽¹⁾	\$2.35	\$28.20
Term (months)	60	
Annual Rent Adjustment	3%	

	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year	Total 5 Year Rental Costs
Annual Rent Costs ⁽¹⁾	\$387,327	\$398,947	\$410,915	\$423,243	\$435,940	\$2,057,000
Total Cost Paid to Landlord	\$387,327	\$398,947	\$410,915	\$423,243	\$435,940	\$2,057,000
Electricity Costs ⁽²⁾	\$25,788	\$25,788	\$25,788	\$25,788	\$25,788	\$129,000
Janitorial Costs ⁽²⁾	\$130,704	\$130,704	\$130,704	\$130,704	\$130,704	\$654,000
Total Annual Lease Costs	\$543,819	\$555,439	\$567,407	\$579,735	\$592,432	\$2,839,000

Footnotes

⁽¹⁾ The Rent is subject to fixed three percent (3%) increases per annum.

⁽²⁾ Tenant is responsible for electricity and janitorial costs. The costs shown above are an estimation of the previous billing period (November 2021-November 2022) and are subject to change.

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

COMPARISON OF THE PROPOSED LEASE TO EXISTING LEASE

	Existing Lease: 1403 West Lomita Boulevard, Harbor City	Proposed Lease 1403 West Lomita Boulevard, Harbor City	Change
Area (Square Feet)	13,735 sq. ft.	13,735 sq. ft.	No Change
Term (years)	5 years	5 years	No Change
Annual Base Rent	\$369,746 \$26.92 per sq. ft. annually	\$387,327 \$28.20 per sq. ft. annually	+\$17,581 annually
Parking (included in Base Rent)	55	65	+10
Total Annual Lease Costs Payable to Landlord	\$369,746	\$387,327	+17,581
Rental Rate Annual Adjustment	Annual CPI adjustments capped at 4 percent	Annual fixed rental adjustments at 3 percent	Fixed at 3 percent

**DEPARTMENT OF HEALTH SERVICES
1403 WEST LOMITA BOULEVARD, HARBOR CITY
SPACE SEARCH- WITHIN 5-MILE RADIUS**

LACO	Name	Address	Ownership Type	Gross Sq Ft	Vacant
T531	Harbor – Patient Financial Services 3- South	1000 W. Carson Street, Torrance 90502	Owned	9,770	None
2095	Harbor – REI Pediatrics/Emergency Medicine Office	1000 W. Carson Street, Torrance 90502	Owned	10,051	None
2101	Harbor – Hospital Planning & Arch/Mechanical	1000 W. Carson Street, Torrance 90502	Owned	5,804	None
2063	Harbor – REI Administrative Building N-14	1124 W. Carson Street, Torrance 90502	Owned	11,802	None
A074	CSSD – Division V Headquarters/Torrance Health Center	20221 S. Hamilton Avenue, Torrance 90502	Leased	66,825	None
A414	DCFS – Torrance (SPA 8)	2325 Crenshaw Boulevard, Torrance 90501	Leased	60,804	None
5043	Torrance Courthouse - Annex	3221 Torrance Boulevard, Torrance 90503	Owned	16,996	None
A655	Alternate Public Defender & Public Defender – Torrance branch Offices	3655 Torrance Boulevard, Torrance 90503	Leased	8,106	None

FACILITY LOCATION POLICY ANALYSIS

Proposed lease: Five-year Lease for DHS – 1403 West Lomita Boulevard, Harbor City – Fourth District.

A. Establish Service Function Category – Family Health Medicine Center

B. Determination of the Service Area – The existing office and clinic space has been occupied since March 2001. The proposed lease term will provide DHS with continued use of 13,735 square feet of office and clinic space and 65 on-site parking spaces.

C. Apply Location Selection Criteria to Service Area Data

- Need for proximity to service area and population: This location meets the needs of DHS and remains in an appropriate area.
- Need for proximity to existing County facilities: The location allows physicians to work between the FHMC and Harbor-UCLA Medical Center
- Need for proximity to Los Angeles Civic Center: N/A
- Economic Development Potential: N/A
- Proximity to public transportation: The location is on Lomita Boulevard, with access to public transit services, such as the Gardena Transit Line 2, and is accessible from the 110 freeway to the east of the location.
- Availability of affordable housing for County employees: The surrounding area provides for affordable rental opportunities.
- Use of historic buildings: N/A
- Availability and compatibility of existing buildings: There is no space available in existing County-owned buildings to meet the departments service needs. However, there a new County-owned facility is in the process of being constructed on the Harbor-UCLA Medical Center to house this program.
- Compatibility with local land use plans: The City of Los Angeles has been notified of the proposed County use which is consistent with its use and zoning for office and clinic space at this location.
- Estimated acquisition/construction and ongoing operational costs: The aggregate cost associated with the proposed lease over the entire term is approximately \$2,839,000.

D. Analyze results and identify location alternatives

The Chief Executive Office conducted a market search of available office space for lease but was unable to identify any sites that could accommodate this requirement more economically. Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$30.60 and \$50.52 per square foot, per year. The base annual rental rate of \$28.20 per square foot, per year for the proposed lease represents a rate that is below the market range for the area. Further, relocation to a new building would require costly new tenant improvements and disrupt services. We recommend the proposed facility as the most suitable to meet the County's space requirements.

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

The proposed lease will provide adequate and efficient office space for 115 DHS employees consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012. There are currently no available buildings in the area that meet the Department's requirements.

**COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE**

LEASE AGREEMENT

COUNTY OF LOS ANGELES - Tenant

1403 W. LOMITA, LLC – Landlord

1403 WEST LOMITA BOULEVARD

SUITES 102, 104, 105, and 200

HARBOR CITY, CALIFORNIA

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EXHIBITS

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

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is entered into as of the _____ day of _____, 2023 between 1403 W. LOMITA, LLC, California limited liability company ("Landlord"), and COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant" or "County").

Landlord and Tenant agree:

1. BASIC LEASE INFORMATION

1.1 Terms

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

<p>(a) Landlord's Address for Notices:</p>	<p><u>1403 W. LOMITA, LLC</u> <u>c/o Mr. Steven Zahn</u> <u>Beach Front Management, Inc.</u> <u>1212 Long Beach Boulevard</u> <u>Long Beach, California 90813</u></p> <p>Email: <u>szahn@bfpminc.com</u></p>
<p>(b) Tenant's Address for Notices:</p>	<p>County of Los Angeles Chief Executive Office - Real Estate Division 320 West Temple Street, 7th Floor Los Angeles, CA 90012 Attention: Director of Real Estate</p> <p>With a copy to:</p> <p>County of Los Angeles Office of the County Counsel 648 Kenneth Hahn Hall of Administration 500 West Temple Street, Suite 648 Los Angeles, CA 90012-2713 Attention: Property Division</p>
<p>(c) Premises:</p>	<p>Approximately 13,735 rentable square feet, designated as Suite(s) 102, 104, 105, and 200, in the Building (defined below), as shown on <u>Exhibit A</u> attached hereto.</p> <p>Premises also include: Approximately 40 square feet of storage space located on the 3rd floor (portion of a storage room) for janitorial supplies.</p>

	An outdoor biohazardous waste enclosure located in the parking lot or parking structure with approximate dimensions of 5 ft. x 9 ft.
(d) Building:	The Building located at 1403 West Lomita Boulevard, Harbor City, California 90710, which is currently assessed by the County Assessor as APN 7439-026-189 (collectively, the "Property");
(e) Term:	Five (5) years, commencing upon the first day of the first calendar 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 fifth (5 th) annual 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 initial Term of this Lease together with any additional Extension Term for which an option has been validly exercised.
(f) Estimated Commencement Date:	N/A
(g) Irrevocable Offer Expiration Date: (see Section 33)	N/A
(h) Base Rent:	\$2.35 per rentable square foot per month (i.e., \$32,277.25 per month or \$387,327.00 per year for the first (1 st) year (subject to adjustment pursuant to Section 2.2 and 5.2 hereof)
(i) Early Termination (see Section 4.4)	Tenant may cancel at or any time after the forty second (42 nd) month following the Commencement Date with ninety (90) days' prior written notice.
(j) Rentable Square Feet in the Premises:	13,735 rentable square feet
(k) Initial Departmental Use:	<u>Department of Health Services</u> , subject to Section 6.
(l) Parking Spaces:	<u>65</u> unreserved spaces

(m) Tenant's Hours of Operation:	7 a.m. to 6 p.m. Monday through Friday, and 8 a.m. to 1 p.m. on Saturdays, except for Tenant's official holidays
(n) Asbestos Report:	A report dated September 14, 2022, prepared by AAA Asbestos & Land Inspectors, Inc., a licensed California Asbestos contractor.
(o) Seismic Report	A report dated September 6, 2000, prepared by the Department of Public Works.
(p) Disabled Access Survey	A report dated November 14, 2022, prepared by ADA Compliance Masters, Inc.
1.2 <u>Exhibits to Lease</u>	Exhibit A - Floor Plan of Premises Exhibit B - Commencement Date Memorandum and Confirmation of Lease Terms Exhibit C - HVAC Standards Exhibit D - Cleaning and Maintenance Schedule Exhibit E - Subordination, Non-Disturbance and Attornment Agreement Exhibit F - Tenant Estoppel Certificate Exhibit G - Community Business Enterprises Form Exhibit H - Memorandum of Lease Exhibit I - Landlord's Work

2. PREMISES

2.1 Lease of Premises

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

2.2 Measurement of Premises

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

measurements, Landlord agrees there will be no increase made to the Base Rent if the measured square footage exceeds the amount represented by Landlord.

3. COMMON AREAS

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

4. COMMENCEMENT AND EXPIRATION DATES

4.1 Term

The term of this Lease shall be for a period of Five (5) years, commencing upon the first day of the first calendar month following approval of this Lease by the Board of Supervisors and full execution of the Lease by both parties, and ending sixty (60) months thereafter.

4.2 Early Termination

Tenant shall have the right to terminate this Lease at any time after the Early Termination date specified in Section 1.1, by giving Landlord not less than ninety (90) days prior written notice, executed by Tenant's Chief Executive Officer or his/her designee.

4.3 Lease Expiration Notice

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

5. RENT

5.1 Base Rent

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

5.2 Base Rent Adjustments

From and after the first (1st) Anniversary of the Commencement Date, on the first day of the first (1st) full calendar month thereafter (the "Adjustment Date") and on every anniversary of the Adjustment Date thereafter, Base Rent shall be increased by three percent (3%) of the Base Rent payable in the immediately preceding month as shown in the chart below:

Year	Monthly Base Rent	Annual Base Rent
1	\$32,277.25 (\$2.35 per RSF)	\$387,327.00 (\$28.20 per RSF)
2	\$33,245.57 (\$2.42 per RSF)	\$398,946.81 (\$29.05 per RSF)
3	\$34,242.93 (\$2.49 per RSF)	\$410,915.21 (\$29.92 per RSF)
4	\$35,270.22 (\$2.57 per RSF)	\$423,242.67 (\$30.81 per RSF)
5	\$36,328.33 (\$2.64 per RSF)	\$435,939.95 (\$31.74 per RSF)

6. USES

Landlord agrees that the demised Premises, together with all appurtenances thereto, shall be used by the Tenant for the government department set forth in Section 1.1, any other County Department the County designates, any other governmental purposes, or other lawful purposes that do not materially adversely interfere with other uses in the Building, during Tenant's Hours of Operation, after Tenant's Hours of Operation, and on weekends and holidays.

7. HOLDOVER

If Tenant remains in possession of the Premises or any part thereof after the expiration of the term of this Lease, such occupancy shall be a tenancy which is terminable only upon ninety (90) days written notice from Landlord or thirty (30) days written notice from Tenant's Chief Executive Officer or his/her designee at the last monthly Base Rent payable under this Lease, plus any other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease.

8. COMPLIANCE WITH LAW

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

9. DAMAGE OR DESTRUCTION

9.1 Damage

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

9.2 Tenant Termination Right

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

9.3 Damage In Last Year

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

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

9.4 Default By Landlord

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

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

10. REPAIRS AND MAINTENANCE

10.1 Landlord Representations

- (a) Landlord represents to Tenant that, as of the date hereof and on the Commencement Date:
 - i. The Premises, the Building, and all Common Areas (including electrical, heating, ventilating, and air conditioning ("HVAC"), mechanical, plumbing, gas and fire/life safety systems in the Building and similar building service systems) comply with all current laws, codes, and ordinances, including but not limited to the Americans With Disabilities Act, and are in good working order and condition;
 - ii. The Building and the Premises comply with all covenants, conditions, restrictions and insurance underwriter's requirements;
 - iii. The Premises, the Building and the Common Areas are free of the presence of Hazardous Materials (as hereinafter defined); and
 - iv. Landlord has not received any notice from any governmental agency that the Building or the Premises are in violation of any law or regulation.
- (b) Landlord represents, based upon a professional inspection of the Premises and the Building and the Asbestos Report (as defined in Section 1.1) that the Premises and the Building contain no asbestos containing materials (other than as may be reflected in the Asbestos Report). Landlord shall, prior to Tenant's occupancy, abate, at Landlord's sole cost and expense, all asbestos-containing materials to the extent required by law and provide Tenant with an updated report from a licensed California Asbestos contractor to that effect.
- (c) CASp Inspection:

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

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

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

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

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

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

10.2 Landlord Obligations

- (a) Landlord shall keep and maintain the Property in good condition and repair and promptly make repairs to and perform maintenance upon and replace as needed:
- i. the structural elements of the Building, including without limitation, all permanent exterior and interior walls, floors and ceilings, foundations, roof, concealed plumbing, stairways, concealed electrical systems and intra-building telephone network cables;
 - ii. mechanical (including HVAC), electrical, plumbing and fire/life systems serving the Building;
 - iii. the Common Areas;
 - iv. exterior windows of the Building; and
 - v. elevators serving the Building.
- (b) Landlord, at its sole cost and expense, shall also perform all maintenance and repairs to the Premises, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted. Landlord's repair obligations include, without limitation, repairs to, or replacements of:
- i. the floor covering (if such floor covering is carpeting it shall be replaced as needed.);
 - ii. intentionally omitted;
 - iii. doors, door frames and hardware;
 - iv. intentionally omitted;
 - v. signage;
 - vi. emergency exit signage and battery replacement;
 - vii. HVAC equipment dedicated to the mechanical rooms housing Tenant's computer servers and related equipment; and
 - viii. Light fixtures, bulbs, tubes and ballasts.
- (c) Landlord shall, to the best of its ability, provide all reports, maintenance records, or other documentation as may be requested from time to time.

10.3 Tenant Obligations

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

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

10.4 Tenant's Right to Repair

- (a) If Tenant provides written notice (or oral notice in the event of an emergency, such as damage or destruction to or of any portion of the Building structure and/or the Building systems, and/or anything that could cause material disruption to Tenant's business) to Landlord of an event or circumstance which requires the action of Landlord with respect to repair and/or maintenance, and if Landlord fails to provide such action within a reasonable period of time given the circumstances after the giving of such notice, but in any event not later than ten (10) days after the giving of such notice, then Tenant may proceed to take the required action (provided, however, that no such notice shall be required in the event of an emergency which threatens life or where there is imminent danger to property or a possibility that a failure to take immediate action could cause a material disruption in Tenant's normal and customary business activities). Tenant shall have access to the Building to the extent necessary to perform the work contemplated by this provision. If such action was required under the terms of this Lease to have been taken by Landlord and was not taken by Landlord within such period (unless such notice was not required as provided above), and Tenant took such required action, then Tenant shall be entitled to prompt reimbursement by Landlord of Tenant's reasonable costs and expenses in having taken such action plus interest thereon at six percent (6%) 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 Chief Executive Office, may request that Landlord perform, supply and administer repairs, maintenance, building services and/or alterations that are the responsibility of the Tenant, not to exceed \$5,000, as part of a separate purchase order issued by the County on Tenant's behalf. Any improvements by Landlord shall be subject to compliance with County Internal Services Department Purchasing Policy and Procedure No. A 0300, effective November 22, 2016, delivered to Landlord and incorporated by reference herein. This Section shall not apply to Tenant Improvements, as defined in Section 24.

11. SERVICES AND UTILITIES

11.1 Services

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

Landlord shall furnish heating, ventilation and air conditioning ("HVAC"), during Tenant's Hours of Operations in amounts required for the use and occupancy of the Premises for normal office purposes to a standard comparable to other first-class buildings and not less than the standard set forth in Exhibit C attached hereto. 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.

(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

Tenant, at its sole cost and expense, shall provide janitorial services and supplies, within the Premises, on five (5) nights per week, generally consistent with that furnished in comparable office buildings in the County of Los Angeles, as described in the specifications set forth in Exhibit D attached hereto, as listed under Sections A, B, C, D, E and F. Landlord will be responsible for maintenance items described in Exhibit D Sections G, H, I and J, and all common area maintenance. Tenant will also be responsible for procurement of all paper supplies for kitchen areas and exam rooms on the Premises.

(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.

(g) Pest Control

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

(h) Biomedical Waste

Tenant shall also be responsible for the disposal of all Bio-Medical waste. Landlord has agreed to supply bio-hazardous waste storage area as described in Section 1.1.(c) Premises. Landlord will provide outdoor storage of bio-hazardous waste in the approximate dimensions of 5 ft. X 9 ft. within a chain-link fence or similar type enclosure.

11.2 Utilities

- a. Landlord agrees to pay, at its sole cost, when due, all charges for the use of the sewer, effluent treatment (when and if imposed by any governmental authority), all water, sprinkler standby charges, gas, heating and common area power and lighting, 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.
- b. Tenant agrees to pay when due all charges for electricity within the Premises. Tenant may elect to pay directly to the utility company or reimburse the Landlord, provided whether the same are pro-rated or measured by separate meters.

12. TAXES

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

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

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

13. LANDLORD ACCESS

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

14. TENANT DEFAULT

14.1 Default

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

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

14.2 Termination

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

14.3 No Effect on Indemnity

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

15. LANDLORD DEFAULT

15.1 Remedies

In addition to the provisions for Landlord's default provided by Sections 9.4, 10.4, 19, 21.2 and 32.3, Landlord shall be in default ("Landlord Default") in the performance of any obligation required to be performed by Landlord under this Lease if Landlord has failed to perform such obligation within five (5) days after the

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

- (a) to remedy such default or breach and deduct the costs thereof (including but not limited to attorney' fees) plus interest at the rate of six percent (6%) 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.
- (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 Assignment and Subletting

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

or sublease to an assignee or sublessee for a use not compatible with the medical building character of the Building.

16.2 Sale

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

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

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

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

17. ALTERATIONS AND ADDITIONS

17.1 Landlord Consent

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

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

17.2 End of Term

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

18. CONDEMNATION

18.1 Controlling Terms

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

18.2 Total Taking

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

18.3 Partial Taking

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

the degree to which Tenant's use of the Premises and the Common Areas is impaired by such Condemnation.

18.4 Restoration

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

18.5 Award

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

18.6 Waiver of Statute

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

19. INDEMNIFICATION

19.1 Landlord's Indemnity

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

19.2 Tenant's Indemnity

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

20. INSURANCE

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

20.1 Waiver

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

20.2 General Insurance Provisions – Landlord Requirements

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

(a) Evidence of Coverage and Notice to Tenant

- i. Certificate(s) of insurance coverage ("Certificate") satisfactory to Tenant, and a copy of an Additional Insured endorsement confirming that Tenant and its Agents (defined below) has been given insured status under 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, or 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 Landlord, its insurance broker(s) and/or insurer(s),

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

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

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

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

- (b) Additional Insured Status and Scope of Coverage

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

- (d) Failure to Maintain Insurance

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

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

(e) Insurer Financial Ratings

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

(f) Landlord's Insurance Shall Be Primary

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

(g) Waiver of Subrogation

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

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

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

(i) Claims Made Coverage

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

(j) Application of Excess Liability Coverage

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

(k) Separation of Insureds

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

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

(l) 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

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

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

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

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

20.4 Landlord Requirements

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

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

General Aggregate:	\$ 5 million
Products/Completed Operations Aggregate:	\$ 2 million
Personal and Advertising Injury:	\$ 1 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, without charge, for the Term of this Lease. No tandem parking shall be required or allowed, and Tenant shall be entitled to full in/out privileges at all times. Tenant's parking rights shall be subject to reasonable parking rules and regulations adopted by Landlord from time to time, provided that such procedures shall be uniformly applied to all tenants. Tenant acknowledges that all unreserved parking spaces are not for the exclusive use of Tenant, rather, all such parking spaces are to be used on a non-exclusive, first-come, first-served basis by Tenant and other tenants, occupants, licensees, invitees and permittees of the Building. Landlord, at its sole expense, shall provide Tenant with at least one (1) parking access card or key fob for each reserved or unreserved parking space set forth in Section 1.1, if applicable.

21.2 Remedies

Landlord acknowledges that it is a material term of this Lease that Tenant 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 the Base Rent times the percentage of parking spaces not so provided times the number 1.5, but such deduction from Base Rent shall be not less than ten percent (10%) nor more than one hundred percent (100%) of the Base Rent.

22. ENVIRONMENTAL MATTERS

22.1 Hazardous Materials

Tenant shall not cause nor permit, nor allow any of Tenant's employees agents, customers, visitors, invitees, licensee, contractor, assignees or subtenants to cause or permit, any Hazardous Materials to be brought upon, stored, manufactured, generated, blended, handled, recycled, treated, disposed or used on, under or about the Premises, the Building or the Common Areas, except for routine office and janitorial supplies in usual and customary quantities stored, used and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination

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

22.2 Landlord Indemnity

Landlord shall indemnify, protect, defend (by counsel acceptable to Tenant) and hold harmless Tenant from and against any and all claims, judgments, causes of action, damage, penalties, fines, taxes, costs, liabilities, losses and 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:

24.1 Landlord Work

Landlord, at Landlord's sole cost and expense, shall perform the work necessary

to remove all accessibility barriers in that certain ADA Site Accessibility Evaluation dated November 14, 2022 prepared by ADA Compliance Masters, Inc. Landlord, at Landlord's sole cost and expense, shall also perform all of the work set forth in Exhibit "I" hereto. All of the above is the "Landlord's Work".

24.2 Landlord and Contractor Obligations

Landlord and Landlord's contractors shall be responsible for controlling the Landlord Work and shall be required to comply with prevailing wage requirements under California Labor Code Section 1720 et. seq., if applicable. Landlord shall diligently proceed to complete the Landlord's Work in a good and workmanlike manner.

24.3 Completion

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

24.4 Delay.

Completion may be delayed by:

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

24.5 Change Requests

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

change request is approved. Each change request must be signed and dated by the Chief Executive Officer or his/her designee in order to be considered approved. Tenant shall have the right to audit the cost of the changes at any time after the Commencement Date. If Tenant requests a rent reduction due to its audit of these costs, Tenant shall provide Landlord with a copy of the audit summary as part of its request.

24.6 Notice of Non-responsibility

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

25. **LIENS**

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

26. **SUBORDINATION AND MORTGAGES**

26.1 Subordination and Non-Disturbance

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

26.2 Existing Deeds of Trust

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

26.3 Notice of Default

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

27. SURRENDER OF POSSESSION

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

28. SIGNAGE

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

29. QUIET ENJOYMENT

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

30. GENERAL

30.1 Headings

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

30.2 Successors and Assigns

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

30.3 Brokers

Landlord warrants that it has dealt with only the following real estate broker(s), agent(s), and/or finder(s) in connection with this letter or the transaction contemplated by this letter: Steven Zahn DRE #01110408. Tenant warrants that it has not dealt with any real estate broker(s), agent(s), and/or finder(s) in connection with this letter or the transaction contemplated by this letter except for CBRE, Inc. DRE #00409987 (Timothy Vaughan DRE #00902652). However, upon full execution of the Lease, Landlord will pay a brokerage commission of three (3%) percent of the total Base Rent for the firm term for the initial forty two (42) months to CBRE in connection with the leasing to the County of Los Angeles of \$42,264.31. ($\$1,408,810.36 \times 3\% = \$42,264.31$). The remaining commission of \$19,426.84 ($\$647,561.29 \times 3\% = \$19,426.84$) shall be considered contingent, and payable at the end of the Lease, provided Tenant has not exercised its Early Termination right per Paragraph 9, or shall be prorated appropriately. Landlord

shall confirm the total calculations for all commissions to CBRE shall be \$61,691.15 ($\$2,056,371.65 \times 3\% = \$61,691.15$).

30.4 Entire Agreement

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

30.5 Severability

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

30.6 Notices

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

30.7 Governing Law and Venue

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

30.8 Waivers

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

30.9 Time of Essence

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

30.10 Consent

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

30.11 Community Business Enterprises

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

30.12 Memorandum of Lease

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

30.13 Counterparts; Electronic Signatures

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

31. AUTHORITY

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

32. ACKNOWLEDGEMENT BY LANDLORD

Landlord acknowledges that it is aware of the following provisions:

32.1 Consideration of GAIN Program Participants

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

32.2 Solicitation of Consideration

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

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

Landlord hereby represents and warrants that it has not provided, and will not provide, any financial benefits to any County official, employee or agent who has had any involvement in the procurement, negotiation, consummation, administration or management of this Lease. Landlord hereby agrees that if it

violates any of the terms of this Section 32.2, then the County may declare this Lease null and void, and the County reserves the right to exercise any and all other remedies available under applicable law.

32.3 Landlord Assignment

- (a) Landlord may assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof (including the right to receive rental payments but excluding its duties and obligations hereunder), and Landlord may execute any and all instruments providing for the payment of Base Rent directly to an assignee or transferee, but only if the conditions set forth in this Section are met.
- (b) Any document or agreement purporting to assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease, or any portion thereof, as security for the Landlord's obligation to repay any monetary obligation, is hereinafter referred to as a "Security Agreement." Any Security Agreement which is executed without full compliance with the requirements of this Section shall be void.
- (c) Each assignee or transferee under the Security Agreement shall certify and agree in writing that such assignee or transferee has read and is familiar with the requirements of Sections 5950-5955 of California Government Code, which prohibits the offer or sale of any security constituting a fractional interest in this Lease or any portion thereof, without the prior written consent of the Tenant. Notwithstanding the foregoing, the Tenant hereby acknowledges and agrees that Landlord shall have the right to encumber the Property with CMBS (commercial mortgage backed securities) financing or other traditional real estate financing. However, Landlord may not encumber the Property through any type of bond financing vehicle, including but not limited to certificate of participation financing.
- (d) Violation by Landlord of the provisions of Section 5951 of the California Government Code will constitute a material breach of this Lease, upon which the Tenant may impose damages in an amount equal to the greater of \$500,000 or 10% of the aggregate principal portion of all rental payments payable by the Tenant during the entire Term of this Lease, it being expressly agreed that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and nature of the violation it would be impracticable and extremely difficult to fix actual damages. In addition, the Tenant may exercise or pursue any other right or remedy it may have under this Lease or applicable law.
- (e) Landlord shall give Tenant written notice and a copy of each and every assignment, transfer, hypothecation or encumbrance of Landlord's interest in this Lease and any instrument relating thereto (including, but not limited to, instruments providing for the payment of Base Rent directly to an assignee or transferee) at least thirty (30) days prior to the effective date thereof.

- (f) Landlord shall not furnish any information concerning Tenant or the subject matter of this Lease (including, but not limited to, offering memoranda, financial statements, economic and demographic information, and legal opinions rendered by the office of counsel for the Tenant) to any person or entity, except with Tenant's prior written consent. Landlord shall indemnify, defend and hold Tenant and its officers, agents and employees harmless from and against all claims and liability alleged to arise from the inaccuracy or incompleteness of any information furnished by Landlord in violation of this Section 32.3.
- (g) The provisions of this Section 32.3 shall be binding upon and applicable to the parties hereto and their respective successors and assigns. Whenever in this Section Landlord is referred to, such reference shall be deemed to include Landlord's successors or assigns, and all covenants and agreements by or on behalf of Landlord herein shall bind and apply to Landlord's successors and assigns, whether so expressed or not.

32.4 Smoking in County Facilities.

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

33. IRREVOCABLE OFFER

Intentionally Omitted

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

LANDLORD:

1403 W. LOMITA, LLC,
a California limited liability company

DocuSigned by:
Paul Moon
By: 1B433849BDA64A1...
Name: Paul Moon
Its: Managing Member

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT
Chief Executive Officer

By: _____
John T. Cooke
Assistant Chief Executive Officer

ATTEST:

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

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: *Roberto Saldana* Roberto Saldana
2023.06.02
08:54:45 -07'00'
Senior Deputy

EXHIBIT A

FLOOR PLAN OF PREMISES

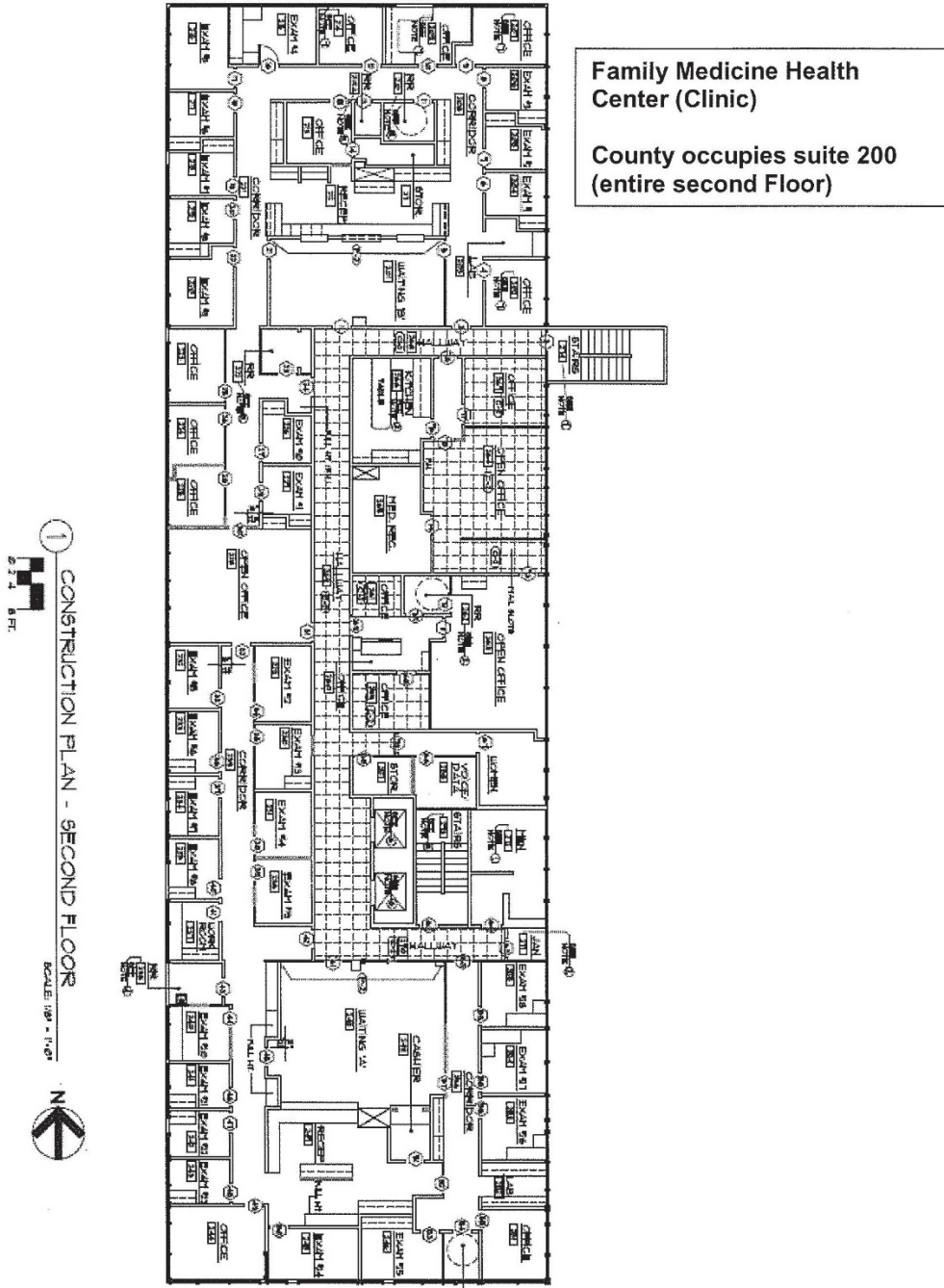


EXHIBIT A – Page 1
FLOOR PLAN OF PREMISES

County occupies administrative suites 102, 104 & 105

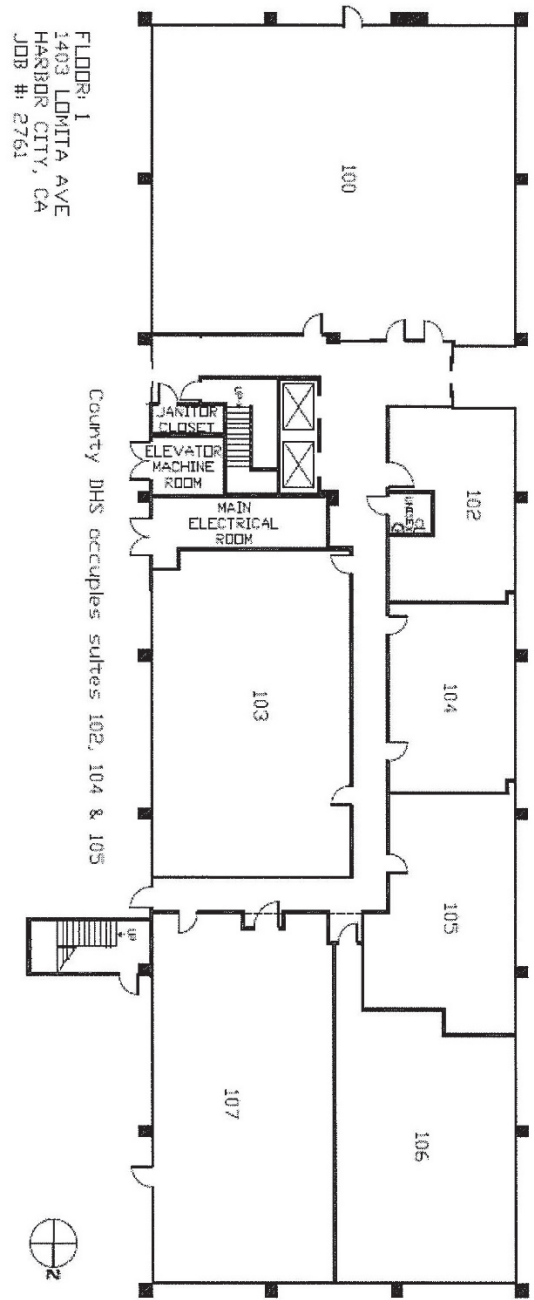


EXHIBIT A – Page 2
FLOOR PLAN OF PREMISES

EXHIBIT B

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

Reference is made to that certain Lease Agreement ("Lease") dated _____
_____, 20___, between County of Los Angeles, a body corporate and politic ("Tenant"), and
_____, a _____ ("Landlord"), whereby Landlord
leased to Tenant and Tenant leased from Landlord certain premises in the building located at ___
_____ ("Premises"),

Landlord and Tenant hereby acknowledge as follow:

- 1) Tenant has accepted possession of the Premises and now occupies the same;
- 2) The Lease commenced on _____ ("Commencement Date");
- 3) The Premises contain _____ rentable square feet of space;
- 4) Base rent per month is _____.

IN WITNESS WHEREOF, this memorandum is executed this _____ day of _____,
20___.

Tenant:

Landlord:

COUNTY OF LOS ANGELES,
a body corporate and politic

a _____

By: _____
Name _____
Its _____

By: _____
Name _____
Its _____

EXHIBIT C

HEATING, VENTILATION AND AIR CONDITIONING

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

EXHIBIT D

CLEANING AND MAINTENANCE SCHEDULE

A. DAILY (Monday through Friday)

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

B. WEEKLY

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

C. MONTHLY

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

4. Picture moldings and frames dusted.
 5. Wall vents and ceiling vents vacuumed.
 6. Carpet professionally spot cleaned as required to remove stains.
 7. HVAC chiller water checked for bacteria, water conditioned as necessary.
- D. QUARTERLY
8. Light fixtures cleaned and dusted, but not less frequently than quarterly.
 9. Wood furniture polished.
 10. Draperies or mini-blinds cleaned as required, but not less frequently than quarterly.
- E. SEMI-ANNUALLY
11. Windows washed as required inside but not less frequently than twice annually.
 12. All painted wall and door surfaces washed and stains removed.
 13. All walls treated with vinyl covering washed and stains removed.
- F. ANNUALLY
14. 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.
 15. 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.
 16. Touch-up paint all interior painted surfaces in a color and finish to match existing.
- G. QUARTERLY
1. HVAC units serviced for preventative maintenance purposes, all filters changed,
- H. ANNUALLY
2. Outside windows washed as required but not less frequently than annually.
- I. AS NEEDED
3. 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.

4. 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.
5. Interior and exterior pest control inspections and remediation frequency is to be determined by a licensed exterminator.
6. Carpets to be cleaned using a non-detergent, low moisture, soil encapsulation system as recommended by the carpet manufacturer. The following schedule will be maintained for carpet cleaning:
 - i. heavy traffic areas cleaned as needed, with a minimum frequency of bi-monthly [six (6) times per year];
 - ii. moderate traffic areas cleaned as needed, with a minimum of once every six (6) months [two (2) times per year]; and
 - iii. clean light traffic areas a minimum of once per year.

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

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

J. GENERAL

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

EXHIBIT E

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

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

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

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

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

Factual Background

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

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

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

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

Agreement

Therefore, the parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

To Lender: _____

To Borrower: _____

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

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

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

By: _____
Name: _____
Title: _____

BORROWER: *[Insert name of Landlord]*

By: _____
Name: _____
Title: _____

LENDER: *[Insert name of Lender],*

By: _____
Name: _____
Title: _____

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

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

On _____, before me, _____
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared _____,
Name of Signer(s)

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

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

WITNESS my hand and official seal.

Signature (Seal)

EXHIBIT F

TENANT ESTOPPEL CERTIFICATE

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

Attn: _____

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

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

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

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

(b) The current Rent is set forth above.

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

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

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

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

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

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

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

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

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

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

COUNTY OF LOS ANGELES,
a body corporate and politic

By: _____
Name: _____
Title: _____

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: _____ 2. Address: _____ _____ _____	3. Contact Person/Telephone Number: _____ _____ _____ 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.:	All Employee	Women	III. MINORITY/WOMEN-OWNED FIRM CERTIFICATION
3. Provide the percentage of ownership in each			Is your firm currently certified as a minority owned business firm by the: State of California? <input type="checkbox"/> Yes <input type="checkbox"/> No City of Los Angeles? <input type="checkbox"/> Yes <input type="checkbox"/> No Federal Government? <input type="checkbox"/> Yes <input type="checkbox"/> No
Black/African American			
Hispanic/Latin American			
Asian American			
Portuguese American			
American Indian/Alaskan Native			
All Others			
			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 H

MEMORANDUM OF LEASE

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

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

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

MEMORANDUM OF LEASE

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

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

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

Dated: _____, 20__.

LANDLORD:

By: _____
Its: _____

By: _____
Its: _____

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT
Chief Executive Officer

By: _____
John T. Cooke
Assistant Chief Executive Officer

ATTEST:

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

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
Interim County Counsel

By: _____
Senior Deputy

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

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

On _____, before me,

Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
personally appeared _____,
Name of Signer(s)

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

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

WITNESS my hand and official seal.

Signature (Seal)

EXHIBIT I

LANDLORD'S WORK

Tenant Improvements and Maintenance/Repair Items

Maintenance/Repair Items:

1. HVAC Repairs and/or replacement as needed (Landlord confirms that 35 HVAC units in total are being replaced, with 28 currently installed, and 7 remaining units to be replaced.
2. HVAC needs rebalancing or improved ventilation (Landlord to provide an Air Balance Report upon completion of remaining unit installations)
3. Roof to be repaired as needed.

Tenant Improvement Items:

1. Carpet- replace/cleaning/spot treatment: Include furniture Lift.
 - a. 1st floor (room 104/conference room)-vinyl tile replace
 - b. 1st floor Common Area Hallway-replace with carpet tiles
 - c. 2nd floor Common Area Hallway-replace with carpet tiles
2. Paint- new coat needed thru-out premises. Common Area only.
3. Biohazardous Waste Enclosure
 - a. If enclosure is replaced with a smaller enclosure, to accommodate a building storage enclosure, Landlord to consult with County on mutually agreeable specifications, and shall include a separate lockable area for County medical waste.
4. Exterior Signage:
 - a. County, at County's cost, shall have the right to a building top sign in a mutually agreeable location on the east side of the building, facing the parking structure and as close as possible to Lomita Boulevard. Landlord to use best efforts to include County sign on existing tenant monument sign, or if a new monument sign is installed for the building, include County program as the lead tenant.
 - b. Lobby directory to be updated to include correct County programs and staff/doctors on site.
5. ADA work: Common Area only.
 - a. Door knobs to be replaced with ADA compliant levers throughout the Common Areas, and any entrances to County premises.

- b. Common Area Signs to be repositioned to appropriate height per ADA.
 - c. Common area restrooms will be ADA compliant.
6. Remove sink:
- a. Remove sink and fixture, cap all plumbing and cover counter with new counter top in the lab area on Station B.

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	7/19/2023	
BOARD MEETING DATE	8/8/2023	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input checked="" type="checkbox"/> 2 nd <input checked="" type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Mental Health / Aging & Disabilities	
SUBJECT	Approve a proposed three-year lease amendment for the continued use of 16,180 square feet of existing office space and 30 on-site parking spaces at 14112 S. Kingsley Drive, Gardena, CA.	
PROGRAM	Asian Pacific Islander Senior Service Center (Center)	
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: N/A	
DEADLINES/ TIME CONSTRAINTS	Lease has been on month-to-month holdover without fee since it expired on May 2, 2023.	
COST & FUNDING	Total cost: \$1,270,000	Funding source: The lease costs will be funded by State and Federal funds. DMH and Aging will not be requesting additional net County cost for this action.
	TERMS (if applicable): The proposed lease will have an annual rental cost of \$324,000 for the first year, where the County is responsible for utilities and taxes, and the landlord will be responsible for property operating expenses, janitorial, and repair and maintenance to the building.	
	Explanation: Sufficient funding is included in the DMH's and AD's budget for FY 2023-24 for this action. Funding for future fiscal years will be requested through DMH and Aging's annual budget process. There is no net County cost impact associated with the recommended action.	
PURPOSE OF REQUEST	Approval of the recommended actions will authorize and provide continued use of this Center on behalf of DMH and AD.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The County has leased the subject location since 1986. The facility adequately meets the Center's space needs of DMH and AD.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Alexandra Nguyen-Rivera Section Chief, Leasing CEO Real Estate Division 213-974-4189 arivera@ceo.lacounty.gov	



**Chief
Executive
Office.**

COUNTY OF LOS ANGELES

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

CHIEF EXECUTIVE OFFICER

Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

August 8, 2023

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

Dear Supervisors:

**THREE-YEAR LEASE AMENDMENT
DEPARTMENT OF MENTAL HEALTH
DEPARTMENT OF AGING AND DISABILITIES
14112 SOUTH KINGSLEY DRIVE, GARDENA
(SECOND DISTRICT) (3 VOTES)**

SUBJECT

Approval of a proposed three-year lease amendment to renew an existing lease to provide the Departments of Mental Health (DMH) and Aging and Disabilities (AD) continued use of 16,180 square feet of office space and 30 on-site parking spaces.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed lease amendment is exempt from the California Environmental Quality Act (CEQA), for the reasons stated in this Board letter and in the record of the project.
2. Authorize the Chief Executive Officer, or her designee, to execute the proposed lease amendment with Z-7 Properties, LTD., a California limited partnership (Landlord), for approximately 16,180 square feet of office space and 30 on-site parking spaces located at 14112 South Kingsley Drive, Gardena (Premises), to be occupied by DMH and AD. The proposed lease amendment is for three years. The estimated maximum first year base rental cost is \$324,000, which includes parking at no additional cost. The aggregate cost associated with proposed lease amendment over the entire three-year term, including utilities and taxes, is \$1,270,000. The lease costs will be fully funded by State and Federal funding sources that are already included in DMH's and

AD's existing budgets. DMH and AD will not be requesting additional net County cost (NCC) for this action.

3. Authorize and direct the Chief Executive Officer, or her designee, to execute any other ancillary documentation necessary to effectuate the proposed lease amendment and to take actions necessary and appropriate to implement the proposed lease amendment including, without limitation, exercising any early termination rights.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Asian Community Service Center (Center) has been housed in a stand-alone facility at this location since July 1988, when it was originally improved for County use to serve the Asian and Pacific Islander population countywide. The Center is a multicultural, multipurpose service center, which provides bilingual, direct social and mental health services all county residents, with special focus on South Bay area older adults and low-income families.

The Premises houses approximately 85 employees. The current lease term expired on May 2, 2023, and is in holdover with no additional fee charged by the Landlord. Clients for the Center range from children, adolescents, adults, and older adults who need mental health services that have cultural or linguistic needs to older adults and low-income families receiving goods from the food pantry program. The renewal of the proposed lease amendment will allow the DMH and AD to continue to provide bilingual and bicultural mental health and social services for non-English speaking residents within the nearby service areas.

Parking is provided in the facility parking lot. The Premises is in proximity to local public transportation routes.

The proposed lease amendment will enable DMH and AD to avoid immediate interruption of services until more appropriate alternative locations can be found and secured due to growth of the various programs. Due to the direct services of the Center and group activities at the Premises, there are no plans for extensive teleworking or hoteling at the Center.

Approval of the recommended actions will find that the proposed lease amendment is exempt from CEQA and will allow DMH and AD to continue to operate at this location.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan Goal 1 - *"Make Investments That Transform Lives"* - provides that we will aggressively address society's most complicated social, health, and public safety challenges. We want to be a highly responsive organization capable of responding to complex societal challenges – one person at a time.

The proposed lease amendment is also consistent with the Strategic Asset Management Goal – Strengthen connection between service priorities and asset decisions – and Key Objective No. 1. – Maintain Asset Inventory.

The proposed lease amendment supports the above goals and objective by renewing the use of an existing facility that includes proper accommodations for office and ancillary space in a centrally located facility that is accessible for employees and clients until replacement facilities can be secured.

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

FISCAL IMPACT/FINANCING

The estimated maximum first year base rental cost is \$324,000, including parking at no additional cost. DMH will be responsible for up to \$153,000 of the annual base rental cost. The aggregate cost associated with the proposed lease amendment over the entire term, including utilities and taxes, is \$1,270,000 as shown in Enclosure B-1. The lease costs will be fully funded by State and Federal funds. DMH and AD will not be requesting additional NCC for this action.

Sufficient funding to cover the proposed rent for the first year of the proposed lease amendment term is included in the Fiscal Year (FY) 2023-24 Rent Expense budget and will be billed back to DMH and AD. DMH and AD have sufficient funding in their respective FY 2023-24 Operating Budgets to cover the proposed rent for the first year. Future funding for the costs associated with the proposed lease amendment will be requested through the annual budget process for DMH and AD. There is no NCC impact associated with the recommended actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

- Upon commencement of the proposed lease amendment, the annual rental rate will increase from \$271,524 (\$16.78 per square foot, per year) to \$324,000 (\$20.02 per square foot, per year). The base rent includes 30 on-site parking spaces at no additional cost and is subject to annual increases based on the Consumer Price Index capped at 4 percent annually.
- The Landlord is responsible for all operating and maintenance costs of the Premises as well as janitorial expenses, and the County is responsible for utilities, taxes, and interior maintenance. The County is not subject to the building's operating expense increases.
- A comparison of the existing lease and the proposed lease amendment is shown in

Enclosure B-2.

- The County shall have an ongoing right to terminate the lease at any time after the end of the 18th month of the extension term with not less than three months prior written notice.
- Per the existing lease, holdover monthly base rent during the holdover period will be at the same rent at the time of the proposed lease amendment expiration, subject to the regular annual escalations.
- The proposed lease amendment will be effective upon approval by the Board and full execution of the proposed lease amendment.

The Chief Executive Office conducted a market search of available office space for lease but was unable to identify any sites that could accommodate this requirement more economically. Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$22.20 and \$28.80 per square foot, per year. The base annual rental rate of \$20.02 per square foot, per year for the proposed lease amendment represents a rate that is below the market range for the area. Further, the short-term renewal of the lease will avoid a disruption of services until new space(s) can be determined and improved for County use. We recommend the proposed Premises as the most suitable to meet the County's space requirements.

In addition, co-working office space is not programmatically practical for typical Center programs and activities.

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

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

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

ENVIRONMENTAL DOCUMENTATION

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

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

Respectfully submitted,

FESIA A. DAVENPORT
Chief Executive Officer

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

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Aging and Disabilities
Mental Health

**DEPARTMENT OF MENTAL HEALTH
DEPARTMENT OF AGING & DISABILITIES
14112 S. KINGSLEY DRIVE, GARDENA
Asset Management Principles Compliance Form¹**

1. <u>Occupancy</u>		Yes	No	N/A
A	Does lease consolidate administrative functions?			X
B	Does lease co-locate with other functions to better serve clients?	X		
C	Does this lease centralize business support functions?			X
D	Does this lease meet the guideline of 200 sq. ft of space per person? Based on 85 employees, 190 sq. ft. per person due to several interview rooms and a food pantry		X	
E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? 30 parking spaces for a ratio of 2/1,000, which is below the desired allocation and thus the need to relocate.		X	
F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location?	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? The departments are searching for new sites to relocate and there are no capital projects in the search area.		X	
3. <u>Portfolio Management</u>				
A	Did department utilize 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?			X
	1. ____ The program clientele requires a "stand alone" facility.			
	2. ____ No suitable County occupied properties in project area.			
	3. <u>X</u> No County-owned facilities available for the project.			
	4. ____ Could not get City clearance or approval.			
	5. <u>X</u> The Program is being co-located.			
E	Is lease a full-service lease? This is a modified-gross lease; County pays utilities and taxes.		X	
F	Has growth projection been considered in space request?	X		
G	¹ Has the Dept. of Public Works completed seismic review/approval?	X		
¹ As approved by the Board of Supervisors 11/17/98				
² If not, why not?				

COMPARISON OF THE PROPOSED LEASE AMENDMENT TO EXISTING LEASE

	Existing Lease: 14112 S. Kingsley Drive Gardena	Proposed Amendment: 14112 S. Kingsley Drive, Gardena	Change
Area (Square Feet)	16,180 sq.ft.	16,180 sq.ft.	None
Term (years)	7 years	3 years	-4 years
Annual Base Rent (Base rent includes 30 parking spaces)	\$22,627	\$27,000	+\$4,373 annually
County's TI Cost	None	None	None
Annual Parking Cost	Included	Included	None
Janitorial/Maintenance Costs	Included	Included	None
Utility Expense ⁽¹⁾	\$56,225	\$56,255	None
Tax Reimbursement ⁽²⁾	\$29,394	\$29,394	None
Total Annual Lease Costs payable to Landlord	\$52,021	\$56,394	+\$4,373 annually
Rental rate adjustment	Annual CPI adjustments capped at 3 percent with no minimum.	Annual CPI adjustments capped at 4 percent with no minimum.	Annual CPI adjustments capped at 4 percent with no minimum.

⁽¹⁾ Based on previous year's costs, future amounts subject to change.

⁽²⁾ Taxes reimbursed of \$29,394 for FY 2022-23, future amounts subject to change.

OVERVIEW OF THE PROPOSED BUDGETED LEASE COSTS

**14112 S. Kingsley Drive, Gardena
Department of Mental Health / Aging & Disabilities**

Basic Lease Assumptions

Leased Area (sq.ft.)	16,180	
	Monthly	Annual
Rent (per sq. ft.) ⁽¹⁾	\$1.67	\$20.02
Rent Amount (\$)*	\$27,000	\$324,000
Term (Month/Years)	36 mos.	3 yrs
Annual Rent Adjustment	4%	

	1 st Year	2 nd Year	3 rd Year	Total 3 Year Rental Costs
Annual Base Rent Costs ⁽¹⁾	\$324,000	\$336,960	\$350,438	\$1,012,000
Utility Costs ⁽²⁾	\$56,225	\$56,225	\$56,225	\$169,000
Taxes ⁽³⁾	\$29,394	\$29,394	\$29,394	\$89,000
Total Annual Lease Costs	\$409,620	\$422,580	\$436,058	\$1,270,000

Footnotes

⁽¹⁾ The Base Rent is subject to annual Consumer Price Index adjustments with a maximum cap of four percent (4%) per annum.

⁽²⁾ Tenant is responsible for utility costs which include electricity, water, gas, and sewer. The costs shown above are an estimation based on the billing period: Electrical billing period is September 2021-September 2022; gas & water billing period is May 2021- May 2022; and sewer billing period is April 2021-April 2022. All costs are subject to change.

⁽³⁾ Property taxes include bi-annual payments of \$14,697.22 for '22-'23.

* The monthly rent is based on \$27,000 per month rate rather than the usual price per square foot rate.

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

**DEPARTMENT OF MENTAL HEALTH
DEPARTMENT OF AGING & DISABILITIES
SPACE SEARCH – GARDENA VICINITY**

Laco	Name	Address	Gross SF	Net SF	Ownership	VACANT SQFT
6330	INGLEWOOD COURTHOUSE	1 E REGENT ST, INGLEWOOD 90301	140,674	89,483	SUPERIOR COURTS	NONE
X301	LOS ANGELES AIRPORT COURTHOUSE	11701 S LA CIENEGA BLVD, LOS ANGELES 90045	292,000	157,380	SUPERIOR COURTS	NONE
A071	PH - WEST DISTRICT OFFICE	6101 W CENTINELA AVE, CULVER CITY 90230	8,912	8,466	LEASED	NONE
A378	DPSS - AIRPORT/WESTSIDE GAIN REGION I OFFICE	5200 W CENTURY BLVD, WESTCHESTER 90045	50,147	47,640	LEASED	NONE
A437	DCFS - WATERIDGE (SPA 6)	5100 W GOLDLEAF CIR, BUILDING C, LOS ANGELES 90056	52,370	46,086	LEASED	NONE
B006	FIRE - PREVENTION BUREAU - WEST METRO OFFICE	6167 BRISTOL PKWY, CULVER CITY 90230	3,426	3,255	LEASED	NONE
A242	DPSS - MEDICAL INGLEWOOD OFFICE/PUBLIC HEALTH SERVICES	9800 S LA CIENEGA BLVD, INGLEWOOD 90301	59,069	56,116	LEASED	NONE
5933	PH - CURTIS TUCKER PUBLIC HEALTH CENTER	123 W MANCHESTER BLVD, INGLEWOOD 90301	28,734	16,828	OWNED	NONE
6304	PROBATION - CRENSHAW AREA OFFICE	3606 W EXPOSITION BLVD, LOS ANGELES 90016	19,112	14,020	OWNED	NONE
13	PW ROAD - DIV #233/333/433 YARD OFFICE	5530 W 83RD ST, WESTCHESTER 90045	2,400	2,160	OWNED	NONE
3776	CULVER CITY COURTHOUSE	4130 OVERLAND AVE, CULVER CITY 90230	21,568	11,155	OWNED	NONE

FACILITY LOCATION POLICY ANALYSIS

Proposed lease: Proposed three-year lease amendment for the Department of Mental Health (DMH) and Aging & Disabilities (AD) – 14112 S. Kingsley Drive, Gardena within the Second Supervisorial District.

A. Establish Service Function Category – Regional and public service function

B. Determination of the Service Area – The proposed lease amendment will provide a three-year lease extension for an existing Senior Center within Service Area 8.

C. Apply Location Selection Criteria to Service Area Data

- Need for proximity to service area and population: DMH and AD programs are most effective when located in the same geographic area as their consumers, providers and stakeholders. This location meets the service area criteria and remains in the desired area.
- Need for proximity to existing County facilities: Close to several other County departments including the Departments of Mental Health, Children and Family Services, and Fire.
- Need for proximity to Los Angeles Civic Center: N/A
- Economic Development Potential: N/A
- Proximity to public transportation: The location is easily accessible to the 110 and 105 freeways and adequately served by local bus transit services in the Gardena vicinity.
- 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: Located within a long-standing commercial building.
- Compatibility with local land use plans: The City of Gardena has been notified of the proposed County use which is consistent with its use and zoning for office space at this location.
- Estimated acquisition/construction and ongoing operational costs: The aggregate cost associated with the proposed lease amendment over the entire term is \$1,270,000.

D. Analyze results and identify location alternatives

It has been established that the annual rental range for a comparable lease in the area is between \$22.20-\$28.80 per square foot, per year. The base annual rental rate of \$20.02 per square foot, per year for the proposed lease amendment represents a rate that is below the market range for the area.

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

The proposed lease amendment will provide adequate and efficient office space for 85 employees consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012. There are no available buildings in the area that meet the Departments' requirements.

**AMENDMENT NO. 3 TO LEASE NO. 75314
DEPARTMENT OF MENTAL HEALTH
DEPARTMENT OF AGING AND DISABILITIES
14112 SOUTH KINGSLEY DRIVE, GARDENA**

This **AMENDMENT NO. 3 TO LEASE NO. 75314** ("**Third Amendment**" or "**Amendment No. 3**") is made, entered and dated as of this _____ of _____, 2023, by and between **Z-7 PROPERTIES, LTD.**, a California limited partnership ("**Lessor**") and the **COUNTY OF LOS ANGELES**, a body corporate and politic ("**Lessee**").

RECITALS:

A. WHEREAS, Lease No. 75314 ("**Original Lease**") was executed by and between Lessor and Lessee on June 14, 2005, as amended by that certain Amendment No. 1 to Lease dated January 18, 2011 ("**Amendment No. 1**"), and as amended by that certain Amendment No. 2 to Lease dated May 3, 2016 ("**Amendment No. 2**"), wherein collectively the Lease, Amendment No. 1 to Lease, and Amendment No. 2 to Lease shall collectively be referred to herein as the "**Lease**"; whereby the Lessor leased to Lessee those certain premises containing approximately 16,180 rentable square feet of office space in a building located at 14112 S. Kingsley Drive, Gardena, ("**Premises**"), for an initial term of five (5) years, which was extended for an additional five (5) and seven (7) years, respectively, and;

B. WHEREAS, Lessor and Lessee further desire to extend the Lease Term and amend the Lease under this Amendment No. 3, and;

C. WHEREAS, the terms of this Amendment No. 3 shall not become effective until such time this Amendment No. 3 is executed by all the parties herein.

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby deemed a contractual part hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the rents, covenants and agreements herein contained, Lessor and Lessee hereby covenant and agree to amend the Lease as follows:

AGREEMENTS

1. **TERM**. Effective upon execution of this Amendment No. 3 by the parties hereto, Paragraph 2, A, ORIGINAL TERM, is amended by the addition of the following:

"The Third Extended Term of this Lease shall be three (3) years commencing upon the full execution of this Amendment No. 3 ("**Third Extension Commencement Date**") and terminating on the last day of the third anniversary following the Third Extension Commencement Date, unless otherwise extended or renewed, or terminated earlier in accordance with the conditions and provisions contained herein or in future amendment(s) executed in writing between the Lessor and Lessee. The period of time commencing on the Third Extension Commencement Date and terminating on the last day of the third anniversary following the Extension Commencement Date shall be referred to herein as the "**Third Extension Term**". Notwithstanding any language to the contrary contained within this Lease, Lessee no longer has any option(s) to renew the Term of the Lease.

2. **RENT**. Effective upon execution of this Amendment No. 3 by the parties hereto, and for the Third Extension Term hereof but not retroactively, Paragraph 3, RENT, is hereby deleted in its entirety and following is substituted therefor:

"Lessee hereby agrees to pay as rent for the Premises during the Third Extension Term the sum of Twenty-Seven Thousand and 00/100 dollars (\$27,000.00) per month (i.e., One Dollar Sixty-seven cents (\$1.67) per rentable square foot per month), for 16,180 square feet of office space and thirty (30) parking spaces payable in advance by Auditor's General Warrant. Rental payments shall be payable within fifteen (15) days after the first day of each and every month of the Third Extension Term, provided Lessor has caused a claim therefor for each such month to be filed with the Auditor of the County of Los Angeles prior to the first day of each month."

3. **RENTAL ADJUSTMENTS.** Effective upon execution of this Amendment No. 3 by the parties hereto, and for the Third Extension Term hereof but not retroactively, Paragraph 27, RENTAL ADJUSTMENTS, is hereby amended as follows:

"Effective upon execution of this Amendment No. 3, Paragraph 27, RENTAL ADJUSTMENTS, is hereby amended so as to replace the existing sum of Sixteen Thousand Three Hundred Forty-One Dollars and Eighty Cents (\$16,341.80) by substituting therefor the sum of Twenty-Seven Thousand and 00/100 Dollars (\$27,000.00)."

Further, Paragraph 27, Subparagraph C (General Provisions), is amended by deleting the first sub-paragraph in its entirety and substituting the following therefor:

"In no event shall the monthly rent adjustment based on the CPI formula set forth in Paragraph 27, B, result in an annual increase greater than four (4%) per year of the monthly base year rent of \$27,000.00 (i.e., \$1,080.00 per month, annually)."

4. **CANCELLATION.** Effective upon execution of this Amendment No. 3 by the parties hereto, Paragraph 5, CANCELLATION, is hereby deleted in its entirety and the following is substituted therefor:

"Lessee shall have a continuous right to cancel this Lease with regard to the Premises at or any time after the eighteenth month (18th) of the Third Extension Term by providing Lessor not less than three (3) month's prior written notice by Chief Executive Office letter."

5. **HOLDOVER.** Effective upon execution of this Amendment No. 3 by the parties hereto, Paragraph 6, HOLDOVER, is hereby deleted in its entirety and the following is substituted therefor:

"In the event Lessee holds over beyond the end of the term provided, such tenancy shall be subject to the terms and conditions of this Lease, but shall not be a renewal hereof, and the rent shall be at the rate prevailing under the terms of this Lease, including applicable rent adjustments related thereto. Either party may during the holdover period cancel this Lease by given the other party not less than sixty (60) days prior written notice."

6. **NOTICES.** Effective upon execution of this Amendment No. 3 by the parties hereto, Paragraph 15, NOTICES, is hereby amended to replace the existing Lessee notification address is as follows:

County of Los Angeles
Chief Executive Office, Real Estate Division
320 West Temple Street, 7th Floor
Los Angeles, CA 900012

7. **SMOKING PROHIBITION.** Lessor shall require that the Building comply with the Los Angeles County Smoking Ordinance found in the Los Angeles County, California Code of Ordinances, Title 2 – Administration, Chapter 2.126.

8. **LESSOR AUTHORITY.** Lessor represents and warrants that the signatories for Lessor have the power and authority to execute this Amendment No. 3 upon the terms and conditions stated herein, and each agrees to indemnify and hold harmless Lessee from all damages, costs, and expenses, which result from a breach of this representation.

9. **RATIFICATION; NO DEFAULT.** Notwithstanding anything to the contrary herein, except as specifically amended or modified herein, each and every term, covenant, and condition of the Lease, as amended, hereby is ratified and shall remain in full force and effect. Lessor represents and warrants that as of the date hereof that (a) no defenses or offsets exist to the enforcement of the Lease by Lessor, (b) neither Lessee nor Lessor is in default in the performance of the Lease or any provisions contained therein, (c) neither Lessee nor Lessor has committed any breach of the Lease, nor has any default occurred which, with the passage of time or the giving of notice or both, would constitute a default or a breach by Lessee or Lessor under the Lease. In the event of a conflict between the Lease and this Amendment No. 3, the terms of this Amendment No. 3 shall control.

10. **INCONSISTENCIES.** To the extent the terms of this Amendment No. 3 are inconsistent with the terms of the Lease, the terms of this Amendment No. 3 shall control. As the context requires, all references to the "**Lease**" in this Amendment No. 3 shall mean the Lease as amended hereby. In the event of a conflict between the Lease and this Amendment No. 3, the terms of this Amendment No. 3 shall control. The covenants, agreements, terms and conditions contained in this Amendment No. 3 shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

11. **GOVERNING LAW AND VENUE.** This Amendment No. 3 shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Amendment No. 3 shall be conducted in the County of Los Angeles, State of California.

12. **COUNTERPARTS; ELECTRONIC SIGNATURES.** This Amendment No. 3 and any other document necessary for the consummation of the transaction contemplated by this Amendment No. 3 may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Amendment No. 3 and electronic signatures,

facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Amendment No. 3 had been delivered had been signed using a handwritten signature. Lessor and Lessee (i) agree that an electronic signature, whether digital or encrypted, of a party to this Amendment No. 3 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 No. 3 based on the foregoing forms of signature. If this Amendment No. 3 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, Lessor has executed this Amendment No. 3, or caused it to be duly executed, and the County of Los Angeles by the order of the Board of Supervisors, has caused Amendment No. 3 to be executed on its behalf and attested by the Clerk thereof on the day, month, and year first above written.

LANDLORD:

Z-7 PROPERTIES, LTD.,
a California limited partnership

By: Allan W. Ziman
Name: Allan W. Ziman
Title: Managing Gen Ptnr

LESSEE:

COUNTY OF LOS ANGELES,
a body politic and corporate

FESIA A. DAVENPORT
Chief Executive Officer

By: _____
John T. Cooke
Assistant Chief Executive Officer

ATTEST:

DEAN C. LOGAN
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