



County of Los Angeles
Chief Executive Office

PUBLIC SAFETY CLUSTER AGENDA REVIEW MEETING

FESIA A. DAVENPORT
Acting Chief Executive Officer

DATE: Wednesday, December 9, 2020
TIME: 10:00 a.m.

**DUE TO CLOSURE OF ALL COUNTY BUILDING, TO PARTICIPATE IN THE MEETING CALL
TELECONFERENCE NUMBER: (323) 776-6996 ID: 815243833#**

REVISED

AGENDA

Members of the Public may address the Public Safety Cluster on any agenda item by submitting a written request prior to the meeting. Two (2) minutes are allowed per person in total for each item.

1. CALL TO ORDER

2. GENERAL PUBLIC COMMENT

3. INFORMATIONAL ITEM(S) [Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:

- A.** Board Letter:
CONSTRUCTION CONTRACT - CONSTRUCTION MANAGEMENT CORE SERVICE
AREA PITCHESS DETENTION CENTER CLASS III LANDFILL CLOSURE PROJECT
Speaker(s): Alicia Ramos (Public Works) and Alisa Chepeian (CEO)

4. PRESENTATION/DISCUSSION ITEM(S):

- A.** Board Letter:
ADOPT AMENDED RESOLUTION TO AUTHORIZE PARTICIPATION IN THE
CALIFORNIA BOATING SAFETY AND ENFORCEMENT FINANCIAL AID PROGRAM
Speaker(s): Anthony Marrone and Christopher Anderson (Fire)
- B.** Board Letter:
NINE-YEAR LEASE – PROBATION DEPARTMENT 2934 EAST GARVEY AVENUE
SOUTH, WEST COVINA
Speaker(s): Mike Navarro (CEO)
- C.** Board Briefing:
DISCUSSION ON THE FINAL APPROVAL OF THE FOUR AT LARGE MEMBERS FOR
THE PROBATION OVERSIGHT COMMISSION
Speaker(s): Twila Kerr (Board of Supervisors, Executive Office)

Wednesday, December 9, 2020

- D. Board Letter:
LOS ANGELES COMMUNITY COLLEGE DISTRICT CONTRACT STATUS BRIEFING
Speaker(s): Sergio Escobedo (Sheriff), Bryan Aguilera (Sheriff)

5. PUBLIC COMMENTS

6. ADJOURNMENT

7. UPCOMING ITEMS:

- A. NONE

IF YOU WOULD LIKE TO EMAIL A COMMENT ON AN ITEM ON THE PUBLIC SAFETY CLUSTER AGENDA, PLEASE USE THE FOLLOWING EMAIL AND INCLUDE THE AGENDA NUMBER YOU ARE COMMENTING ON:

PUBLIC_SAFETY_COMMENTS@CEO.LACOUNTY.GOV

BOARD LETTER/MEMO – FACT SHEET PUBLIC SAFETY CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

OPS CLUSTER AGENDA REVIEW DATE	12/9/2020	
BOARD MEETING	1/5/2021	
DELEGATED AUTHORITY BOARD LETTER	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	5	
DEPARTMENT	Public Works	
SUBJECT	PETER PITCHESS DETENTION CENTER CLASS III LANDFILL CLOSURE PROJECT	
PROGRAM		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	If not approved in January 2021, the State will apply penalties.	
COST & FUNDING	Total cost: \$11,900,000	Funding source: CP 86575; SH Pitchess Landfill Trust Fund
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	Adopt Mitigated Negative Declaration, Award Consultant Services Agreement, Approve Project Budget and Appropriation Adjustment and Adopt, Advertise and Award Construction Contract	
BACKGROUND (include internal/external issues that may exist)	The Pitchess Detention Center Landfill ceased operation in 1993. In order to complete the formal closure of the landfill and meet the requirements of the governing agency CalRecycle, a landfill cover system must be installed. Approving the recommendations will allow the County to provide the required cover system as well as all other criteria to execute the project.	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: Alicia Ramos, (626) 300-2344, aramos@dpw.lacounty.gov Alisa Chepeian (213) 974-4266, Senior Analyst, CEO, achepeian@ceo.lacounty.gov	

January 5, 2021

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
PITCHESS DETENTION CENTER
CLASS III LANDFILL CLOSURE PROJECT
CLOSURE CONSTRUCTION CONTRACT
ADOPT MITIGATED NEGATIVE DECLARATION,
AWARD CONSULTANT SERVICES AGREEMENT,
APPROVE PROJECT BUDGET, AND APPROPRIATION ADJUSTMENT
ADOPT, ADVERTISE, AND AWARD
SPECS 5703; CAPITAL PROJECT NO. 86575
(SUPERVISORIAL DISTRICT 5)
(4 VOTES)**

SUBJECT

Public Works is seeking Board-approval to approve the Pitchess Detention Center Class III Landfill Closure Project, the environmental findings, an Appropriation Adjustment, authorize Sheriff's Department to execute consultant services agreement, approve the total project budget, adopt plans and specifications, allow for construction bids, and authorize the Director of Public Works to award a construction contract.

IT IS RECOMMENDED THAT THE BOARD:

1. Consider the Mitigated Negative Declaration for the Pitchess Detention Center Class III Landfill Closure Project, together with any comments received during the public review process, find that the Mitigated Negative Declaration reflects the independent judgement and analysis of the Board of Supervisors; adopt the mitigation monitoring plan, finding that the mitigation monitoring plan is adequately designed to ensure compliance with the mitigation measures during project implementation, find on the basis of the whole record before the Board of Supervisors that there is no substantial evidence the project may have a significant effect on the environment, and adopt the Mitigated Negative Declaration.

2. Approve the attached Appropriation Adjustment to transfer \$2,600,000 from the Various-Refurbishment-Mitigation/Remediation Project, Capital Project No. 86612; and increase appropriation and revenue, in the amount of \$4,600,000 offset with Peter Pitchess Detention Center Class III Landfill Closure Project, Capital Project No. 86575, to fully fund the project.
3. Approve the proposed Pitchess Detention Center Class III Landfill Closure Project, Capital Project No. 86575 with a project budget of \$11,900,000.
4. Adopt plans and specifications that are on file with Public Works for construction activities to formally close the Pitchess Detention Center Class III Landfill, per the requirements of Title 27 California Code of Regulations.
5. Instruct the Executive Office of the Board of Supervisors to advertise the Pitchess Detention Center Class III Landfill Closure Project for bids to be received and opened on March 8, 2021, in accordance with the Instruction Sheet for Publishing Legal Advertisements.
6. Authorize the Director of Public Works or his designee to execute a consultant services agreement with the apparent lowest responsive and responsible bidder to prepare a baseline construction schedule, submittal list, schedule of values, and Storm Water Pollution Prevention Plan for a \$10,000 not-to-exceed amount funded by the project.
7. Delegate authority to the Director of Public Works or his designee to make the determination that a bid is nonresponsive, and to reject a bid on that basis; to waive inconsequential and nonmaterial deficiencies in bids submitted; and to determine, in accordance with the applicable contract and bid documents, whether the apparent lowest responsive and responsible bidder has timely prepared a satisfactory baseline construction schedule and satisfied all conditions for contract award. Upon such determination, authorize the Director of Public Works or his designee to award and execute a construction contract, in the form previously approved by County Counsel, to the apparent lowest responsive and responsible bidder, if the low bid, including bid alternatives, can be awarded within the approved total project budget, and to take all other actions necessary and appropriate to deliver the project.
8. Approve and authorize the Sheriff or his designee to execute a consultant services agreement with Civil Environmental Survey Group to provide on-call postclosure maintenance, monitoring, architectural/engineering and support

services, for the Pitchess Detention Center Class III Landfill Project for a not-to-exceed amount of \$500,000, for a three-year term, plus two one-year extension options, to be exercised at the sole discretion of the Sheriff. The term shall commence on the date of the full execution of the contract and shall extend for a period of three years from such commencement date. Where services for a given project have been authorized in writing by the County but are not completed by the consultant prior to the stated expiration date, the expiration date will be automatically extended solely to allow for the completion of such services.

9. With respect to the consultant services agreement with Civil Environmental Survey Group, delegate authority to the Sheriff or his designee to:
 - a. Authorize additional services and extend the contract expiration date as necessary to complete those additional services when they are: previously unforeseen; related to a previously assigned scope of work on a given project, and; are necessary for the completion of that given project.
 - b. Supplement the initial not-to-exceed amount of \$500,000 by up to 25 percent of the original contract amount based on workload requirements.
 - c. Execute the two, 1-year extension options.

PURPOSE AND JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action will adopt the Mitigated Negative Declaration (MND) and Mitigation Monitoring Plan, approve the proposed project and project budget, adopt plans and specifications, advertise for construction bids, and authorize Public Works to award and execute a construction contract for the project. Recommended action will also approve a consultant services agreement with Civil Environmental Survey Group (CES) for on-call postclosure maintenance, monitoring, architectural and engineering services, and various associated support services for the Pitchess Detention Center Class III (PDC) Landfill Closure Project. In addition, the recommended consultant services agreement will provide the Sheriff's Department the ability to provide timely compliance with State regulations for postclosure monitoring and maintenance of the PDC Landfill.

Background

The proposed project is located at the PDC, 29300 The Old Road, in the unincorporated County area of Castaic. This inactive landfill area is approximately 15 acres of open space located at the eastern end of PDC. Between 1958 and 1993, the landfill was

used for disposal of nonhazardous household refuse generated by custody operations and waste from adjacent farming activities. The PDC landfill stopped receiving refuse in the year 1993, and a soil cover was placed over the refuse and waste.

California Code of Regulations Title 27 (Title 27) governs the operation, maintenance, and closure of landfills. These regulations are enforced by CalRecycle and the California Regional Water Quality Control Board, Los Angeles Region (Water Board), which require the County to close the PDC Landfill in conformance with Title 27 requirements.

CalRecycle is the California State agency that regulates and oversees all solid waste facilities in California under Title 27. CalRecycle is also the lead enforcement agency in charge of landfill closures and postclosure maintenance. The County's Public Health Department's Solid Waste Management Division is the Local Enforcement Agency (LEA) for CalRecycle and conducts bi-annual inspections of the PDC Landfill, provides guidance to the Sheriff's Department on PDC Landfill Closure activities, and reports to CalRecycle for which the Sheriff's Department has been coordinating with from the start of the PDC Landfill closure activities.

On October 8, 2003, the Board of Supervisors established a Trust Fund for the project, to provide assurance of funds for closure activities and postclosure maintenance of the PDC Landfill, in order to meet CalRecycle requirements.

On December 19, 2006, the Board authorized the Sheriff's Department to execute a consultant services agreement with Tetra Tech BAS (TTBAS) to prepare an Amendment to the previously approved 1998 project closure plan. The Amendment incorporated an alternative landfill cover design that was required by the Water Board.

TTBAS completed the required Final Closure/Post-Closure Maintenance Plan (FCPCMP) in 2007 and copies of the amended project were forwarded to the Water Board, CalRecycle, and the LEA for review and approval. The Sheriff's Department and TTBAS subsequently revised and updated the FCPCMP as required by the regulatory agencies. During this period, the Sheriff's Department continued to conduct groundwater and soil vapor sampling, testing, and reporting in accordance with compliance requirements, and Public Works prepared the MND. On October 29, 2019, CalRecycle approved the revised FCPCMP. The approval followed prerequisite approvals from the Water Board and LEA.

On October 6, 2015, the Board approved an Amendment to the TTBAS (formerly BAS) Consultant Services Agreement to develop additional cost saving refinements into the closure construction plan, update the cost estimates for closure and postclosure maintenance, and complete the requirements outlined by the jurisdictional agencies for the closure design plans and specifications.

TTBAS has completed plans, specifications, and obtained jurisdictional approvals for the project.

Project Description

In order to complete the formal closure of the landfill, CalRecycle requires the installation of a landfill cover system. The proposed project will provide a State-approved landfill cover system including, but not limited to, utilizing onsite borrowed soils, permanent run-on/run-off drainage control facilities, a paved access road, a landfill gas probe monitoring system, and various landfill appurtenances.

To meet the closure requirements, it is recommended that the Board authorize the Director of Public Works to award and execute a construction contract with the lowest responsive and responsible bidder if the low bid, including any additive alternates, can be awarded within the total approved construction budget of \$6,489,000.

Further, the proposed consultant services agreement requires the apparent lowest responsive and responsible bidder to prepare a baseline construction schedule, SWPPP, schedule of values, and submittal list, which conform to the County of Los Angeles project specifications. Construction is anticipated to begin in June 2021 and substantially completed by November 2021. Approval of the recommendations will allow the County to meet full compliance with the Title 27 landfill closure requirements.

Title 27 also requires that owner/operators of closed landfills maintain those sites in accordance with an approved FCPCMP for a period of 30 years after the approval of closure. The Sheriff's Department has completed the FCPCMP for the PDC Landfill using a Board-approved consultant services agreement with TTBAS, and the FCPCMP has been approved by CalRecycle, as required by Title 27. The Sheriff's Department, working with Public Works Business Relations and Contracts Division, conducted a Request for Proposal (RFP) process, and selected CES as the most qualified consultant to provide monitoring and as-needed engineering services in order to comply with the requirements of the FCPCMP. Approval of the recommended action to authorize the Sheriff, or his designee, to execute a Consultant Services Agreement with CES for a not-to-exceed amount of \$500,000 will allow the Sheriff's Department to maintain

compliance with the approved FCPCMP. This consultant services agreement will be funded from Capital Project No. 86575, which will be reimbursed from the Trust Fund as expenditures are made, in accordance with previously mentioned 2003 Financial Resolution.

In order to ensure that the project is moving forward in strict accordance with the requirements of Title 27, the Sheriff's Department has been providing site maintenance, regularly groundwater monitoring and reporting groundwater chemical constituents that have consistently remained below actionable thresholds. Approval of the recommendations will allow the Sheriff's Department to come into full compliance with the Title 27 landfill closure requirements and maintain compliance through the postclosure maintenance period.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy II.3, Make Environmental Sustainability our Daily Reality and Objective; Strategy II.3.2, Foster a Cleaner More Efficient, and More Resilient Energy System; Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, Objective; and Strategy III.3.2, Manage and Maximize County Assets. The contractor possessing the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner will support the Sheriff in meeting these goals.

FISCAL IMPACT/FINANCING

The total project cost is anticipated to be \$11,900,000 (Enclosure A). The Appropriation Adjustment (Enclosure B) will transfer \$2,600,000 from Various-Refurbishment-Mitigation/Remediation, Capital Project No. 86612; and increase appropriation and revenue in the amount of \$4,600,000 offset with revenue from Peter Pitchess Detention Center Class III Landfill Closure Project/Postclosure Trust Fund (SC4) (Trust Fund) to fully fund the Pitchess Honor Ranch Landfill Closure Maintenance Project, Capital Project No. 86575. The \$2,400,000 of the Trust Funds are designated for closure activities, and the remaining \$2,200,000 for the postclosure maintenance activities.

The consultant services agreement for postclosure maintenance specifies an initial term of three years, plus two, one-year extensions, and a not-to-exceed amount of \$500,000.

Operating Budget Impact

Following the completion of closure construction activities, the Sheriff's Department will be responsible for postclosure maintenance of the PDC Landfill in accordance with the approved FCPCMP. The FCPCMP provides an estimate of approximately \$60,000 for annual maintenance costs. The current Trust Fund balance identified for postclosure maintenance is approximately \$2,200,000, which is sufficient to fund postclosure maintenance activities for the required 30-year postclosure maintenance period.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The PDC Landfill Closure project is exempt from the Civic Art fund as the project is primarily underground work.

Separate standard contracts will be used for closure construction activities (managed by Public Works) and postclosure maintenance activities (managed by the Sheriff's Department). Both contracts will contain terms and conditions in compliance with Chief Executive Office, and in support of the Board's approved ordinances and policies including, but not limited to, the 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), and consultant/subconsultant utilization of Local Small Business Enterprises, Disabled Veterans Business Enterprises, and Social Enterprise Businesses).

In accordance with the Board's consolidated Local and Targeted Worker Hire Policy adopted on September 6, 2016, and amended June 11, 2019, both contracts will require that at least 30 percent of the total California craft worker hours for construction of the project be performed by Local Residents and at least 10 percent be performed by Targeted Workers facing employment barriers.

Prior to execution of the contracts, Public Works will ensure that the contractors have submitted acceptable performance and payment bonds and evidence of required contractor insurance.

Both contracts will also be in forms previously approved by County Counsel. The standard Board-directed clauses that provide for contract termination, renegotiation, and hiring qualified displaced County employees will also be included in both contracts.

In order to ensure that the project is moving forward in strict accordance with the requirements of Title 27, the Sheriff's Department is working with CalRecycle, the Water Board, and the LEA. Site maintenance and groundwater monitoring and reporting have been ongoing, and groundwater chemical constituents have consistently remained below actionable thresholds.

The plans and specifications include the contractual provisions, method, and material requirements necessary for this project and are on file with Public Works, Business Relations and Contracts Division.

ENVIRONMENTAL DOCUMENTATION

An Initial Study (Enclosure D) was prepared for this project in compliance with the California Environmental Quality Act (CEQA). The Initial Study identified the following potential significant environmental effects of the proposed project: Air Quality, Biological Resources, Cultural Resources, Paleontological Resources, and Noise and Tribal Cultural Resources. However, prior to the release of the proposed MND for public view, revisions to the project were made or agreed to that would avoid these effects or mitigate them to a point where clearly no significant effects would occur, as follows:

1. Air Quality: County will require the construction contractor to implement measures to reduce the maximum emissions from project construction.
2. Biological Resources: Preconstruction surveys will be conducted and documented for Federal and State cited special status plants, nesting birds, raptors, terrestrial reptiles, and amphibians by qualified biologists. If any impacts to any biological resources cannot be avoided, the appropriate measures set forth in the MND will be implemented
3. Cultural Resources: Should cultural resources be encountered during construction activities; a qualified archaeologist will follow the measures set forth in the MND to treat the discovery. Should human remains be encountered, Pitchess Detention Center Operations and the County Coroner will be notified of the discovery. The County will follow the measures set forth in the MND.
4. Paleontological Resources: A monitor that meets Society of Vertebrate Paleontology (2010) qualifications shall be available on an on-call basis for all ground disturbing activities within native soils. In the event that unanticipated paleontological resources or unique geologic resources are encountered during

ground-disturbing activities, the paleontologist will be notified, and the measures set forth in the MND will be implemented.

5. Noise: All noise-producing construction equipment and vehicles using internal combustion engines will be equipped with noise-reducing features. The use of noise-producing signals, including horns, whistles, alarms, and bells, will be limited to safety warning purposes only.
6. Tribal Cultural Resources: A professional Native American monitor from the Fernandeano Tataviam Band of Mission Indians (FTBMI) will be retained by the County during excavation in borrowed areas to identify and document any tribal cultural resources encountered. A qualified archaeologist may also be needed to assess the significance of any cultural resources encountered. Prior to any action being taken, the tribes and lead agency shall consult in order to discuss recommendations for the treatment of the find(s).

The Initial Study and project revisions showed that there is no substantial evidence, in light of the whole record before the County, that the project, as revised, may have a significant effect on the environment. Based on the Initial Study and project revisions, an MND was prepared for this project.

Public Notice was published in The Signal newspaper on March 27, 2018, pursuant to Public Resources Code Section 21092 and posted at the Registrar-Recorder/County Clerk's office pursuant to Public Resources Code Section 21092.3. The draft MND was posted online on the Public Works web page at: <ftp://dpwftp.co.la.ca.us/pub/pmd/PDCLandfilClosure>. The Notice of Intent was also sent to 11 public agencies under CEQA.

Notice to commenting public agencies was completed in accordance with Section 21092.5 of the California Public Resources Code. A total of four responses were received from public agencies. Two of the four responses contained no comments regarding the MND. CalRecycle submitted comments that proposed coordination with CalRecycle. The County responded that it was already coordinating with CalRecycle. The California Department of Fish and Wildlife submitted comments suggesting that the County take steps to protect the California gnatcatcher, burrowing owl, western spadefoot and American badgers. The County responded by adopting additional protection where appropriate.

Responses to the comments were sent to the comment agencies and are included in the final MND at Appendix H (enclosed).

Other than the comments submitted by the public agencies, the County received no other comments regarding the MND.

In addition, all tribal cultural resources requirements of CEQA have been met and will be documented.

On February 2, 2017, the FTBML requested consultation on the project. On March 29, 2017, County representatives from Public Works and Sheriff's Department met with the representative of FTBML as part of the consultation and received a request for the presence of Native American Monitors during initial excavation at the borrowed areas. The request has been addressed in the MND and consultation has been completed through agreement.

The location of the documents and other materials constituting the record of the proceedings, upon which the Board's decision is based in this matter, is the Los Angeles County Public Works Department, Project Management Division I, 900 South Fremont Avenue, 5th Floor, Alhambra CA 91803.

The project is not exempt from payment of a fee to the California Department of Fish and Wildlife pursuant to Fish and Game Code Section 711.4 to defray the costs of fish and wildlife protection and management incurred by them.

Upon the Board's adoption of the MND, Public Works will file a Notice of Determination in accordance with Section 21152 of the California Public Resources Code and pay the required filing and processing fees with the Registrar-Recorder/County Clerk for \$2,481.75.

CONTRACTING PROCESS

Post-Closure Construction Contract

Advertising for construction bids will be in accordance with the enclosed County's standard Instruction Sheet for Publishing Legal Advertisements (Enclosure C).

As requested by the Board on February 3, 1998, this contract opportunity will be listed on the "Doing Business with Us" and "Do Business with Public Works" websites. Public Works will also inform the local small business enterprises about this business

opportunity for those certified by the County's Department of Consumer and Business Affairs.

Participation by Community Business Enterprises (CBE) in the project is encouraged through Public Works' CBE Outreach Program and by monitoring the good faith efforts of bidders to utilize CBE.

Post-Closure Maintenance Contract

On June 5, 2019, a notice of the RFP was placed on the County's "Doing Business with Us" and "Do Business with Public Works" websites, and advertisements were placed in the *Los Angeles Daily Journal*, *Los Angeles Sentinel*, and *La Opinión*. Also, Public Works informed the Local Small Business Enterprises about this business opportunity. A total of five firms registered on the Public Works' website for the RFP.

The RFP informed bidders the objective of the solicitation was to select a firm that is best qualified to deliver the project's Scope of Work, including, but not limited to postclosure maintenance, groundwater monitoring, gas probe network monitoring, reporting, and on-call engineering consultant services for a Class III landfill. The RFP also informed bidders of the consultant selection process, including an initial assessment by Public Works of bidders' minimum mandatory qualifications, a detailed assessment by an Evaluation Committee of bidders' proposal utilization of a Public Works rating system, an opportunity for each bidder to present their proposal to the Evaluation Committee, and an opportunity for each bidder to be interviewed by the Evaluation Committee. Bidders were informed the selection process would conclude with a recommendation from the Evaluation Committee to Public Works, to select a firm based on qualifications, demonstrated competence, and technical responses to the RFP, and without regard to race, creed, color, or gender. The selected firm would be invited to negotiate fees that are fair and reasonable to the County.

By the July 11, 2019, submittal deadline, Public Works received proposals from two firms, Civil Environmental Survey Group and Leighton Environmental. No other proposals were received by Public Works during the RFP response period. Public Works personnel conducted an initial assessment of both proposals based on minimum qualifications and requirements stated in the RFP and deemed both proposals to be acceptable for further assessment. On August 1, 2019, the Evaluation Committee, which consisted of personnel from Public Works and the Sheriff's Department completed independent evaluations of each proposal with regard to applicable content and technical responses to the RFP. On August 22, 2019, each bidder presented their proposal to the Evaluation Committee, followed by an oral interview by the Evaluation

Committee. At the conclusion of the selection process, the Evaluation Committee identified CES as the most qualified firm to provide postclosure maintenance services for the project. On August 27, 2019, Public Works provided written notification of the Evaluation Committee's recommendation and Public Works' approval, of the selection results. Public Works did not receive any objections or challenges to the selection results. Subsequently the Sheriff's Department entered into negotiations with CES to finalize the work requirements and to establish a fee schedule for recurring tasks, such as, but not limited to, groundwater and landfill gas monitoring, required testing, reporting, and site maintenance as-needed services. The Sheriff's Department has determined that the prices and rates proposed by CES are fair and reasonable.

The Sheriff's Department is prepared to enter into an agreement with CES on a Consultant Services Agreement for a three-year term with two optional one-year extensions, for a not-to-exceed amount of \$500,000. Conditions contained in the will include, but will not be limited to, compliance with Civil Rights Laws, confidentiality, indemnifications, force majeure, warranties, prevailing wages, zero tolerance for human trafficking, GAIN/GROW Program participation, Safely Surrendered Baby Law Program participation, background investigations and security clearance requirements, and conditions for termination.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There are no anticipated impacts on current County services or projects due to the recommended actions.

The Honorable Board of Supervisors
January 5, 2021
Page 13

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA
Director of Public Works

MP:AKM:cg

Enclosure

c: Chief Executive Office (Capital Programs Division)
County Counsel
Executive Office
Sheriff's Department (Tracey Jue)

CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
PITCHESS DETENTION CENTER
CLASS III LANDFILL CLOSURE PROJECT
CLOSURE CONSTRUCTION CONTRACT
ADOPT MITIGATED NEGATIVE DECLARATION,
AWARD CONSULTANT SERVICES AGREEMENT,
APPROVE PROJECT BUDGET, AND APPROPRIATION ADJUSTMENT
ADOPT, ADVERTISE, AND AWARD
SPECS 5703; CAPITAL PROJECT NO. 86575
(SUPERVISORIAL DISTRICT 5)
(4 VOTES)

I. PROJECT SCHEDULE SUMMARY

Project Activity	Scheduled Completion Date
Environmental Document	06/28/18*
Plans and Specifications	10/2019
Adopt Plans and Specifications	12/2020
Construction Start	07/2021
Substantial Completion	11/2021
Final Acceptance	12/2021

*Completed Activity

II. PROJECT BUDGET SUMMARY

Project Activity	Revised Budget
Hard Costs	
Construction	\$ 6,489,000
Contingency	\$ 589,850
Civic Arts	\$ 0
Hard Costs Subtotal	\$ 7,078,850
Soft Costs	
Soft Costs prior to Fiscal Year 2015-16	\$ 644,551
Plans and Specification	\$ 686,310
Consultant Services	\$ 646,100
Miscellaneous Expenditure	\$ 46,600
Jurisdictional Review, Plan Check and Permit	\$ 87,900
County Services	\$ 505,689
Soft Cost Subtotal	\$ 2,617,150
Post-Closure Maintenance	\$ 2,204,000
TOTAL	\$11,900,000

ENCLOSURE C

January 5, 2021

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
PITCHESS DETENTION CENTER
CLASS III LANDFILL CLOSURE PROJECT
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ADOPT MITIGATED NEGATIVE DECLARATION,
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SPECS 5703; CAPITAL PROJECT NO. 86575
(SUPERVISORIAL DISTRICT 5)
(4 VOTES)**

PUBLISHING LEGAL ADVERTISEMENTS: In accordance with the State of California Public Contract Code Section 20125, you may publish once a week for two weeks in a weekly newspaper or ten times in a daily newspaper. Forward three reprints of this advertisement to Business Relations and Contracts Division, Public Works, 900 South Fremont Avenue, 8th Floor, Alhambra, CA 91803-1331.

**OFFICIAL NOTICE
INVITING BIDS**

Notice is hereby given that the Director of Public Works will receive sealed bids for materials, labor, and equipment required to complete construction for the following project:

<u>SD</u>	<u>SPECS</u>	<u>PROJECT</u>	<u>DATE OF BID OPENING</u>
5	5703	Peter Pitchess Detention Center Class III Landfill Closure Project	March 8, 2021

Copies of the project manual and drawings for the project may be downloaded for free from the Public Works website <http://dpw.lacounty.gov/go/constructioncontracts>. For bid information, please contact Ms. Loydi Nguyen of Business Relations and Contracts Division at (626) 458-2180 or Lnuyyen@pw.lacounty.gov. Each bid shall be submitted on the required form, sealed, and filed at the Cashier's office no later than 12 p.m. on March 8, 2021. Bids will be publicly opened, examined, and declared by Public Works at 2 p.m. on this date in Public Works, 900 South Fremont Avenue, 8th Floor Construction Division Conference Room, Alhambra, California 91803.

Bids must conform to the drawings and project manual and all bidding requirements. This project requires the prime contractor to possess a valid California General contractor's license and all licenses needed to complete the work (this may be possessed by a subcontractor to the general) at the time of bid submittal. The contractor should verify to his/her satisfaction that he/she holds the correct license for the project. The contractor and all its subcontractors of any tier shall be required to pay prevailing wages to all workers employed in the execution of the work of improvement in accordance with the Labor Code Section 1770 et seq. Copies of prevailing rate of per diem wages are on file at the Public Works' Business Relations and Contracts Division, which shall be made available to any interested party upon request.

PRE-BID CONFERENCE

Public Works, Project Management Division I, will hold a mandatory pre bid conference/site visit on Thursday, February 11, 2021, at 10:30 a.m., at Pitchess Detention Center, 29320 The Old Road, Castaic, CA 91384, to provide information on the project, bidding process, and answer any questions that the potential bidders may have.

For further directions, please contact Ms. Nguyen.

OTHER INSTRUCTIONS

The County supports and encourages equal opportunity contracting. The contractor shall make good faith efforts, as defined in Section 2000 of the Public Contract Code, to contract with Community Business Enterprises.

The Board of Supervisors reserves the right to reject any or all bids or to waive technical or inconsequential errors and discrepancies in bids submitted in the public's interest.

January 5, 2021

Americans with Disabilities Act (ADA) Information



Individuals requiring reasonable accessibility accommodations may request written materials in alternate formats, physical accessibility accommodations, sign language interpreters or other reasonable accommodations by contacting our departmental Americans with Disabilities Act Coordinator at (626) 458-4081, from 7:30 a.m. to 5 p.m., Monday through Thursday (excluding holidays). Persons who are deaf or hard of hearing may make contact by first dialing the California Relay Service at 7-1-1. Requests should be made at least

one week in advance to ensure availability. When making a reasonable accommodation request, please reference PJ-2.

Información sobre la Ley de Estadounidenses con Discapacidades (ADA)



Individuos que requieran acomodamiento razonable pueden solicitar materiales escritos en formatos alternativos, acomodamiento físico, intérpretes en lenguaje de señas Americano ú otros acomodamientos razonables comunicándose con nuestro Coordinador Departamental de la Ley de Estadounidenses con Discapacidades al (626) 458-4081, de 7:30 a.m. a 5 p.m., lunes a jueves (excluyendo días festivos). Personas con problemas auditivos pueden comunicarse primer marcando al Servicio de Difusión de California al 7-1-1. Solicitudes

pueden hacerse por lo menos una semana antes para asegurar disponibilidad. Cuándo se haga una petición razonable para acomodo, por favor mencione PJ-2.

By order of the Board of Supervisors of the County of Los Angeles, State of California,
dated January 5, 2021.

Specs. 5703

CELIA ZAVALA, EXECUTIVE OFFICER
OF THE BOARD OF SUPERVISORS OF
THE COUNTY OF LOS ANGELES

ENCLOSURE C

January 5, 2021

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
PITCHESS DETENTION CENTER
CLASS III LANDFILL CLOSURE PROJECT
CLOSURE CONSTRUCTION CONTRACT
ADOPT MITIGATED NEGATIVE DECLARATION,
AWARD CONSULTANT SERVICES AGREEMENT,
APPROVE PROJECT BUDGET, AND APPROPRIATION ADJUSTMENT
ADOPT, ADVERTISE, AND AWARD
SPECS 5703; CAPITAL PROJECT NO. 86575
(SUPERVISORIAL DISTRICT 5)
(4 VOTES)**

PUBLISHING LEGAL ADVERTISEMENTS: In accordance with the State of California Public Contract Code Section 20125, you may publish once a week for two weeks in a weekly newspaper or ten times in a daily newspaper. Forward three reprints of this advertisement to Business Relations and Contracts Division, Public Works, 900 South Fremont Avenue, 8th Floor, Alhambra, CA 91803-1331.

**OFFICIAL NOTICE
INVITING BIDS**

Notice is hereby given that the Director of Public Works will receive sealed bids for materials, labor, and equipment required to complete construction for the following project:

<u>SD</u>	<u>SPECS</u>	<u>PROJECT</u>	<u>DATE OF BID OPENING</u>
5	5703	Peter Pitchess Detention Center Class III Landfill Closure Project	March 8, 2021

Copies of the project manual and drawings for the project may be downloaded for free from the Public Works website <http://dpw.lacounty.gov/go/constructioncontracts>. For bid information, please contact Ms. Loydi Nguyen of Business Relations and Contracts Division at (626) 458-2180 or Inguyen@pw.lacounty.gov. Each bid shall be submitted on the required form, sealed, and filed at the Cashier's office no later than 12 p.m. on March 8, 2021. Bids will be publicly opened, examined, and declared by Public Works at 2 p.m. on this date in Public Works, 900 South Fremont Avenue, 8th Floor Construction Division Conference Room, Alhambra, California 91803.

ENCLOSURE C

January 5, 2021

Bids must conform to the drawings and project manual and all bidding requirements. This project requires the prime contractor to possess a valid California General contractor's license and all licenses needed to complete the work (this may be possessed by a subcontractor to the general) at the time of bid submittal. The contractor should verify to his/her satisfaction that he/she holds the correct license for the project. The contractor and all its subcontractors of any tier shall be required to pay prevailing wages to all workers employed in the execution of the work of improvement in accordance with the Labor Code Section 1770 et seq. Copies of prevailing rate of per diem wages are on file at the Public Works' Business Relations and Contracts Division, which shall be made available to any interested party upon request.

PRE-BID CONFERENCE

Public Works, Project Management Division I, will hold a mandatory pre bid conference/site visit on Thursday, February 11, 2021, at 10:30 a.m., at Pitchess Detention Center, 29320 The Old Road, Castaic, CA 91384, to provide information on the project, bidding process, and answer any questions that the potential bidders may have.

For further directions, please contact Ms. Nguyen.

OTHER INSTRUCTIONS

The County supports and encourages equal opportunity contracting. The contractor shall make good faith efforts, as defined in Section 2000 of the Public Contract Code, to contract with Community Business Enterprises.

The Board of Supervisors reserves the right to reject any or all bids or to waive technical or inconsequential errors and discrepancies in bids submitted in the public's interest.

January 5, 2021

Americans with Disabilities Act (ADA) Information



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pueden hacerse por lo menos una semana antes para asegurar disponibilidad. Cuándo se haga una petición razonable para acomodo, por favor mencione PJ-2.

By order of the Board of Supervisors of the County of Los Angeles, State of California,
dated January 5, 2021.

Specs. 5703

CELIA ZAVALA, EXECUTIVE OFFICER
OF THE BOARD OF SUPERVISORS OF
THE COUNTY OF LOS ANGELES

October 13, 2020

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF CHIEF EXECUTIVE OFFICER

AUDITOR-CONTROLLER:

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

ADJUSTMENT REQUESTED AND REASONS THEREFORE**FY 2020-21****4 - VOTES****SOURCES****USES**

VARIOUS CAPITAL PROJECTS

VARIOUS-REFURB-MITIGATION/REMEDATION

A01-CP-6014-65099-86612

CAPITAL ASSETS - B & I

DECREASE APPROPRIATION**2,600,000**

SHERIFF DEPARTMENT

SH-P PITCHESS HONOR RANCHO LANDFILL CLOSURE MAINTENANCE

A01-CP-6014-65046-86575

CAPITAL ASSETS - B & I

INCREASE APPROPRIATION**7,200,000**

SHERIFF DEPARTMENT

SH-P PITCHESS HONOR RANCHO LANDFILL CLOSURE MAINTENANCE

A01-CP-94-9924-65046-86575

OTHER MISCELLANEOUS/CP - EXCLUDING GRANTS AND CONTRIBUTIONS

INCREASE REVENUE**4,600,000****SOURCES TOTAL****\$ 7,200,000****USES TOTAL****\$ 7,200,000****JUSTIFICATION**

Reflects the transfer of \$2.6M from Various-Refurb-Mitigation/Remediation, Capital Project No. 86612 and increase revenue of \$4.6M from SH Pitchess Landfill Trust Fund (SC4) to fund the Pitchess Honor Rancho Landfill Closure Maintenance Project, Capital Project No. 86575.

AUTHORIZED SIGNATURE

Amir Alam, Manager CEO

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

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR---☐ ACTION☒ RECOMMENDATION

AUDITOR-CONTROLLER

BY

B.A. NO.

058

DATE

Oct. 1, 2020

☒ APPROVED AS REQUESTED☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY

DATE

Nov. 17, 2020



COUNTY OF LOS ANGELES FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2426
www.fire.lacounty.gov

"Proud Protectors of Life, Property, and the Environment"

BOARD OF SUPERVISORS

HILDA L. SOLIS
FIRST DISTRICT

MARK RIDLEY-THOMAS
SECOND DISTRICT

SHEILA KUEHL
THIRD DISTRICT

JANICE HAHN
FOURTH DISTRICT

KATHRYN BARGER
FIFTH DISTRICT

DARYL L. OSBY
FIRE CHIEF
FORESTER & FIRE WARDEN

January 5, 2021

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:

ADOPT AMENDED RESOLUTION TO AUTHORIZE PARTICIPATION IN THE CALIFORNIA BOATING SAFETY AND ENFORCEMENT FINANCIAL AID PROGRAM FOR FISCAL YEAR 2020-21 (ALL DISTRICTS) (3 VOTES)

SUBJECT

Adopt an amended resolution to secure State funding through the California Department of Parks and Recreation, Division of Boating and Waterways (DBW), in support of boating safety and enforcement on waters within Los Angeles County (County). Also, authorize participation in the California Boating Safety and Enforcement Financial Aid Program (Program) by executing the Program agreement to reimburse the County in an amount not to exceed \$2.12 million.

IT IS RECOMMENDED THAT YOUR BOARD, ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY AND THE BOARD OF SUPERVISORS:

1. Adopt the amended Resolution (Attachment I) whereby your Board:
 - Accepts the Legislature's commitment to provide future annual baseline funding for the County and gives priority consideration to any application submitted by the County to secure State funding in support of boating safety and enforcement on waters within the County.

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS
ARTESIA
AZUSA
BALDWIN PARK
BELL
BELL GARDENS
BELLFLOWER
BRADBURY
CALABASAS

CARSON
CERRITOS
CLAREMONT
COMMERCE
COVINA
CUDAHY
DIAMOND BAR
DUARTE

EL MONTE
GARDENA
GLENDALE
HAWAIIAN GARDENS
HAWTHORNE
HERMOSA BEACH
HIDDEN HILLS
HUNTINGTON PARK
INDUSTRY

INGLEWOOD
IRVINDALE
LA CANADA-FLINTRIDGE
LA HABRA
LA MIRADA
LA PUENTE
LAKEWOOD
LANCASTER

LAWDALE
LOMITA
LYNWOOD
MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES
PARAMOUNT

PICO RIVERA
POMONA
RANCHO PALOS VERDES
ROLLING HILLS
ROLLING HILLS ESTATES
ROSEMEAD
SAN DIMAS
SANTA CLARITA

SIGNAL HILL
SOUTH EL MONTE
SOUTH GATE
TEMPLE CITY
VERNON
WALNUT
WEST HOLLYWOOD
WESTLAKE VILLAGE
WHITTIER

- Reaffirms the continued participation of the County, through the Consolidated Fire Protection District of Los Angeles County (District) and the Los Angeles County Sheriff's Department, in the Program for Fiscal Year (FY) 2020-21.
 - Certifies that the County, as a participant in the Program, shall expend the equivalent of 100 percent of its revenues collected from personal property tax on vessels of boat owners within the County for boating safety and enforcement.
 - Authorizes the Fire Chief and the Sheriff, or their designees, as County agents to sign and submit an application and related expenditure reimbursement claims to the DBW for State funding.
 - Authorizes the State funding received through the Program to be evenly distributed between the District and the Los Angeles County Sheriff's Department.
2. Authorize the Chair of the Board of Supervisors to execute the Boating Safety and Enforcement Financial Aid Program Agreement (Attachment II), which is required as part of the application package. In executing the agreement, the County agrees to submit requests for reimbursement within sixty days of the end of the fiscal quarter; and, if such requests are submitted after the sixty days has expired, the State has the option to reduce the allocation by five percent.
 3. Find that the resolution and the funding of the County programs are exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 (b)(3) of the CEQA Guidelines.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The DBW provides financial aid from the Harbors and Watercraft Revolving Fund to counties under the Program, as authorized by Section 663.7 of the Harbors and Navigation Code. The County, through the District, has been part of this Program since 1995. Since FY 2006-07, the District has received up to \$2.12 million annually.

These monies are part of an agreement with the State to provide funding to the County as part of the transfer of ownership of eight State beaches located within the County. A key part of this agreement was the State's commitment to provide long-term funding assistance for the District (Attachment III).

The original Resolution adopted by your Board on June 9, 2020, authorized the District to be the sole participant of the Program and did not authorize the Los Angeles County Sheriff's Department to participate. The amended resolution will distribute the State funds received from the Program evenly between the District and the Los Angeles County Sheriff's Department and allow for the Los Angeles County Sheriff's Department to participate in the Program. The DBW is requesting that the amended resolution and agreement for FY 2020-21 be executed and submitted.

The designation of the Fire Chief and the Sheriff, or their designees, as signatories to the multi-department application, is consistent with your Board's instructions of December 8, 1994, to pursue long-term funding from the State. This State funding will offset portions of the offshore marine rescue and enforcement activities not presently met by the personal property tax on vessels. In previous years, the funds received from the financial aid have allowed the budgeted funds for these purposes to support the operations of the eight State beaches.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Goal No. 3, Realize Tomorrow's Government Today, Strategy III.3 - Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability to continually assess our efficiency and effectiveness, maximize and leverage resources, and hold ourselves accountable to maximize revenue.

FISCAL IMPACT/FINANCING

No matching funds are required. Counties must first expend the taxes collected from its resident boat owners before being entitled to any supplemental State funding from this Program. Only the cost of the Program, which exceeds the total fees and vessel taxes collected for the year, will be supplemented up to the maximum amount obligated by the State. The State's maximum funding for FY 2020-21 is \$2.12 million.

The County's FY 2020-21 application includes a request for \$8.937 million, net of fees and taxes, to maintain the County's boating safety and enforcement activities (Attachment IV). This request more than meets the State's funding requirement.

There is no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The DBW provides financial aid from the Harbors and Watercraft Revolving Fund to counties under the Program, as authorized by Section 663.7 of the Harbors and Navigation Code. It allows the County to receive funding so long as the County conducts boating safety and enforcement activities. The DBW requires one adopted resolution by the Board of Supervisors per fiscal year to designate one or more agencies to participate in the Program. The County, through the District, has been part of this Program since 1995. The DBW is requesting that the attached agreement for FY 2020-21 be executed and submitted. The application for FY 2020-21 was timely submitted on December 23, 2019.

ENVIRONMENTAL DOCUMENTATION

This Resolution and the funding of the County programs are exempt from the CEQA pursuant to Section 15061 (b)(3) of the CEQA Guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The services shall continue upon execution of this agreement.

CONCLUSION

Participation in the DBW Program will continue existing funding to the District Lifeguard rescue services for FY 2020-21 and provide additional financial aid to the County's other boating safety and law enforcement efforts. Your Board's adoption of the Resolution and execution of the financial assistance certification authorizes participation in the Program.

Upon approval by your Board, please instruct the Executive Officer to return four copies of the adopted Board letter and Attachments I and II to the following office:

Consolidated Fire Protection District of Los Angeles County
Executive Office – Business Operations
Attention: Zuleyda Santana, Administrative Services Manager II
1320 N. Eastern Avenue
Los Angeles, CA 90063

The District's contact may be reached at (323) 881-6173.

Respectfully submitted,

DARYL L. OSBY, FIRE CHIEF
DLO:al

ALEX VILLANUEVA, SHERIFF

Enclosures

c: Chief Executive Officer
County Counsel
Auditor-Controller
Sheriff's Department

AMENDED RESOLUTION

WHEREAS, on June 9, 2020, the County of Los Angeles Board of Supervisors authorized the Resolution for the application by the Consolidated Fire Protection District of Los Angeles County (District) to secure State funding support for boating safety and enforcement on waters within the County of Los Angeles, for Fiscal Year 2020-2021, pursuant to Section 663.7 of the Harbors and Navigation Code (hereinafter referred to as the "Resolution"); and

WHEREAS, this Amended Resolution hereby amends the Resolution in its entirety as follows:

WHEREAS, Assembly Bill 909 (Bowen), Chapter 472, Statutes of 1995, amended Public Resources Code Section 5002.6, Subdivision (g) to read: "On and after June 30, 1998, it is the intent of the Legislature that any application by the Consolidated Fire Protection District of Los Angeles County (District) to secure State funding support for boating safety and enforcement on waters within the County of Los Angeles shall be given priority consideration by the Legislature, unless an alternative source of funding is secured prior to that date which serves the same or similar purposes."

WHEREAS, the District, has received for boating safety and enforcement prior allocations from the California Department of Parks and Recreation, Division of Boating

and Waterways, in Fiscal Years (FYs) 1995-96 through 2019-20, which has established an annual baseline funding for future participation in the program in accordance with Subdivision (g) of Section 5002.6 of the Public Resource Code and as addressed by Assembly Bill 122 (Rainey), Chapter 971, Statutes of 1996, Section 2 under the Harbors and Navigation Code Sections 85.2 and 663.7(a) and (c)(1).

WHEREAS, other funding may be available to counties through the California Boating Safety and Enforcement Financial Aid Program; and

WHEREAS, the California Department of Parks and Recreation, Division of Boating and Waterways, pursuant to Section 663.7 of the Harbors and Navigation Code, provides supplemental State funding under the State Boating Safety and Enforcement Financial Aid Program to qualifying counties for boating safety and enforcement programs on waters under their jurisdiction; and

WHEREAS, the County of Los Angeles is charged with providing vital boating safety and enforcement services to a population in excess of nine (9) million people and over 60,000 registered boaters; and

WHEREAS, the current levels of those boating safety and enforcement services will continue through the District and the Los Angeles County Sheriff's Department; and

WHEREAS, allocation of said funding to any county or a public agency therein is contingent upon the County's governing body, the Board of Supervisors, adopting a

resolution authorizing participation in the California Boating Safety and Enforcement Financial Aid Program and certifying that, during the funding year, an amount at least equal to the total amount collected by the County from personal property taxes on vessels will be expended on specified boating safety programs; and

WHEREAS, the Board of Supervisors of the County of Los Angeles through the District, and the Los Angeles County Sheriff's Department, wishes to participate in the California Boating Safety and Enforcement Financial Aid Program administered by the California Department of Parks and Recreation, Division of Boating and Waterways and will evenly distribute the funds from the Boating Safety and Enforcement Financial Aid Program between the District and the Los Angeles County Sheriff's Department; and.

NOW, THEREFORE BE IT RESOLVED by the Board of Supervisors of the County of Los Angeles that the County of Los Angeles, through the District and the Los Angeles County Sheriff's Department, is hereby authorized to participate in and apply for the California Boating Safety and Enforcement Financial Aid Program for FY 2020-21.

BE IT FURTHER RESOLVED that the Board of Supervisors of the County of Los Angeles hereby certifies that during FY 2020-21, the funding year, an amount equal to 100 percent of the amount received by the County in personal property taxes levied on vessels of boat owners within the County during FY 2019-20, the most recent fiscal year for which the annual total figure is available, will be expended on specified boating safety programs.

The foregoing supplemental resolution was on the ____ day of ____ 2020 adopted by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessments and taxing districts, agencies, and authorities for which said Board so acts.

CELIA ZAVALA,
Executive Officer
Clerk of the Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By _____
Deputy



Boating Safety and Enforcement Financial Aid Program Agreement

This agreement entered into this *1ST day of July, 2020*, by and between the CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS, hereinafter called “Department,” and the *COUNTY OF LOS ANGELES*, hereinafter called “Agency”;

WITNESSETH

WHEREAS, Contingent on approval of the Fiscal Year 2020-2021 budget, the Department intends to agree with Agency for the purpose of performing boating safety and enforcement activities as described in Title 14, California Code of Regulations Section 6593.3; and

WHEREAS, Agency is equipped, staffed and prepared to provide such services on the terms and conditions set forth in this agreement and in accordance with Title 14, California Code of Regulations Section 6593 et seq.; and

WHEREAS, pursuant to Title 14, California Code of Regulations Section 6593.6, Department shall enter into an annual agreement with each participating agency;

NOW, THEREFORE, it is mutually agreed as follows:

I. Applicable Law

Agency shall observe and comply with all applicable federal, state, and county statutes, ordinances, regulations, directives, and laws, including, but not limited to, Harbors and Navigation Code Section 663.7 and Section 6593 et seq. of Title 14, California Code of Regulations. Agreement shall be deemed to be executed within the State of California and construed and governed by the laws of the State of California.

II. Description of Services

Agency shall conduct boating safety and enforcement activities in the jurisdiction of the Agency in consideration of the payments hereinafter set forth.

III. Payments

- A. Maximum Amount. The amount the Department shall be obligated to pay for services rendered under this agreement shall not exceed \$2,120,000.00 for the agreement term in full consideration of Agency’s performance of the services described in this agreement.
- B. Rate of Payment. The Department shall reimburse Agency in accordance with the reimbursement procedures set forth in Title 14, California Code of Regulations Section 6593.9.

- C. Submission of Claims. Agency shall submit claims for reimbursement to the Division contact person identified in paragraph V of this contract on a ___ monthly **OR** ___ quarterly basis. **(Please check one)**
- D. Failure to Submit Claims. Claims for reimbursement shall be submitted within 60 days following the last day of the reporting period. Pursuant to Title 14, California Code of Regulations 6593.9 (i), the Department may reduce an Agency's allocation by five percent if the Agency exceeds the sixty-day billing period and an additional five percent for every thirty-day period thereafter that the Agency is late in filing a claim.

IV. Records

Agency shall maintain records pursuant to Section 6593.10 of Title 14, California Code of Regulations.

V. Notice

Notice shall be in writing and shall be deemed to have been served when it is deposited in the United States mail, first class postage prepaid, and addressed as follows:

TO DEPARTMENT

Ms. Joanna Andrade
Department of Parks and Recreation
Division of Boating and Waterways
One Capitol Mall, Suite 500
Sacramento, CA 95814

TO AGENCY

Theresa Barrera, Division Chief
Financial Management Division
Los Angeles County Fire Department
5801 S. Eastern Avenue, Suite 130
Commerce, CA 90040

Either party may change the address to which subsequent notice and/or other communication can be sent by giving written notice designating a change of address to the other party.

VI. Term

This agreement shall be for the term beginning **July 1, 2020**, and ending **June 30, 2021**.

VII. Prior Agreements

All prior agreements regarding this subject matter between Department and Agency are hereby terminated effective June 30 prior to the term beginning date of this agreement.

VIII. Amendment

No amendment or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto.

IX. Termination

Agency may terminate this agreement without cause in writing at any time. Department may terminate this agreement without cause upon a sixty (60) days written notice served upon the Agency.

X. Special Provisions

A. Agency hereby certifies that the obligations created by this agreement do not violate the provisions of Sections 1090 to 1096 of the Government Code.

B. This agreement shall have no force or effect until signed by the Department, Agency, and approved by the Department of General Services Legal Department, if required.

C. Agency shall continue with the responsibilities of this agreement during any dispute.

D. In the event of an allocation reduction for this program, an equal allotment will be decrease from every participant.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CALIFORNIA DEPARTMENT OF PARKS AND
RECREATION, DIVISION OF BOATING AND
WATERWAYS

By: _____

*California Department of Parks and Recreation,
Division of Boating and Waterways*

Date: _____

“Department”

COUNTY OF LOS ANGELES

By: _____

Title: _____

Date: _____

“Agency”

STATE'S COMMITMENT TO PROVIDE LONG-TERM FUNDING ASSISTANCE FOR THE DISTRICT

Public Resources Code, SECTION 1, Section 5002.6 (g), states:

"On and after June 30, 1998, it is the intent of the Legislature that any application by the County of Los Angeles Fire Department to secure State funding support for boating safety and enforcement on waters within the County of Los Angeles shall be given priority consideration by the Legislature, unless an alternative source of funding is secured prior to that date which serves the same or similar purposes."

The 1996 State Legislature addressed the intent of Section 5002.6 (g) to assist the District through Assembly Bill 122 (Rainey), Chapter 971, Statutes of 1996, which amended Section 663.7 of the Harbors and Navigation Code to establish a permanent funding allocation for current program recipients based upon their Fiscal Year 1996-97 allocation. The District's Lifeguard Rescue Safety Program is a current recipient and qualifies for this continued \$2.12 million funding by meeting all the criteria established by the Legislature and administered by DPRDBW as stated in the amended Harbors and Navigation Code Sections 85.2 and 663.7, Subdivision (a) and (c)(1), as follows:

Section 85.2 - "All money in the Harbors and Watercraft Revolving Fund shall be available, upon appropriation by the Legislature, for expenditure by the department for boating facilities development, boating safety, and boating regulation programs . . ."

Section 663.7 – Subdivision (a) – "Each county of the state is entitled to receive state financial aid for boating safety and enforcement programs on waters under its jurisdiction as provided in this section. A boating safety and enforcement program, as used in this section, includes search and rescue operations, recovery of drowned bodies, enforcement of state and local measures for regulation of boating activities, inspection of vessels, and supervision of organized water events."

Section 663.7 Subdivision (c)(1) – "Of the funds appropriated for boating safety and enforcement programs pursuant to Section 85.2, the department shall adopt and utilize a formula that first allocates funds to counties so that no county receives less than the amount it was allocated in the 1996-97 fiscal year, unless the county's program is reduced, or the county does not meet the eligibility requirements of this section. . . ."

GENERAL DESCRIPTION OF BOATING SAFETY AND ENFORCEMENT PROGRAMS

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY (DISTRICT)

The District's Lifeguard Division performs principal functions including search, rescue, recovery and emergency medical services for the maritime vicinity and inland waterways of Los Angeles County. The areas of responsibility cover 1,686 square miles of Los Angeles County inland waterways and coastal areas, including 72 miles of public beaches and open ocean waters, extending to and including the waters of Santa Catalina, San Clemente and the Santa Barbara Islands. Additionally, the District, through a Memorandum of Understanding with the United States Coast Guard, responds to an expanded area between Ventura and Orange Counties up to 50 nautical miles from shore. The district performs these functions under the following operational units.

LACoFD Lifeguard Rescue Boat Operations: The District maintains 24-hours, 365 days / yr marine rescue boat services at Avalon and Two Harbors on Santa Catalina Island, Marina del Rey, Redondo Beach King Harbor, and Cabrillo Beach in San Pedro. In addition, there are three 24-hour operation centers (Malibu, Santa Monica, and Hermosa Beach) which monitor marine emergency frequencies and dispatch on-call search and rescue vessels from the Los Angeles Harbor, Redondo Beach King Harbor, Marina del Rey and Malibu Pier. During peak boating season, there are a minimum of seven offshore rescue boats patrolling the Los Angeles coastline with the ability to augment to a total of 10 rescue boats.

The District's primary resources for marine search and rescue include ten offshore all-weather rescue boats; three trailer-based vessels for inland response; one 40-foot dedicated fire boat; one 35-foot dedicated fire boat; six rigid-hull, inflatable rescue boats; and eight rescue watercraft patrol vessels. District rescue boats are under the command of U.S. Coast Guard licensed Captains and are supplied with the necessary fire suppression equipment, emergency pumping capacity, towing gear, emergency medical equipment, helicopter lift and hoist capability, and emergency underwater rescue gear to handle any maritime rescue incident.

District Rescue Boat Emergency Responses and Maritime Services Include:

- Search and Rescue Operations
- Emergency Medical Response – EMT & Paramedic
- Boat Fire Suppression, overhaul and investigation
- Boat distress, emergency salvage and towing operations
- Underwater Rescue and Recovery
- Catalina Hyperbaric Chamber – Paramedic Service for dive accidents
- Homeland Security Marine Domain Awareness Patrols & Documentation

- Recreational Boating and Water Sports Safety and Enforcement
- Commercial Fishing and Recreational Dive Boat Safety and Enforcement
- Fish and Wildlife education and enforcement

Mandatory training and certification requirements for District rescue boat personnel include:

- U.S. Coast Guard Merchant Mariner Credential with towing endorsements.
- EMT or Paramedic with Defibrillator certification
- Marine Firefighting certification
- Rescue Boat Operations Training certification
- Rescue SCUBA certification
- PC 832 "Powers of Arrest"

Supervision of water activities and events by District rescue boats and personnel include interagency training: Los Angeles International Airport (LAX) Disaster Drills, Coast Guard Search and Rescue Coordination, Oil Spill Contingency, Major Marine Disaster Plans; and supervision of various rough water swims, paddle races, beach festivals, fishing derbies, boat shows, and boat parades.

LACoFD Lifeguard Underwater Operations: The District maintains a deployable 35 person underwater rescue and recovery unit that responds to all Los Angeles County inland water ways including Castaic, Pyramid, and Puddingstone Lakes as well as the California Aqueduct and several other reservoirs within the Los Angeles Metropolitan Water District. The unit also responds to Los Angeles County Maritime areas along the 72 miles of coastline and the Catalina, San Clemente and Santa Barbara Islands. The unit's capabilities and response types include:

- Search, Rescue and Recovery Operations of people & property
- Boat Fire Responses
- Boats sinking / taking on water
- Aircraft Incidents
- Environmental Disaster Mitigation

Mandatory training and certification requirements for District underwater operations personnel include:

- Rescue SCUBA certifications
- Underwater Instructor certifications
- Full Face Mask (FFM) Communications Training
- Current & Tethered Diving Certifications
- Lifting and Salvage Training
- Helicopter deployment & rescue training

SHERIFF'S DEPARTMENT

The Los Angeles County Sheriff's Department (LASO or Department) currently serves a number of waterways within the County and has extensive experience in boating safety and enforcement services. The Department's four organizational units are:

Avalon Sheriff Station: Avalon Sheriff Station is located on Santa Catalina Island and services one city (of 3,500 residents and one-million annual visitors), three other communities on Santa Catalina Island, seven costal children/family camps, fifteen yacht clubs, one support fishing club, sixteen designated beach campgrounds, one university marine science center, and one airport.

LASO Santa Catalina Island resident deputies conduct maritime patrols upon near coastal waters around Santa Catalina and San Clemente Islands, and about 567 square miles of the Outer Santa Barbara Passage, between the two islands.

Marine responses can also extend to Santa Barbara Island and into the San Pedro Channel, toward the Southern California mainland. Avalon Sheriff Station has the largest and most remote maritime patrol area of any LASO Sheriff station, patrolling out to 65 miles south of the Port of Los Angeles.

Avalon Sheriff Station commands law enforcement, marine search and rescue, and homeland security jurisdictional authority along 209 square miles of coastal waters around Santa Catalina Island. Responsibility includes port security for Avalon Harbor (a daily port for commercial commuter ferries) and the local federal anchorage (a bi-weekly port for international cruise ships).

Avalon Station's patrol area also cover 207 square miles of coastal waters around San Clemente Island, which is part of Los Angeles County but owned by the U.S. Navy. Avalon Station maintains a MOU with the U.S. Navy at SCI.

The ocean waters around Santa Catalina and San Clemente Islands attract multitude of water enthusiasts daily from the Los Angeles metropolis and other areas.

Deputies conduct proactive water safety education and enforcement with the many sail boaters, power boaters, recreational sport fishermen (private and charter), scuba divers (private and charter), jet skiers, kayakers, paddle boarders, and live-aboard boaters in the area waters.

The rich sea beds around Santa Catalina and San Clemente Islands also draw large numbers of commercial fishing boats from many different ports.

Due to frequent rough seas and high winds, unprotected harbors, and desolate coastline: waterborne search and rescue operations, and responses to help distressed boaters are common.

Maritime calls for service include: responding to diver, swimmer, and vessel accidents; aircraft crashes; commercial fishermen regulation; fish and game violations; larceny; domestic disputes; boating under the influence (BUI) and other boating violations; narcotics violations and smuggling; environmental issues; firearms violations; homicides; and assisting Baywatch lifeguard paramedics with medical responses and medivac.

In summary, Avalon Sheriff Station's maritime service includes:

- Homeland Security and Counter Smuggling Operations;
- Search and Rescue Operations;
- Recreational Boating and Water Sports Safety and Enforcement;
- Commercial Fishing and Dive Boat Safety and Enforcement;
- Regulating Transient Live-Aboard Boaters;
- Medical Assistance;
- Responding to Vessel Fires and Distress;
- Diver Rescue and Recovery;
- Fish and Game Enforcement;
- U.S. Navy Assistance, San Clemente Island;
- Port Security; and
- Station Details.

Currently, two LASO patrol boats (with electronic navigation, radar, FUR, and towing assets) are operated out of Two Harbors (a small community which is located 12 miles west of the City of Avalon). The LASO boats are stationed at each side of the Two Harbors Isthmus, for deployment to the north and south sides of Santa Catalina Island.

LASD's Special Enforcement Bureau, Emergency Services Detail (ESD) and Maritime Cadre are designated to support Avalon Station's maritime operations: conducting directed patrol, search and rescue, diver recovery, and counter smuggling operations within Avalon Sheriff Station's reporting districts and area of responsibility.

Special Enforcement Bureau:

The Special Enforcement Bureau consists of five details. The Special Enforcement Detail, Emergency Services Detail, Canine Services Detail, Hazmat Detail and Arson/Explosives Detail. All of these details conduct maritime operations. The Emergency Services Detail (ESD) is the Department's tactical paramedics and rescue specialists. The unit maintains a team on duty 24-hours a day. The unit's members are special weapons team members and are trained/certified in the following areas: Special weapons and tactics/tactical operations, mountain/rural rescue, ocean/swift water rescue and Public Safety divers. Additionally, each of the members is a licensed paramedic and is able to deliver advanced life support care in any of the austere environments the unit works in. The unit's members also

maintain cadres with advanced expertise involving instructor-level certifications to train its own members and those from Special Enforcement Bureau and outside agencies. ESD also functions as a Federal Emergency Management Agency asset and has been called on numerous times to offer its expertise and services in California and across the nation (Hurricane Katrina). Members of the unit have extensive tactical experience. Training to be an ESD deputy is extensive and, once started, lasts about 18 months to become operational.

The ESD is designated to conduct search, rescue, and recovery operations in the County. This unit provides support in the form of boating safety and enforcement for Marina Del Rey, Santa Catalina Island, Castaic Lake, Pyramid Lake, Puddingstone Lake, Whittier Lake, Jackson Lake, and over 100 local Los Angeles County lakes, ponds, and waterways.

The ESD has the responsibility for conducting all underwater search and recovery operations. Each year, this unit conducts multi-day recovery operations for individuals who have drowned or otherwise perished as a direct result of boating accidents. Additionally, this unit provides boat patrol for coastal areas, the Catalina Channel, and the ocean area between Catalina and San Clement Island. They also assist with Pyramid Lake, Castaic Lake and Santa Catalina Island on holidays and busy weekends.

Marina Del Rey (Harbor Patrol): The Los Angeles County Harbor Patrol was formed in 1962 as a Division of the Department of Small Craft Harbors. The Harbor Patrol provides safety and enforcement services to the boating community in the protected waters of Marina Del Rey Small Craft Harbor and adjacent beaches. Marina Del Rey is a year-round recreational area consisting of 403 acres of water and 401 acres of land. Within its confines are sixteen restaurants, twelve yacht clubs, four hotels, two major boat yards, and numerous apartment/ condominium complexes housing 12,000 permanent residents. The Sheriff's Harbor Patrol within Marina Del Rey is responsible for conducting marine safety and enforcement patrol in the protected waters of the marina, the waters of Santa Monica Bay, and patrols of the maritime domain of Los Angeles County. This region encompasses approximately 128 miles of coastline and 70 miles of coastal waters. Marina Del Rey Station staffs and deploys an off-shore patrol vessel (*Tradition*) that covers the entire county coastline from Orange County to Ventura County.

Additionally, while maintaining emergency response capabilities beyond the bay's area, the Harbor Patrol also serves as the County Disaster Coordination Center for aircraft emergencies occurring over waters adjacent to the LAX.

Pyramid Lake Recreational Area: The Pyramid Lake Recreational Area, which includes Emigrant Landing, Los Alamos Campground and Vista del Lago Center, attracts up to 500,000 persons yearly. Pyramid Lake was opened in 1974 and has 1,297 surface acres and 21 miles of shoreline. Pyramid Lake is located in the Angeles National Forest, an unincorporated area patrolled by the LASO. Deputies perform all aspects of boating safety and law enforcement. They enforce all boating

laws using verbal warnings, issuance of citations, or arrest. They educate the public through courtesy vessel inspections and boating safety videotapes. They are the first responders to all emergencies on Pyramid Lake and its associated shoreline. Boat handler deputies are emergency medical technicians and handle all medical aid incidents on this facility. Deputies prepare required reports, investigate all boating accidents, and file criminal complaints when warranted. The deputies have rescue dive capabilities, aid disabled vessels, handle salvage operations, and perform all general law enforcement in the recreational area.

On December 15, 2009, the Board of Supervisors voted and approved the consolidation of the LASO and the Los Angeles County Police. Effective July 1, 2010, the merger commenced, at which time, LASO took over all law enforcement responsibilities on and around Castaic Lake and Bonelli Lake in San Dimas.

The Castaic Lake Recreational Facility includes the Main Lake and Lower Lagoon areas. The Main Lake covers 2,235 surface acres and has 29 miles of shoreline and two launch ramp facilities. The Lower Lagoon covers 197 surface acres and has one launch ramp facility. There is an adjacent campground on the shoreline of the Lower Lagoon, which includes 90 overnight campsites. There is also a large swim beach area along the shoreline of the Lower Lagoon. The Los Angeles County lifeguards also provide trained personnel to conduct boating enforcement and aquatic and medical rescues. The estimated annual attendance of both the upper and lower lakes at Castaic is approximately 1,750,000.

**PROBATION DEPARTMENT
ANTICIPATED BOARD LETTER
FACT SHEET**

SUBJECT

- A nine-year lease for the Probation Department to provide for the use of 21,997 square feet of office space and 93 on-site parking spaces.

TARGETED BOARD AGENDA

- January 5, 2021

DESCRIPTION OF PROGRAM / ITEM

- The proposed lease will provide adequate office space for the Probation Department's new Adult Investigative Services Unit (Unit).
- Prop 63 requires Probation to provide investigative services to ensure that persons convicted of a felony or a certain misdemeanor are in compliance with Prop 63 which prohibits them from possessing firearms.
- The office space will be occupied by 110 full-time employees.
- The office will not see clients on-site.

AMOUNT / COST

- The maximum first year lease cost is \$620,316. The Landlord is responsible for all operational and building maintenance costs, including parking, utilities and janitorial costs.
- The proposed lease will provide \$55 per rentable square foot as a base tenant improvement allowance (TI), i.e., \$1,209,835, and \$2,309,685 (\$105 per rentable square foot) as the County's lump sum TI contribution. The Landlord is only willing to provide the amount of \$1,759,760 amortized over five years, and requires the remaining amount of \$549,925 to be amortized over three years. Both amounts will be repaid to the Landlord with fixed annual interest rate of 8 percent for a fully amortized amount not to exceed \$2,762,000.

FUNDING SOURCE

- The costs are 100 percent funded from Public Safety Realignment Act (AB 109) revenue.

PURPOSE

- Approval of the recommended action will provide Probation adequate office space for its new Unit.

CONTRACTING PROCESS (if applicable)

- N/A

CHANGES FROM PREVIOUS YEAR

- N/A

CHANGES TO DEPLOYMENT / STAFFING PLAN

- N/A

ISSUES / CONCERNS

- N/A

SUCSESSES / ACCOMPLISHMENTS

- N/A

DISTRICT(S) IMPACTED

- First

CONTACT PERSON

- **Mike Navarro / (213) 974-4364 / mnavarro@ceo.lacounty.gov**



FESIA A. DAVENPORT
Acting Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

Board of Supervisors
HILDA L. SOLIS
First District

HOLLY J. MITCHELL
Second District

SHEILA KUEHL
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

January 5, 2021

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:

**NINE-YEAR LEASE
PROBATION DEPARTMENT
2934 EAST GARVEY AVENUE SOUTH, WEST COVINA
(FIRST DISTRICT)
(3 VOTES)**

SUBJECT

Approval of a proposed new nine-year lease for 21,997 rentable square feet of office space and 93 on-site parking spaces for the Probation Department's (Probation) Adult Investigative Services Unit.

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 Acting Chief Executive Officer, or her designee, to execute the proposed lease with Garvey Avenue South, LLC (Landlord), for approximately 21,997 rentable square feet of office space and 93 on-site parking spaces located at 2934 East Garvey Avenue South, West Covina, CA 91791, to be occupied by Probation. The estimated maximum first year base rental cost is \$620,316. The estimated total lease cost is \$10,102,000 over the nine-year term, including low voltage cost to be paid by Probation directly to Internal Services Department (ISD). The costs will be funded 100 percent from Public Safety Realignment Act Assembly Bill 109 (AB 109) revenue.

3. Authorize the Acting Chief Executive Officer, or her designee, to reimburse the Landlord up to \$2,309,685 for the County's Tenant Improvement (TI) contribution if paid in a lump sum or \$2,762,000 if fully amortized.
4. Authorize the Director of Probation to contract with and direct ISD in coordination with the Acting Chief Executive Officer, or her designee for the acquisition and installation of telephone, data, and low-voltage systems (Low Voltage Items) at a total cost not to exceed \$919,313 if paid in a lump sum, or \$1,038,000 if amortized over five years at 6 percent interest per annum. The cost for the Low Voltage Items is in addition to the rental costs and the County's TI contribution payable to the Landlord.
5. Authorize and direct the Acting Chief Executive Officer, or her designee, to execute any other ancillary documentation necessary to effectuate the terms of the proposed lease, and to take actions necessary and appropriate to implement the terms of the proposed lease, including, without limitation, exercising early termination rights.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The proposed lease at 2934 East Garvey Avenue South, West Covina is intended to house the new Probation Investigative Services Unit in response to Proposition 63 (Prop 63).

Prop 63 requires Probation to provide investigative services to ensure that persons convicted of a felony or a certain misdemeanor are in compliance with Prop 63 which prohibits them from possessing firearms. The courts defer to Probation to investigate whether the Automated Firearms System, or other credible information obtained from law enforcement, reveal that the individual owns, possess or controls a firearm. Clients will not be reporting to this location.

The proposed lease will provide Probation with sufficient office space to house approximately 110 employees, will adequately meet the space needs of the department, and is accessible to public transportation routes.

Approval of the recommended actions will find that the proposed lease is exempt from CEQA and will allow Probation to operate at the subject facility.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan Goal 1 – *Make Investments That Transform Lives* directs 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 consistent with the Strategic Asset Management Plan Goal 2 – Strengthen Connection between Service Priorities and Asset Decisions and Key Objective 4 – Guide Strategic Decision-Making.

The proposed lease supports the above goals and objective as it will provide Probation with appropriate office space to conduct its investigations which enhance public safety and customer service. The proposed lease conforms with the Asset Management Principles outlined in Enclosure A.

FISCAL IMPACT/FINANCING

Sufficient funding to cover the proposed lease and County TI reimbursement costs for the first year of the proposed lease term, is included in the Fiscal Year (FY) 2020-21 Rent Expense Budget, and will be billed back to Probation. Probation has sufficient funding in its FY 2020-21 operating budget to cover the proposed rent, Low-Voltage Items, and County TI costs for the first year. Beginning in FY 2021-22, ongoing funding for costs associated with the proposed lease will be part of the budget for Probation. The costs will be funded 100 percent from Public Safety Realignment Act AB 109 revenue. The costs for Low Voltage Items will be paid by Probation directly to ISD and are not part of the lease.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

- The base rent includes parking and is subject to fixed 3 percent increases per annum.
- Total TI costs are expected to be \$3,519,520. The Landlord will provide \$1,209,835 (\$55 per rentable square foot) base TI allowance.

- The County will reimburse the Landlord up to \$2,309,685 (\$105 per rentable square foot) as the County's lump sum TI contribution. The Landlord is only willing to provide the amount of \$1,759,760 amortized over five years, and requires the remaining amount of \$549,925 to be amortized over three years. Both amounts will be repaid to the Landlord with fixed annual interest rate of 8 percent for a fully amortized amount not to exceed \$2,762,000.
- The Landlord is responsible for all operating and maintenance costs of the building including all utilities and janitorial costs. The County has no responsibility for any operating and maintenance costs.
- The proposed lease includes 93 on-site parking spaces at no additional cost to the County.
- The aggregate cost associated with the proposed lease over the entire term is \$10,102,000, as shown on Enclosure B.
- The County has the right to terminate the proposed lease at the end of the sixth, seventh and eighth years of the lease term subject to an early termination fee not to exceed \$496,128.64 comprised of the \$403,278.33 unamortized portion of the TI allowance and the \$92,850.31 unamortized portion of the brokerage commission.
- Holdover at the proposed lease expiration is permitted on the same lease terms and conditions except the monthly base rent during the initial six months of the holdover period will be at the same base rent at the time of the lease expiration and effective six months after expiration of the lease term, the base rent will increase by 10 percent and effective one year after expiration of the lease term, the base rent will increase by 50 percent.
- The proposed lease will be effective upon approval by the Board and full execution of the proposed lease, but the term and rent will commence upon completion of the TIs by the Landlord and acceptance of the premises by the County.

The Chief Executive Office (CEO) issued a flyer soliciting proposals for available space from landlords, brokers, and other owner representatives, for this space need, through the Board's Executive Office website, and the CEO-Real Estate's County website. The recommended facility was the only suitable response meeting Probation's needs. The CEO 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 \$31.80 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. We recommend the proposed facility as the most suitable to meet the County's space requirements.

CEO has communicated with co-working office space companies regarding office space for the applicable programs and they have informed CEO that their co-working office space does not have available space for long term occupancy to accommodate the required space needs. In addition, co-working office space is not financially viable in comparison to rental costs of traditional long-term office space.

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

The Department of Public Works has inspected the facility and found it suitable for County occupancy. Construction of the TIs will be completed in compliance with relevant building and construction laws and regulations, including the Americans with Disabilities Act.

The required notification letter to the city of West Covina has been sent in accordance with Government Code Section 25351. County Counsel has reviewed the enclosed proposed lease and has approved it as to form.

The proposed lease will provide a suitable office location for the new Probation Investigative Services Unit, which is consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012, and 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.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

The Honorable Board of Supervisors
January 5, 2021
Page 7

CONCLUSION

It is requested that the Executive Office of the Board return one certified copy of the Minute Order and an adopted-stamped copy of this letter to the CEO, Real Estate Division, at 320 West Temple Street, 7th Floor, Los Angeles, CA 90012, for further processing.

Respectfully submitted,

FESIA A. DAVENPORT
Acting Chief Executive Officer

FAD:JMN:DPH:DL
JLC:MN:MC:gw

Enclosures

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

**PROBATION DEPARTMENT
2934 EAST GARVEY AVENUE SOUTH, WEST COVINA**

Asset Management Principles Compliance Form¹

1.	<u>Occupancy</u>		Yes	No	N/A
	A	Does lease consolidate administrative functions? ²			X
	B	Does lease co-locate with other functions to better serve clients? ²			X
	C	Does this lease centralize business support functions? ²			X
	D	Does this lease meet the guideline of 200 sq. ft of space per person? ²	X		
	E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? ²	X		
	F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location? ²	X		
2.	<u>Capital</u>				
	A	Is it a substantial net County cost (NCC) program? The costs are 100 percent funded from Public Safety Realignment Act (AB 109) revenue.		X	
	B	Is this a long-term County program?	X		
	C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?		X	
	D	If no, are there any suitable County-owned facilities available?		X	
	E	If yes, why is lease being recommended over occupancy in County-owned space?			X
	F	Is Building Description Report attached as Enclosure C?	X		
	G	Was build-to-suit or capital project considered? ²			X
3.	<u>Portfolio Management</u>				
	A	Did department utilize CEO Space Request Evaluation (SRE)?	X		
	B	Was the space needed 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. <u> X </u> No suitable County occupied properties in project area.			
		3. ____ No County-owned facilities available for the project.			
		4. ____ Could not get City clearance or approval.			
		5. ____ The Program is being co-located.			
	E	Is lease a full-service lease? ²	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					

OVERVIEW OF PROPOSED LEASE COSTS

2934 East Garvey Ave. South, West Covina	Proposed Lease
Area (square feet)	21,997
Term	9 years
First Year Annual Base Rent	\$620,316 (\$28.20 per sq. ft. annually)
Base TI Allowance (non-reimbursable)	\$1,209,835 (\$55.00 per sq. ft)
County TI Contribution (reimbursable)	\$2,309,685 (\$105.00 per sq. ft.)
Total First Year Lease Costs	\$1,606,045 ⁽¹⁾
Rental Adjustment	3 percent per annum
Parking (included in Rent)	93 spaces
Option to Renew	N/A

⁽¹⁾ The total first year cost is comprised of base rent of \$620,316, including parking, \$350,757 low voltage costs, and TI costs of \$634,972.

OVERVIEW OF THE BUDGETED LEASE AND RELATED COSTS

Probation Department
2934 Garvey Ave, S., West Covina

Leased Area (sq. ft.)	21,997			
Term (months)	108			
Annual Rent Adjustment	3%			
Base Rent	Cost Per RSF Per Month \$2.35	Cost Per RSF Per Year \$28.20		
	Labor Costs	TESMA (Lump Sum Cost)	TESMA (Amortized Cost)	Low Voltage Total
Low Voltage (Lump Sum) (Labor Cost + TESMA Cost)	\$179,012.15	\$740,300.00		\$919,312.15
Low Voltage (Amortized) (Labor Cost + TESMA Cost)	\$179,012.15		\$858,724.38	\$1,037,736.53
		Lump Sum Cost	Amortized Cost	Amortized Cost
Tenant Improvement (\$80 per sq. ft.)		\$1,759,760.00	\$2,140,895.26	\$2,140,895.26
		Lump Sum Cost	Amortized Cost	Amortized Cost
Tenant Improvement (\$25 per sq. ft.)		\$549,925.00	\$620,375.40	\$620,375.40

	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year	6 th Year	7 th Year	8 th Year	9 th Year	Total 9 Year Rental Costs
Annual Base Rent Costs ¹	620,316	638,925	658,093	677,836	698,171	719,116	740,690	762,910	785,797	6,302,000
Tenant Improvement Costs ²	428,180	428,180	428,180	428,180	428,180					2,141,000
Tenant Improvement Costs ³	206,792	206,792	206,792							621,000
Total TI Contribution	634,972	634,972	634,972	428,180	428,180					2,762,000
Total Paid to Landlord	1,255,288	1,273,897	1,293,065	1,106,016	1,126,351	719,116	740,690	762,910	785,797	9,064,000
Low Voltage Costs ⁴	350,757	171,745	171,745	171,745	171,745					1,038,000
Total Annual Lease Costs	1,606,045	1,445,642	1,464,810	1,277,761	1,298,096	719,116	740,690	762,910	785,797	10,102,000

¹ Base rent includes fixed 3 percent increases per annum.

² Assumes Tenant's TI Contribution of \$1,759,760 (\$80 per RSF) and amortized at 8% fixed rate over 60 months (5-Years) with no Change Request Contingency.

³ Assumes Tenant's TI Contribution of \$549,925 (\$25 per RSF) and amortized at 8% fixed rate over 36 months (3-Years).

⁴ Low Voltage Costs: Labor costs (\$179,015.15) must be paid via a lump sum payment in the first year. Equipment costs will be financed over 5 years at 6%. The first year labor and equipment costs will be \$350,757 (\$179,012.15 + \$171,744.84).

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

PROBATION DEPARTMENT**SPACE SEARCH – EAST SAN GABRIEL VALLY AREA**

LACO	Name	Address	Ownership Type	Gross Sq. Ft	Vacant
10111	Regional Facilities Agency	265 Cloverleaf Dr Baldwin Park 91706	Owned	444,244	None
10241	DMH – East San Gabriel Valley Mental Health Center	1359 N Grand Ave Covina 91724	Leased	28,619	None
A059	West Covina Regional Services Building	2934 E Garvey Ave West Covina 91791	Leased	57,633	None
A171	DPSS - Medi - Cal Long Term Care (LTC)	17171 E Gale Ave City of Industry 91745	Leased	36,000	None
A344	DCFS - Covina Annex	1373 E Center Court Dr Covina 91724	Leased	29,525	None
B441	PW - Inc City Office (Irwindale)	5050 N Irwindale Ave Irwindale 91706	Gratis Use	665,597	None

FACILITY LOCATION POLICY ANALYSIS

Proposed Lease: Nine-year lease for the Probation Department – 2934 East Garvey Avenue South, West Covina – First Supervisorial District.

A. Establish Service Function Category – Countywide administrative service function.

B. Determination of the Service Area – Centrally located within the Eastern San Gabriel Valley region

C. Apply Location Selection Criteria to Service Area Data

- Need for proximity to service area and population: This location meets the service area criteria.
- Need for proximity to existing County facilities: N/A.
- Need for proximity to Los Angeles Civic Center: N/A
- Economic Development Potential: N/A
- Proximity to public transportation: The location is adequately served by local transit services, i.e. LA Metro and Foothill Transit bus service.
- Availability of affordable housing for County employees: The surrounding area provides for affordable housing and rental opportunities.
- Use of historic buildings: N/A
- Availability and compatibility of existing buildings: There are no alternative existing County buildings available to meet Probation's needs.
- Compatibility with local land use plans: The city of West Covina has been notified of the proposed County use which is consistent with its use and zoning for office space at this location. A notification letter has been sent pursuant to Government Code Section 25351.
- The total first year costs associated with the proposed lease is \$1,606,045 which is comprised of base rent of \$620,316, including parking, \$350,757 low voltage costs, and TI costs of \$634,972.

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D. Analyze results and identify location alternatives

The Chief Executive Office (CEO) issued a flyer soliciting proposals for available space from landlords, brokers, and other owner representatives, for this space need, through the Board's Executive Office website and the CEO-Real Estate's County website. The recommended facility was the only suitable response meeting the Department's needs. The CEO 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 \$31.80 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. 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 110 employees consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012.

**COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE**

LEASE AGREEMENT

**COUNTY OF LOS ANGELES - Tenant
GARVEY AVENUE SOUTH, LLC – Landlord**

**2934 EAST GARVEY AVE SOUTH
WEST COVINA, CALIFORNIA**

TABLE OF CONTENTS

	Page
1. BASIC LEASE INFORMATION.....	1
1.1 Terms	1
1.2 Defined Terms Relating to Landlord's Work Letter.....	3
1.3 Exhibits to Lease	4
1.4 Landlord's Work Letter	4
2. PREMISES.....	4
3. COMMON AREAS	4
4. COMMENCEMENT AND EXPIRATION DATES	4
4.1 Term	4
4.2 Termination Right	5
4.3 Early Entry	5
4.4 Early Termination	6
5. RENT	6
5.1 Base Rent.....	6
6. USES	7
7. HOLDOVER	7
8. COMPLIANCE WITH LAW	7
9. DAMAGE OR DESTRUCTION	7
9.1 Damage	7
9.2 Tenant Termination Right	8
9.3 Damage In Last Year	8
9.4 Default By Landlord	8
10. REPAIRS AND MAINTENANCE.....	8
10.1 Landlord Representations	8
10.2 Landlord Obligations	10
10.3 Tenant Obligations	11
10.4 Tenant's Right to Repair	11
11. SERVICES AND UTILITIES.....	12
11.1 Services.....	12
11.2 Utilities	13
12. TAXES	14
13. LANDLORD ACCESS	14
14. TENANT DEFAULT	14
14.1 Default	14
14.2 Termination	15
14.3 No Effect on Indemnity	15
15. LANDLORD DEFAULT	15
15.1 Remedies	15
15.2 Waiver	15
15.3 Emergency	15
16. ASSIGNMENT AND SUBLETTING	16
16.1 Assignment and Subletting.....	16
16.2 Sale	16
17. ALTERATIONS AND ADDITIONS	16
17.1 Landlord Consent	16
17.2 End of Term.....	17
18. CONDEMNATION.....	17
18.1 Controlling Terms	17
18.2 Total Taking.....	17

18.3	Partial Taking	17
18.4	Restoration	18
18.5	Award	18
18.6	Waiver of Statute	18
19.	INDEMNIFICATION	18
19.1	Landlord's Indemnity	18
19.2	Tenant's Indemnity	18
20.	INSURANCE	19
20.1	Waiver	19
20.2	General Insurance Provisions – Landlord Requirements	19
20.3	Insurance Coverage Types And Limits	22
20.4	Landlord Requirements	22
20.5	Waiver of Subrogation	22
21.	PARKING	23
21.1	Tenant's Rights	23
21.2	Remedies	23
22.	ENVIRONMENTAL MATTERS	23
22.1	Hazardous Materials	23
22.2	Landlord Indemnity	24
23.	ESTOPPEL CERTIFICATES	24
24.	TENANT IMPROVEMENTS	24
25.	LIENS	25
26.	SUBORDINATION AND MORTGAGES	25
26.1	Subordination and Non-Disturbance	25
26.2	Existing Deeds of Trust	25
26.3	Notice of Default	25
27.	SURRENDER OF POSSESSION	25
28.	SIGNAGE	25
29.	QUIET ENJOYMENT	26
30.	GENERAL	26
30.1	Headings	26
30.2	Successors and Assigns	26
30.3	Brokers	26
30.4	Entire Agreement	26
30.5	Severability	26
30.6	Notices	27
30.7	Governing Law and Venue	27
30.8	Waivers	27
30.9	Time of Essence	27
30.10	Consent	27
30.11	Community Business Enterprises	27
30.12	Memorandum of Lease	27
30.13	Counterparts	28
31.	AUTHORITY	28
32.	ACKNOWLEDGEMENT BY LANDLORD	28
32.1	Consideration of GAIN Program Participants	28
32.2	Solicitation of Consideration	28
32.3	Landlord Assignment	29
33.	IRREVOCABLE OFFER	30
34.	COUNTERPARTS; ELECTRONIC SIGNATURES	30

EXHIBITS

- Exhibit A – Floor Plan of the Premises
- Exhibit B – Commencement Date Memorandum and Confirmation of Lease Terms
- Exhibit C – Form of Payment Voucher
- Exhibit D – Heating, Ventilation, and Air Conditioning Standards
- Exhibit E – Cleaning and Maintenance Schedule
- Exhibit F – Subordination, Nondisturbance and Attornment Agreement
- Exhibit G – Tenant Estoppel Certificate
- Exhibit H – Community Business Enterprises Form
- Exhibit I – Memorandum of Lease Terms

LANDLORD'S WORK LETTER

- Addendum A – Base Building Improvements
- Addendum B – Tenant Improvements
- Addendum C – Form of Preliminary and Final TI Cost Statement

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

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

Landlord and Tenant agree:

1. BASIC LEASE INFORMATION

1.1 Terms

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

a. Landlord's Address for Notice:	GARVEY AVENUE SOUTH, LLC C/O Ron Kelly 556 North Diamond Bar Boulevard Suite 200 Diamond Bar, California 91765 Email: ron.kelly@olsonmax.com
b. Tenant's Address for Notice:	Chief Executive Office Real Estate Division 320 West Temple Street, 7th Floor Los Angeles, California 90012 Attention: Director of Real Estate Email: LeaseAcquisitions@ceo.lacounty.gov With a copy to: County of Los Angeles Office of the County Counsel 648 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012-2713 Attention: Property Division
c. Premises:	Approximately 21,997 rentable/gross square feet in the Building (defined below), as shown on <u>Exhibit A</u> attached hereto.

d. Building:	The Building located at 2934 East Garvey, Avenue South, West Covina, California, which is currently assessed by the County Assessor as APN 8480-001-029 (the "Property");
e. Term:	Nine years, commencing 30 days after the date of Tenant's Acceptance of the Premises, as defined in Section 4.1 (the "Commencement Date"), and terminating at midnight on the day before the ninth 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. Projected Commencement Date:	June 1, 2020
g. Irrevocable Offer Expiration Date: (see Section 33)	January 5, 2021
h. Base Rent:	\$51,692.95 per month (\$2.35/sf/mo.)
i. Early Termination (see Section 4.4)	A one (1) time right to terminate at the end of year six (6), year seven (7) and year eight (8), by giving Landlord not less than one hundred and eighty (180) days prior written notice.
j. Rentable/gross Square Feet in the Premises:	21,997 square feet
k. Initial Departmental Use:	Probation Department, subject to Section 6.
l. Parking Spaces:	93
m. Normal Working Hours:	6 a.m. to 8 p.m. Monday through Friday, and 9 a.m. to 2 p.m. on Saturdays
n. Asbestos Report:	A report dated <u>November 19, 2019</u> prepared by <u>Safeguard EnviroGroup</u> , a licensed California Asbestos contractor.
o. Seismic Report	A report dated <u>2019</u> and revised <u>November 12, 2019</u> prepared by the Department of Public Works.

p. Disabled Access Survey	A report dated <u>September 4, 2018</u> prepared by the State of California General Services.
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1.2 Defined Terms Relating to Landlord's Work Letter

a. Tenant Improvement Allowance:	\$1,209,835.00 (i.e., \$55.00 per rentable square foot of the Premises)
b. Tenant's TI Contribution:	\$2,309,685 (i.e., \$105.00 per rentable square foot of the Premises)
c. Change Request Contingency	Not Applicable
d. Tenant Improvement Amortization Rate and Change Request Amortization Rate:	Eight percent (8 %) per annum
e. Tenant's Work Letter Representative:	An assigned staff person of the Chief Executive Office-Real Estate Division
f. Landlord's Work Letter Representative:	Ron Kelly or an assigned staff person of the Landlord
g. Landlord's Address for Work Letter Notice:	GARVEY AVENUE SOUTH, LLC 556 North Diamond Bar Boulevard Suite 200 Diamond Bar, California 91765
h. Tenant's Address for Work Letter Notice:	Chief Executive Office Real Estate Division 320 West Temple Street, 7 th Floor Los Angeles, California 90012 Attention: Director of Real Estate Email: LeaseAcquisitions@ceo.lacounty.gov

<p>1.3 <u>Exhibits to Lease</u></p>	<p>Exhibit A - Floor Plan of Premises Exhibit B - Commencement Date Memorandum and Confirmation of Lease Terms Exhibit C - Form of Payment Voucher Exhibit D - HVAC Standards Exhibit E - Cleaning and Maintenance Schedule Exhibit F - Subordination, Non-Disturbance and Attornment Agreement Exhibit G - Tenant Estoppel Certificate Exhibit H - Community Business Enterprises Form Exhibit I - Memorandum of Lease</p>
<p>1.4 <u>Landlord's Work Letter</u> (Executed concurrently with this Lease and incorporated herein by this reference):</p>	<p>Landlord's Work Letter Addendum A: Base Building Improvements Addendum B: Tenant Improvements Addendum C: Form of Preliminary and Final TI Cost Statement</p>

2. **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 and depicted on Exhibit A attached hereto.

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 and other public areas of the Building, walkways, landscaped areas, driveways necessary for access to the Premises, parking areas and other common facilities designated by Landlord from time to time for common use of all tenants of the Building. Tenant shall comply with all reasonable, non-discriminatory rules and regulations regarding the use of the Common Area established by Landlord.

4. **COMMENCEMENT AND EXPIRATION DATES**

4.1 Term

The term of this Lease shall commence upon the Commencement Date and terminate on the Termination Date. Within 30 days of determining the Commencement Date, Landlord and Tenant shall acknowledge in writing the Commencement Date by executing a Commencement Date Memorandum and Confirmation of Lease Terms in the form attached hereto as Exhibit B. The Commencement Date shall begin 30 days after the date of Tenant's Acceptance of the Premises. The term "Tenant's Acceptance of the Premises" as used in this Lease shall mean the date upon which the Tenant Improvements and the Premises are Substantially Complete, Tenant has inspected the Premises, and Tenant has accepted the Tenant Improvements and the Premises. The term "Substantial Completion" as used in this Lease shall mean compliance with all of the following:

- a. The shell and core of the Building including seismic retrofit of the building to ensure it complies with Tenants seismic requirements and findings noted on the Seismic Report referenced on Section 1.1(0) are complete and in compliance with all applicable laws and codes, and all of the building systems are operational to the extent necessary to service the Premises;
- b. Landlord has sufficiently completed all the work required to be performed by Landlord in accordance with this Lease and Landlord's Work Letter (if any), including the installation of modular furniture systems, if so required (except minor punch list items which Landlord shall thereafter promptly complete), such that Tenant can conduct normal business operations from the Premises;
- c. Landlord has obtained a certificate of occupancy for the Building, or a temporary certificate of occupancy for that portion of the Building that includes all of the Premises, or its equivalent;
- d. Tenant has been provided with the number of parking privileges and spaces to which it is entitled under this Lease; and
- e. If Landlord is responsible for the installation of telecommunications systems, then such systems shall be completely operational.

Termination Right

If the Commencement Date has not occurred within 60 days after the Projected Commencement Date, subject to Tenant Delays or Force Majeure Delays, as provided in Landlord's Work Letter executed concurrently herewith, then Tenant may thereafter, at any time before the Commencement Date occurs, terminate this Lease effective upon the giving of written notice to Landlord, and the parties shall have no further rights or obligations to one another hereunder.

4.2 Termination Right

If the Commencement Date has not occurred within 60 days after the Projected Commencement Date, subject to Tenant Delays or Force Majeure Delays, as provided in Landlord's Work Letter executed concurrently herewith, then Tenant may thereafter, at any time before the Commencement Date occurs, terminate this Lease effective upon the giving of written notice to Landlord, and the parties shall have no further rights or obligations to one another hereunder.

4.3 Early Entry

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

4.4 Early Termination

Tenant shall have the right to terminate this Lease at the Early Termination dates specified in Section 1.1, by giving Landlord not less than 180 days prior written notice, executed by the Chief Executive Officer of Tenant and shall reimburse the Landlord for all unamortized Tenant Improvement and all unamortized Leasing Commissions as specified below within thirty (30) days from the date of the Early Termination notice

Unamortized Amounts	Commissions	TIs	Total Penalty
Year 6 Termination Penalty	\$ 92,850.31	\$ 403,278.33	\$ 496,128.64
Year 7 Termination Penalty	\$ 61,900.21	\$ 268,852.22	\$ 330,752.43
Year 8 Termination Penalty	\$ 30,950.10	\$ 134,426.11	\$ 165,376.21

5. RENT

5.1 Base Rent

Tenant shall pay Landlord the Base Rent stated in Section 1 during the Term hereof within 15 days after (a) the Commencement Date, and (b) the first day of each calendar month thereafter, provided that prior to the Commencement Date, Landlord must file with the Auditor of the County of Los Angeles a payment voucher for the Base Rent attributable to the initial month(s) of the Term up to and including June of the first year during the Term, and annually thereafter, on or before June 15 of each subsequent calendar year, for the Base Rent attributable to the following 12 months (i.e., beginning July 1). Landlord shall submit such payment vouchers in the same form as Exhibit C attached hereto, along with a completed IRS form W-9 and evidence of insurance in compliance with Section 20.2. If Landlord fails to timely file any payment voucher as required pursuant to this Section 5.1, then Tenant shall not be required to pay Base Rent to Landlord until 15 days after Landlord files such payment voucher for the applicable period. 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. The monthly Base Rent shall be abated for months 2 through 4 (Free Rent) and is subject to three percent annual increases as follows:

<u>Year</u>	<u>Rental Rate</u>	<u>Monthly</u>
1	\$2.35	\$51,692.95
2	\$2.42	\$53,243.74
3	\$2.49	\$54,841.05
4	\$2.57	\$56,486.28
5	\$2.64	\$58,180.87
6	\$2.72	\$59,926.30
7	\$2.81	\$61,724.09
8	\$2.89	\$63,575.81
9	\$2.98	\$65,483.08

6. USES

Landlord agrees that the demised Premises, together with all appurtenances thereto, shall be used by the Tenant for the government department set forth in Section 1.1 or for any other governmental purposes or other lawful purposes that do not materially adversely interfere with other uses in the Building, during Normal Working Hours, after Normal Working Hours, 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 90 days written notice from Landlord or 30 days written notice from the Chief Executive Officer of Tenant 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. Should Tenant remain in possession of the Premises or any part thereof beyond six (6) months after the expiration of the term of this Lease, the holdover rate shall increase to one-hundred and ten percent (110%) of 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 and should Tenant remain in possession of the Premises or any part thereof beyond one (1) year after the expiration of the term of this Lease, the holdover rate shall increase to one-hundred and fifty percent (150%) of 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, 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 180 days, then Landlord shall promptly commence and diligently prosecute to complete the repairs to the Premises, provided that insurance proceeds are available to repair the damages., 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 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. Tenant waives the provisions of California Civil Code Sections 1932(2) and 1933(4) with respect to any partial or total destruction of the Premises.

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 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 notice to the other not more than 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 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 terminate the lease.

10. REPAIRS AND MAINTENANCE

10.1 Landlord Representations

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

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

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

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

parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

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

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

- i. the floor covering (if such floor covering is carpeting it shall be replaced once during the initial Lease Term, but not less often than after five years of use), and shall not to exceed three dollars (\$3.00) per rentable square foot;
 - ii. interior partitions;
 - iii. doors;
 - iv. the interior side of demising walls (which shall be repainted once during the initial Lease Term but not less often than every five years), and not to exceed one dollar and fifty cents (\$1.50) per rentable square foot;
 - v. signage;
 - vi. emergency exit signage and battery replacement; and
 - vii. HVAC equipment dedicated to the mechanical rooms housing Tenant's computer servers and related equipment.
- c. Landlord shall, to the best of its ability, provide any 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, and subject to Section 20.5 hereof, 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 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 laws.

10.4 Tenant's Right to Repair

- a. If Tenant provides written notice (or oral notice in the event of an emergency, such as damage or destruction to or of any portion of the Building structure and/or the Building systems, and/or anything that could cause material disruption to Tenant's business) to Landlord of an event or circumstance which requires the action of Landlord with respect to repair and/or maintenance, and if Landlord fails to provide such action within a

reasonable period of time given the circumstances after the giving of such notice, but in any event not later than five 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.. If not reimbursed by Landlord within thirty days, 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, at its sole discretion, acting through the Chief Executive Office, may request that the Landlord perform, supply and administer any repairs, maintenance, building services and/or alterations that are the responsibility of the Tenant, in which case Tenant shall promptly reimburse Landlord for such cost, not to exceed \$5,000. Any improvements by Landlord shall be subject to (i) the Work Letter provisions regarding selection and bidding of contractors, Landlord-Tenant coordination and audit rights, and Tenant remedies found in, but not limited to, Sections 4 through 13 of said Work Letter; and (ii) compliance with County Internal Services Department Purchasing Policy and Procedure No. A-0300, effective November 22, 2016, delivered to Landlord and incorporated by reference herein.

11. SERVICES AND UTILITIES

11.1 Services

a. Heating, Ventilation and Air Conditioning (HVAC)

Landlord shall furnish heating, ventilation and air conditioning ("HVAC"), during Normal Working Hours in amounts required for the use and occupancy of the Premises for normal office purposes to a standard comparable to other first-class buildings and not less than the standard set forth in Exhibit D attached hereto. In addition, Landlord shall furnish HVAC at all times (i.e., 24 hours per day, 7 days per week, 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 Work Letter (if applicable) but in any event not less than seven watts of electric current (connected load) per square foot of

Rentable/gross 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 passenger elevator services to the Premises during Normal Working Hours. 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 warm and cold water for normal lavatory and potable water meeting all applicable governmental standards for drinking purposes in the Premises.

e. Janitorial

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

f. Access

Landlord shall furnish to Tenant's employees and agents access to the Building, Premises and Common Areas on a seven day per week, 24 hour per day basis, subject to compliance with such reasonable security measures as shall from time to time be in effect for the Building.

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 E attached hereto.

11.2 Utilities

Landlord agrees to pay, at its sole cost, when due, all charges for the use of the sewer, effluent treatment (when and if imposed by any governmental authority), all water, sprinkler standby charges, electricity, gas, heating and common area power and lighting, trash removal service, fire/life safety systems, charges associated with the HVAC, and other utility rents and charges accruing or payable in connection with the Premises and the Common Areas during the Term of this Lease or any renewal, extension, or holdover thereof, whether the same are 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.

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

12. TAXES

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

13. LANDLORD ACCESS

Tenant shall permit Landlord and its agents to enter the Premises during Normal Working Hours upon prior written notice 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.

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 30 days after written notice from Landlord specifying in detail the nature of the default; provided, however, if more than 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 30-day period and thereafter diligently prosecutes such cure to completion.

14.2 Termination

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

14.3 No Effect on Indemnity

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

15. LANDLORD DEFAULT

15.1 Remedies

In addition to the provisions for Landlord's default provided by Sections 9.4, 10.4, 19, 21.2 and 32.3, Landlord shall be in default ("Landlord Default") in the performance of any obligation required to be performed by Landlord under this Lease if Landlord has failed to perform such obligation within ten 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 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 pursue the remedy of specific performance;

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

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, Landlord shall provide the following information to Tenant, at Tenant's Address for Notice, as a condition of Tenant's obligation to pay Base Rent to the new owner:

- a. Written evidence of the transfer of the Property (e.g., a recorded deed), or a letter from the transferor confirming that the Property was transferred to the new owner.
- b. A signed letter 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

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. 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 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 30 days nor later than 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 date of termination as designated by Tenant. If Tenant does not so notify Landlord within 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 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 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

Intentionally Omitted.

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, arising from or connected with the use or operation of the Building by Landlord, its employees, agents or contractors or any other acts and omissions arising from and/or relating to the Landlord's ownership of the Building, or arising from any breach or default under this Lease by Landlord.

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, demands, claims, actions, fees, costs and expenses (including reasonable attorney and expert witness fees) arising from or connected with the Tenant's repair, maintenance and other acts and omissions arising from and/or relating to the Tenant's use of the Premises, or arising from any breach or default under this Lease by Tenant.

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

20.1 Waiver

Both the Tenant and the 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

Certificate(s) of insurance coverage (Certificate) satisfactory to Tenant, and a copy of an Additional Insured endorsement confirming that Tenant and Tenant's Agents (defined below) are named as Additional Insureds under the Landlord's Commercial General Liability policy, shall be delivered to Tenant at the address shown below and provided prior to the start day of this Lease.

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.

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 the 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.

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

Certificates and copies of any required endorsements, 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 Tenant 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

Tenant and its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively, "Tenant's Agents"), shall be named as additional insureds under Landlord's Commercial General Liability Insurance policy with respect to the Building. Tenant's additional insured status shall apply whether liability is attributable to the Landlord, Tenant or Tenant's Agents. 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 set forth herein. Use of an automatic additional insured endorsement form is acceptable, provided that it satisfies the Required Insurance provisions set forth herein.

c. Cancellation of or Changes in Insurance

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

d. Failure to Maintain Insurance

Landlord's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Lease.

e. Insurer Financial Ratings

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

f. Landlord's Insurance Shall Be Primary

Landlord's insurance policies, with respect to any claims related to this Lease, shall be primary with respect to all other sources of coverage available to Tenant. Any Tenant maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Landlord 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 (i.e., "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. A certificate evidencing insurance coverage or letter evidencing self-insurance will be provided to Landlord after execution of this Lease at Landlord's request.

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

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

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

b. Commercial Property Insurance. Such insurance shall:

i. Provide coverage for Tenant's property and any tenant improvements and betterments to the Premises; this coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), excluding earthquake and including flood and ordinance or law coverage.

ii. Be written for the full replacement cost of the Property, with a deductible no greater than \$250,000 or 5% of the Property value, whichever is less. Insurance proceeds shall be payable to the Landlord and Tenant, as their interests may appear.

20.5 Waiver of Subrogation

Landlord and Tenant each hereby waive their rights of subrogation against one another to the extent it is covered by the property insurance policies required to be

carried hereunder. Landlord shall cause its insurance carriers to consent to the foregoing waiver of rights of subrogation against Tenant.

21. PARKING

21.1 Tenant's Rights

Tenant shall have the right to the number of parking spaces set forth in Section 1, without charge, for the Term of this Lease. Tenant shall be entitled to full in/out privileges. 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 other parking spaces are not for the exclusive use of Tenant, rather, all such parking spaces are to be used on a non-exclusive, first-come, first-served basis by Tenant and other tenants, occupants, licensees, invitees and permittees of the Building.

21.2 Remedies

Landlord acknowledges that it is a material term of this Lease that Tenant receives all of the parking spaces to which it is entitled under this Lease for the entire Term of this Lease and that it would be impracticable and extremely difficult to fix the actual damages for a breach of such provisions. It is therefore agreed that if, for any reason whatsoever, 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 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 G attached hereto (properly completed) but shall have no other obligation to deliver any other form of estoppel certificate. It is intended that any such statement delivered pursuant to this Section may be relied upon by a prospective purchaser of Landlord's interest in the Premises or a holder of any mortgage upon Landlord's interest in the Premises.

24. TENANT IMPROVEMENTS

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

25. LIENS

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

26. SUBORDINATION AND MORTGAGES**26.1 Subordination and Non-Disturbance**

Tenant agrees, at Landlord's option, to subordinate this Lease to the lien of any mortgages or deeds of trust now or hereafter in force against the Building; provided, however, Tenant's obligation to subordinate this Lease is expressly conditioned upon Tenant receiving a written agreement in the form of Exhibit F 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 F 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 permitted to install at the Premises reasonably appropriate signs that conform with any and all applicable laws and ordinances.

29. QUIET ENJOYMENT

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

30. GENERAL

30.1 Headings

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

30.2 Successors and Assigns

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

30.3 Brokers

Landlord and Tenant each represent and warrant to each other that it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease other than as disclosed to the other in writing and shall indemnify and hold harmless each other against any loss, cost, liability or expense incurred by the other party as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made in variance with this representation. Tenant shall receive from Landlord or Landlord's broker, within ten days after the execution of this Lease, an amount equal to 50% of all commissions due to Landlord's broker as a result of the execution of this Lease, as set forth in a separate written agreement between Landlord and Landlord's broker, a copy of which has been delivered by Landlord to Tenant prior to the execution of this Lease.

30.4 Entire Agreement

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

30.5 Severability

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

30.6 Notices

The parties shall give all notices in writing by (i) personal delivery, (ii) national-recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid, or (iv) electronic mail, to the Landlord's Address for Notice and Tenant's Address for Notice as set forth in Section 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 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 H 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 I attached hereto, which Memorandum may be recorded by Tenant in the Official Records of Los Angeles County.

30.13 Counterparts

This Lease may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

31. AUTHORITY

Only the Board of Supervisors has the authority, by formally approving and/or executing this Lease, to bind the County to the terms included herein. Each individual executing this Lease on behalf of Tenant represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Tenant, and that this Lease is binding upon Tenant in accordance with its terms. 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 County. County 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 with the implication, suggestion or statement that the landlord's provision of the consideration may secure more favorable treatment for the landlord in the award of the lease or that the landlord's failure to provide such consideration may negatively affect the County's consideration of the landlord's

offer to lease. 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 either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the Landlord's submission being eliminated from consideration.

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 County. Notwithstanding the foregoing, the County 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. Landlord shall give the County 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 two weeks prior to the effective date thereof.

- e. Landlord shall not furnish any information concerning County 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 County) to any person or entity, except with County's prior written consent. Landlord shall indemnify, defend and hold County 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.
- f. The provisions of this Section 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.

33. IRREVOCABLE OFFER

In consideration for the time and expense that Tenant will invest in this Lease, including but not limited to preliminary space planning, legal review, and preparation and noticing for presentation to the Tenant Real Estate Management Commission of Los Angeles County, as necessary, in reliance on Landlord's agreement to lease the Premises to Tenant under the terms of this Lease, Landlord irrevocably offers to enter into this Lease and not to revoke this offer until the Irrevocable Offer Expiration Date, as defined in Section 1.

34. COUNTERPARTS; ELECTRONIC SIGNATURES

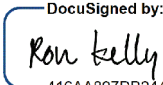
This Lease and any other document necessary for the consummation of the transaction contemplated by this Lease may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Lease and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Lease had been delivered had been signed using a handwritten signature. Landlord and Tenant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Lease is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv)

hereby waive any defenses to the enforcement of the terms of this Lease based on the foregoing forms of signature. If this Lease has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

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

LANDLORD:

GARVEY AVENUE SOUTH, LLC,
a California limited liability company

DocuSigned by:
 11/6/2020
By: 416AA897DB244A1...
Name: Ron Kelly
Its: Manager

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT
Acting Chief Executive Officer

By: _____
DEAN LEHMAN
Senior Manager, Real Estate Division

ATTEST:

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

By: _____
Deputy

APPROVED AS TO FORM:

Rodrigo A. Castro-Silva
Acting County Counsel

By: Lisa Jacobs
Deputy

EXHIBIT A
FLOOR PLAN OF PREMISES

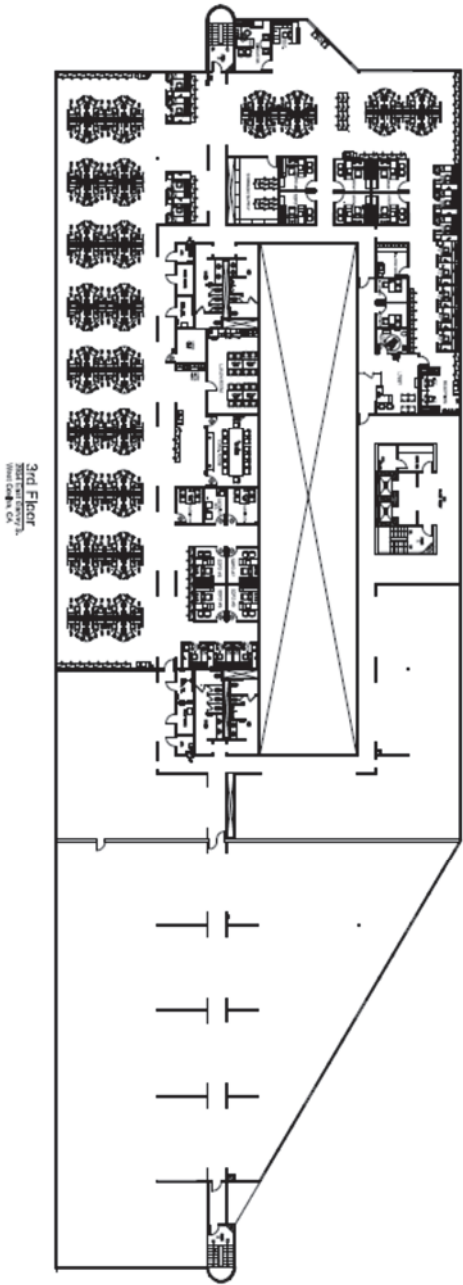


EXHIBIT B**COMMENCEMENT DATE MEMORANDUM
AND CONFIRMATION OF LEASE TERMS**

Reference is made to that certain Lease Agreement ("Lease") dated _____, 20__, between COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant"), and GARVEY AVENUE SOUTH, LLC, a California limited liability company ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the building located at 2934 East Garvey, Avenue South, West Covina, California ("Premises"),

Landlord and Tenant hereby acknowledge as follow:

- 1) Landlord delivered possession of the Premises to Tenant in a Substantially Complete condition on _____ ("Possession Date");
- 2) Tenant has accepted possession of the Premises and now occupies the same;
- 3) The Lease commenced on _____ ("Commencement Date");
- 4) The Premises contain _____ rentable/gross square feet of space; and
- 5) Landlord has paid a commission in the amount of \$_____ to Tenant pursuant to Section 30.3 of the Lease.

For clarification, the base rent for months 2 through 4 shall be abated, and the base rent is subject to fixed 3 percent rental rate adjustments as follows:

<u>Year</u>	<u>Rental Rate</u>	<u>Monthly</u>
1	\$2.35	\$51,692.95
2	\$2.42	\$53,243.74
3	\$2.49	\$54,841.05
4	\$2.57	\$56,486.28
5	\$2.64	\$58,180.87
6	\$2.72	\$59,926.30
7	\$2.81	\$61,724.09
8	\$2.89	\$63,575.81
9	\$2.98	\$65,483.08

IN WITNESS WHEREOF, this memorandum is executed this _____ day of _____, 20____.

Tenant:

COUNTY OF LOS ANGELES,
a body corporate and politic

Landlord:

GARVEY AVENUE SOUTH, LLC,
a California limited liability company

By: _____
Name _____
Its _____

By: _____
Name _____
Its _____

EXHIBIT D

HEATING, VENTILATION AND AIR CONDITIONING

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

EXHIBIT E

CLEANING AND MAINTENANCE SCHEDULE

1. DAILY (Monday through Friday)

- A. Carpets vacuumed.
- B. Composition floors dust-mopped.
- C. Desks, desk accessories and office furniture dusted. Papers and folders left on desk not to be moved.
- D. Waste baskets, other trash receptacles emptied.
- E. Chairs and waste baskets returned to proper position.
- F. Fingerprints removed from glass doors and partitions.
- G. Drinking fountains cleaned, sanitized and polished.
- H. Lavatories, toilets and toilet rooms cleaned and mopped. Toilet supplies replenished.
- I. Bulb and tube replacements, as required.
- J. Emergency exit signage and egress battery replacement (if applicable)
- K. Graffiti expunged as needed within two working days after notice by Tenant
- L. Floors washed as needed.
- M. Kitchen/lunchroom/restroom supplies replenished, including paper supplies, soap and _____.
- N. Exclusive day porter service from ____ a.m. to _____ p.m. (if provided by contract).

2. WEEKLY

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

3. MONTHLY

- C. Floors washed and waxed in uncarpeted office area.
- D. High-reach areas, door frames and tops of partitions dusted.
- E. Upholstered furniture vacuumed, plastic and leather furniture wiped
- F. Picture moldings and frames dusted.

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

4. QUARTERLY

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

5. SEMI-ANNUALLY

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

6. ANNUALLY

- Q. 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.
- R. 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.
- S. Touch-up paint all interior painted surfaces in a color and finish to match existing.

7. AS NEEDED

- T. 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.
- U. 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.
- V. Interior and exterior pest control inspections and remediation frequency is to be determined by a licensed exterminator.

W. 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:

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

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

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

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

8. 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 F

**SUBORDINATION, NONDISTURBANCE
AND ATTORNMENT AGREEMENT**

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

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

)
)
)
)
)
)
)

Space above for Recorder's Use

**SUBORDINATION, NONDISTURBANCE
AND ATTORNMENT AGREEMENT**

**NOTICE: THIS SUBORDINATION, NONDISTURBANCE 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, Nondisturbance 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 nondisturbance 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. Nondisturbance. 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 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 West 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 G

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 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.

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

COUNTY OF LOS ANGELES,
a body corporate and politic

By: _____
Name: _____
Title: _____

EXHIBIT H**COMMUNITY BUSINESS ENTERPRISE FORM**

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

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

1. Firm Name:			3. Contact Person/Telephone Number:			
2. Address:						
			4. Total number of employees in the firm:			
5. Provide the number of all minority	Owners, Partners and		Managers		Staff	
	All O.P. &	Women	All	Women	All Staff	Women
Black/African American						
Hispanic/Latin American						
Asian American						
Portuguese American						
American Indian/Alaskan						
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: _____

3. Provide the percentage of	All Empl	Wome
Black/African		
Hispanic/Latin		
Asian American		
Portuguese American		
American		
All Others		

III. MINORITY/WOMEN-OWNED FIRM CERTIFICATION

Is your firm currently certified as a minority owned

business firm by the: State of California? ☐

Yes ☐ No

City of Los Angeles? ☐ Yes ☐ No

Section D. OPTION TO PROVIDE REQUESTED INFORMATION

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

Firm Name: _____

Signature/Title: _____

Date: _____

EXHIBIT I

MEMORANDUM OF LEASE

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

County of Los Angeles
Chief Executive Office
Real Estate Division
320 West 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
Acting Chief Executive Officer

By: _____

DAVID P. HOWARD
Assistant Chief Executive Office

ATTEST:

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

By: _____ Deputy

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
Acting County Counsel

By: _____
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)

LANDLORD'S WORK LETTER

For

**COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE
LEASE AGREEMENT**

**COUNTY OF LOS ANGELES, as Tenant
GARVEY AVENUE SOUTH, LLC – Landlord**

**2934 EAST GARVEY AVE SOUTH
WEST COVINA, CALIFORNIA**

LANDLORD'S WORK LETTER

This Work Letter supplements the Lease Agreement (the "Lease") dated _____, 20____, executed concurrently herewith, by and between GARVEY AVENUE SOUTH, LLC, a California limited liability company as Landlord, and COUNTY OF LOS ANGELES, a body corporate and politic as Tenant, covering certain Premises described in the Lease. Terms capitalized but not otherwise defined herein shall have the meanings ascribed to them in the Lease.

The parties hereby agree as follows:

1. Basic Work Letter Information. The following terms as used herein shall have the meanings provided in this Section unless otherwise specifically modified by provisions of this Work Letter.

- | | |
|---|--|
| (a) <u>Tenant Improvement Allowance</u> | \$1,209,835 (i.e., \$55 per rentable square foot of the Premises) |
| (b) <u>Tenant's TI Contribution</u> | \$ 2,309,685 (i.e., \$105 per rentable square foot of the Premises) |
| (c) <u>Change Contingency</u> | Not Applicable |
| (d) <u>Tenant Improvement Amortization Rate and Change Authorization Amortization Rate:</u> | 8% per annum |
| (e) <u>Tenant's Work Letter Representative</u> | Edgar Pejoro or an assigned staff person of the Chief Executive Office-Real Estate Division |
| (f) <u>Landlord's Work Letter Representative</u> | Ron Kelly or an assigned staff person of the Landlord |
| (g) <u>Landlord's Address for Work Letter Notice</u> | GARVEY AVENUE SOUTH, LLC
C/O Ron Kelly
556 North Diamond Bar Boulevard
Suite 200
Diamond Bar, California 91765
Email: ron.kelly@olsonmax.com |
| (h) <u>Tenant's Address for Work Letter Notice</u> | Chief Executive Office
Real Estate Division
320 West Temple Street, 7th Floor
Los Angeles, California 90012
Attention: Director of Real Estate
LeaseAcquisitions@ceo.lacounty.gov |
| (i) Addenda | Addendum A: Base Building Improvements
Addendum B: Tenant Improvements |

Addendum C: Form of Preliminary and
Final TI Cost Summary

2. Construction of the Building.

2.1 Base Building Improvements. Landlord has constructed or shall construct the base building improvements described on Addendum A hereto (the "Base Building Improvements") as a part of the Building. If the Base Building Improvements must be changed or added to in order to accommodate the special needs of Tenant in the Premises, such changes or additions shall not be considered Tenant Improvements (as defined below) unless such changes or additions are specifically described in Addendum B hereto.

2.2 Additional Costs Not Tenant Improvement Costs.

(a) If the Building as initially constructed does not comply with current life-fire safety codes, disabled access codes (including, without limitation, the ADA), and/or earthquake safety codes, and Landlord incurs increased design or construction costs that it would not have incurred if the Building had been in compliance with such codes, then such costs shall not be included in the calculation of Tenant Improvement Costs (as defined below), and Tenant shall have no financial responsibility for such costs.

(b) Any work that Landlord must undertake to cause the Premises to comply with the access requirements of the ADA or to make existing building systems, including but not limited to electrical service and HVAC equipment, fully operational shall be at Landlord's sole cost and expense. Tenant Improvement Costs shall not include any costs associated with (i) asbestos abatement or compliance with the Hazardous Materials provision of the Lease, including all expenses associated with curing any "Sick Building Syndromes", (ii) fire sprinkler system installation or upgrade, (iii) conversion of air conditioning systems to eliminate use of CFC refrigerants that are harmful to the atmosphere, (iv) utility costs incurred during construction, (v) costs incurred in order to cause the Premises to comply with any mechanical or electrical requirements set forth in the Lease, nor (v) supervision or overhead costs of Landlord.

(c) Tenant shall be solely responsible for all costs and expenses necessary to increase permitted structural floor loading in order to accommodate Tenant's libraries, file rooms, unusual live loads and other such uses.

2.3 Base Building Plans. Landlord has delivered to Tenant "as built" plans and specifications for the Building in an AutoCAD 2015 (or later version) format. In the event Tenant incurs additional costs because such plans and specifications are incomplete or inaccurate, such increased costs will be reimbursed to Tenant, and any delay caused thereby shall not be a Tenant Delay (as defined below).

3. Selection of Architect and Engineer. Landlord shall promptly solicit at least three (3) proposals from qualified licensed architects and engineers familiar with all applicable laws and building requirements detailing a scope of work sufficient to complete the Working Drawings (as defined below). Landlord shall select an architect and an engineer, subject to Tenant's acceptance, which shall not be unreasonably withheld, and which acceptance (or rejection for reasonable reasons) shall be granted within three (3) business days after Landlord has submitted the name of the selected architect and the selected engineer to Tenant, together with detailed proposals outlining the cost for design/engineering services. This procedure shall be repeated

until Tenant accepts an architect (the "Architect") and an engineer (the "Engineer"), and Tenant's written acceptance has been delivered to and received by Landlord.

4. Selection of Contractor. The Final Plans (as defined below) and a proposed construction contract accepted by Tenant shall be submitted to a sufficient number of contractors, selected by Landlord and accepted by Tenant, so that a minimum of three (3) bids are received. Each contractor shall be requested to submit a sealed fixed price contract bid price (on such contract form as Landlord shall designate) to construct the Tenant Improvements depicted on the Final Plans. Landlord shall select the most qualified bidder offering the lowest price after adjustments for inconsistent assumptions, and Landlord shall submit all bids, along with Landlord's recommendation, to Tenant for Tenant's review and acceptance. Following Tenant's acceptance, Landlord shall enter into a construction contract (the "Construction Contract") with the selected contractor (the "Contractor") to construct the Tenant Improvements, consistent with the terms of the accepted bid.

5. Preparation of Plans and Specifications and Construction Schedule.

5.1 Preparation of Space Plan. Concurrently with the execution of this Lease, Tenant shall submit to Landlord a space plan and specifications for the Premises showing all demising walls, corridors, entrances, exits, doors, interior partitions, and the locations of all offices, conference rooms, computer rooms, mini-service kitchens, and the reception area, library, and file room (the "Space Plan").

5.2 Preparation and Review of Working Drawings. Within thirty (30) days after the date the Space Plan is submitted to Landlord (the "Plan Submission Date"), Landlord shall instruct the Architect to commence preparation of working drawings (the "Working Drawings"), which shall be consistent with the Preliminary TI Cost Summary (as defined below), compatible with the design, construction and equipment of the Building, comply with all applicable laws, be capable of physical measurement and construction, contain all information required for the construction of the Tenant Improvements and the preparation of the Engineering Drawings (as defined below), and which shall include all partition locations, plumbing locations, air conditioning system and duct work, special air conditioning requirements, reflected ceiling plans, office equipment locations, and special security systems. The Working Drawings may be submitted in one or more stages and at one or more times. Landlord shall provide Tenant the Working Drawings, or such portion thereof as has been submitted, for Tenant's review and acceptance. Landlord shall be solely responsible for insuring that the Working Drawings fully comply with all applicable building codes and are free from errors or omissions on the part of the Architect.

5.3 Preparation and Review of Engineering Drawings. Landlord shall cause the Architect to coordinate all engineering drawings prepared by the Engineer, showing complete mechanical, electrical, plumbing, and HVAC plans ("Engineering Drawings"), to be integrated into the Working Drawings. The Engineering Drawings may be submitted in one or more stages and at one or more times for Tenant's review and acceptance.

5.4 Integration of Working Drawings and Engineering Drawings into Final Plans. After Tenant has accepted the Engineering Drawings, Landlord shall cause the Architect to integrate the accepted Working Drawings with the accepted Engineering Drawings (collectively "Final Plans") and deliver five (5) sets of the Final Plans to Tenant for Tenant's review and acceptance. The Final Plans shall be suitable for plan check review and permitting by local agencies having jurisdiction, for the layout, improvement and finish of the Premises consistent with the design and construction of the Base Building Improvements, including electrical and mechanical drawings,

capacity reports, dimensioned partition plans, floor and wall finish plans, reflected ceiling plans, power, telephone communications and data plans, life safety devices, construction detail sheets including millwork detail plans showing the location of partitions, light fixtures, electrical outlets, telephone outlets, sprinklers, doors, equipment specifications (including weight specifications and cooling requirements), power requirements (including voltage, amps, phase, and special plugs and connections), wall finishes, floor coverings, millwork and other Tenant Improvements. Landlord's review of the Space Plan, Working Drawings, Engineering Drawings and Final Plans shall be at Landlord's sole cost and expense.

5.5 Tenant's Plan Review and Acceptance. Tenant shall accept or reject the Working Drawings, the Engineering Drawings and the Final Plans within fifteen (15) business days after Tenant receives the applicable plans and drawings from Landlord. If Tenant rejects any such plans or drawings, then Tenant shall notify Landlord thereof, specifying in detail the reason for such rejection, in which case Landlord shall revise the applicable plans or drawings and deliver revised plans or drawings to Tenant within ten (10) days after receipt of Tenant's rejection notice. This procedure shall be repeated until the applicable plans are accepted by Tenant. If, after such procedure, the parties cannot agree on the Working Drawings, the Engineering Drawings or the Final Plans, then Tenant may elect to terminate the Lease and this Work Letter by delivering written termination notice to Landlord, whereupon all monies previously paid to Landlord shall be promptly refunded to Tenant, and the parties shall have no further obligations under the Lease and the Work Letter. Tenant's acceptance of the Working Drawings, Engineering Drawings and/or the Final Plans shall not be deemed to be a representation by Tenant as to the adequacy or correctness of the design of the Tenant Improvements.

5.6 Schedule. Within fifteen (15) days after the Plan Submission Date, Landlord shall submit to Tenant a detailed construction schedule, subject to acceptance by Tenant, which shall not be unreasonably withheld, setting forth the completion dates of certain project benchmarks, including but not limited to completion of Working Drawings, completion of Engineering Drawings, submission of plans to local jurisdiction for review, issuance of building permit, submission of plans to contractors for bidding, award of the Construction Contract, construction commencement, construction completion, the Projected Commencement Date and other relevant dates. As the construction continues, Landlord shall amend the construction schedule at least once each month to reflect any changes to the projected dates, and Landlord shall promptly submit the revised construction schedules to Tenant.

5.7 Submittals. The Contractor shall submit to Tenant any Shop Drawings, Product Data, Samples and similar submittals required by the Final Plans in coordination with the construction schedule and with reasonable promptness, so as not to cause any delay in the construction of the Tenant Improvements. The purpose of Shop Drawings, Product Data, Samples and similar submittals is to demonstrate the way by which the Contractor proposes to construct a design concept expressed in the Final Plans. "Shop Drawings" are drawings, diagrams, schedules and other data specially prepared by the Contractor or a subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Tenant Improvements. "Product Data" are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Tenant Improvements. "Samples" are physical examples that illustrate materials, equipment or workmanship for some portion of the Tenant Improvements. The Contractor shall construct no portion of the Tenant Improvements for which the Final Plans require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been accepted by the Tenant.

6. Landlord's TI Cost Summary and Payment of Tenant Improvement Costs.

6.1 Cost Summary. Within three (3) days after the Plan Submission Date, Landlord shall submit to Tenant a preliminary cost summary for the Tenant Improvements in a format similar to Addendum C attached hereto (the "Preliminary TI Cost Summary"), which must not exceed the sum of the Tenant Improvement Allowance and Tenant's TI Contribution. The Preliminary TI Cost Summary shall be revised into final form within ten (10) days after the date that the Contractor is selected and will be referred to herein as the "Final TI Cost Summary". Tenant shall have ten (10) business days after the date of receipt of the Final TI Cost Summary to accept or reject the Final TI Cost Summary, including but not limited to any Contractor overhead, profit and/or general conditions costs included therein; provided, however, that any proposed increase to Tenant's TI Contribution shown on the Final TI Cost Summary shall not be effective unless approved in a separate written agreement executed by Landlord and Tenant. Tenant's failure to accept or reject the Final TI Cost Summary in writing within such period shall be deemed to be rejection. Construction of the Tenant Improvements shall not begin until Tenant accepts the Final TI Cost Summary in writing. If Tenant rejects the Final TI Cost Summary due to matters related to cost and the Final TI Cost Summary is ten percent (10%) or more higher in cost than was projected in the Preliminary TI Cost Summary, then, at Tenant's request, Landlord shall cause the Architect and the Engineer to redesign the Tenant Improvements, at Landlord's sole expense, to comply with the Preliminary TI Cost Summary, and any delay caused by the necessity to rebid or redesign the Tenant Improvements shall not be considered a Tenant Delay. If Tenant rejects the Preliminary TI Cost Summary or the Final TI Cost Summary, the parties shall promptly confer to resolve all issues relating thereto. If after such consultation, the parties cannot agree on the Preliminary TI Cost Summary or the Final TI Cost Summary, then Tenant may elect to terminate the Lease and this Work Letter by delivering written termination notice to Landlord, whereupon all monies previously paid to Landlord shall be promptly refunded to Tenant minus any Architectural plan costs associated with the City submittals for permits, and the parties shall have no further obligations under the Lease or this Work Letter.

6.2 Tenant Improvement Allowance and Tenant's TI Contribution. All improvements required by the Final Plans, as further described in Addendum B hereto, and any and all modular furniture described in the Modular Specifications (as defined below) shall be referred to herein, collectively, as "Tenant Improvements." Costs of Tenant Improvements shall include costs for furniture, telecommunications equipment, soft costs, and any other costs approved in writing by Tenant (collectively "Tenant Improvement Costs"), all of which must not exceed the Tenant Improvement Allowance, Tenant's TI Contribution and costs of any Change Authorizations (as defined below) that are approved in writing by both parties. . Except as otherwise provided herein, all Tenant Improvement Costs shall be paid by Landlord and deducted from the Tenant Improvement Allowance. If the Tenant Improvement Costs exceed the Tenant Improvement Allowance, then Tenant may authorize Landlord to pay the overage in an amount not exceeding Tenant's TI Contribution. Thereafter, Tenant shall pay such overage to Landlord as provided in Section 6.3 below.

6.3 Method of Payment. One Million Seven Hundred Fifty-Nine Thousand Seven Hundred and Sixty Dollars (\$1,759,760)("Tenant's TI Contribution A") of Tenant's TI Contribution used to pay for any Tenant Improvement Costs in excess of the Tenant Improvement Allowance may, at Tenant's election, be paid to Landlord (a) in a lump sum, when the Tenant Improvements are Substantially Complete, or (b) in equal monthly payments, amortized over the first five (5) years of the Term of the Lease at the Tenant Improvement Amortization Rate. Five Hundred Forty-Nine Thousand Nine Hundred and Twenty-Five Dollars (\$549,925)("Tenant's TI Contribution B") of Tenant's TI Contribution used to pay for any Tenant Improvement Costs in

excess of the Tenant Improvement Allowance may, at Tenant's election, be paid to Landlord (a) in a lump sum, when the Tenant Improvements are Substantially Complete, or (b) in equal monthly payments, amortized over the first three (3) years of the Term of the Lease at the Tenant Improvement Amortization Rate. Tenant may, at any time during the Term, prepay all or any portion of the Tenant Improvement Costs in excess of the Tenant Improvement Allowance and pay any remaining amount in equal monthly payments, amortized over the remaining term of the Lease at the Tenant Improvement Amortization Rate. Notwithstanding the foregoing or any language to the contrary contained herein, any Tenant Improvement Costs in excess of the Tenant Improvement Allowance shall first be allocated to and paid under the terms specified under Tenant's TI Contribution A, only after Tenant's TI Contribution A funds have been exhausted shall any Tenant Improvement Costs in excess of the Tenant Improvement Allowance be allocated to and paid under the terms specified under Tenant's TI Contribution B.

6.4 Base Rent Credit for Unused Tenant Improvement Allowance. If the Tenant Improvement Costs are less than the Tenant Improvement Allowance, then the amount of any unused portion of the Tenant Improvement Allowance shall be applied as a credit against the next installment(s) of Base Rent due under the Lease.

7. Construction of Tenant Improvements.

7.1 Tenant Improvements. Tenant Improvements to be constructed by Landlord are described more particularly on Addendum B hereto. If any work required by the Final Plans is not described on Addendum B hereto, such work shall be considered a Base Building Improvement and shall be performed by Landlord at its own cost and expense and not included in the cost of Tenant Improvements. In the event such expense becomes cost prohibitive, Tenant may value engineer or request approval for additional funds from the Board of Supervisors and an Amendment to the Lease.

7.2 Bids. Unless waived by Tenant in writing, any major contractors, subcontractors and material suppliers providing labor and/or materials for the Tenant Improvements shall be selected only after three (3) bids have been solicited from responsible and qualified persons. The bids shall include an itemized list of all materials and labor and shall include all additional costs, including architects and engineering fees, permits, reasonable contractor's profit and overhead, and project management fees. Landlord shall also obtain three (3) bids for the purchase and installation of Tenant's office furniture system, if applicable, in accordance with Section 9.1 below.

7.3 Permits. Landlord shall obtain the approval of all applicable governmental authorities and all permits required for the Tenant Improvements, promptly after Tenant's acceptance of the Final Plans. Landlord shall obtain plan check approval prior to soliciting bids from contractors pursuant to Section 4 hereof.

7.4 Commencement of Construction. Landlord shall commence construction of the Tenant Improvements within fifteen (15) days after Tenant's acceptance of the Contractor pursuant to Section 4 hereof. Contractor shall obtain the building permit for the Tenant Improvements prior to the commencement of construction. Thereafter, Landlord shall diligently proceed to construct and complete all Tenant Improvements in a good and workmanlike manner, subject only to any cessation that may be caused by Force Majeure Delays (as defined below).

7.5 Construction. Construction of the Tenant Improvements will be subject to the following terms and conditions:

(a) Notice of Nonresponsibility. Landlord and the Contractor shall cooperate with Tenant in posting a notice or notices of nonresponsibility by Tenant in compliance with California Civil Code Section 8444.

(b) Decorating Decisions. All design and programming, space planning and interior decorating services, such as selection of wall paint colors and/or wall coverings, furniture, fixtures, carpeting and any other decor selection efforts required by Tenant, shall be provided by Landlord, at Landlord's expense, in accordance with Tenant's Space Plan. Landlord shall consult with Tenant with respect to all such decorating services and decisions.

(c) Warranties. Landlord warrants that the Tenant Improvements shall be free from any defects in workmanship and materials for a period of not less than two (2) years from the date of Substantial Completion. Landlord shall require each contractor and subcontractor to provide warranties of like duration in all construction contracts relating to the Tenant Improvements and, upon Tenant's request, Landlord shall assign to Tenant any such warranties relating to the Tenant Improvements.

(d) Clean-Up and Substandard Work. Landlord will be responsible for all clean-up with respect to the Tenant Improvements, whether in the Premises or in other areas utilized by Landlord or its contractors, and Landlord agrees to reimburse Tenant for any and all expenses incurred by Tenant by reason of substandard work performed by Landlord's contractor or contractors (as reasonably determined by Tenant according to the usual standards of work in the Building) or as a result of inadequate clean-up.

(e) Compliance with Laws. Construction of the Tenant Improvements shall comply with all applicable laws and regulations, including but not limited to the provisions of the California Labor Code relating to the payment of prevailing wages on public works projects, unless the work is otherwise exempt therefrom pursuant to the California Labor Code. The Premises shall comply with all applicable city, county, state and federal building codes, regulations and ordinances required for beneficial occupancy, including but not limited to all provisions of the California Labor Code. Under the provisions of the Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly wage rate and details pertinent thereto for each craft, classification or type of workman or mechanic needed for the construction of the Tenant Improvements. Particulars of the current Prevailing Wage Scale, as approved by the Board of Supervisors, which are applicable to the work, are filed with the Clerk of the Board of Supervisors and must be posted at the site.

(f) Access During Construction. Tenant shall have the right to inspect the Tenant Improvements during the course of construction. Additionally, pursuant to Section 4.3 of the Lease, Tenant shall be entitled to enter the Premises at least 30 days prior to the Commencement Date for the purpose of installing Tenant's furniture, fixtures and equipment in the Premises. Landlord and Tenant shall use reasonable good faith efforts to coordinate the work of their respective contractors to achieve timely completion of the Tenant Improvements and Tenant's installation work.

7.6 Completion/Close Out. The Premises shall not be considered Substantially Complete until the Tenant Improvements have been completed in accordance with the Final Plans, subject only to the completion of minor punch-list items that will not interfere with Tenant's use and occupancy of the Premises for Tenant's permitted and intended use under the Lease. Upon Substantial Completion of the Tenant Improvements, Landlord shall notify Tenant in writing and, within ten (10) business days of Tenant's receipt of such notice, Landlord and Tenant shall

conduct a "walk-through" inspection of the Premises and prepare a punch-list of known or apparent deficiencies or incomplete work required to be corrected or completed by Landlord. Landlord, at Landlord's sole cost and expense, shall cause all punch-list items to be repaired or completed as soon as possible, but in no event later than thirty (30) days following the walk-through inspection. If Landlord fails to complete any of the punch-list items within such 30-day period, then Tenant, in addition to its other rights and remedies under the Lease, after giving ten (10) days written notice to Landlord, shall have the right, but not the obligation, to cause such punch-list items to be completed, with the cost thereof plus ten percent (10%) for Tenant's overhead and supervision to be deducted from the next installment(s) of rent or other amounts payable by Tenant under the Lease. Latent or hidden defects in the Tenant Improvements shall be brought to Landlord's attention promptly upon Tenant's becoming aware of such defects. Landlord, at Landlord's sole cost and expense, shall promptly cause such defects to be repaired following receipt of notice thereof, and Tenant shall have the same rights with respect thereto as set forth herein for all other punch-list items.

7.7 Conformed Plans. Within sixty (60) days after Substantial Completion of the Tenant Improvements and Landlord's receipt from the Contractor of all field changes, Landlord shall submit to Tenant a set of conformed plans ("as-builts") incorporating, in accordance with standard industry custom and practice, field changes made and changes and/or revisions that have been made subsequent to the submission of the Final Plans. Such "as-built" or "record documents" shall be submitted in Auto CAD R 15.dwg (or later version) format, along with one complete set of mylar transparencies of drawings and one complete set of specifications.

8. Requests for Change. Tenant and Landlord may request changes, additions, deletions or substitutions in the Final Plans (each, a "Request for Change"), provided that the requesting party must submit a written request to the other party and that Requests for Change will not be effective unless approved in writing by both Tenant and Landlord (a "Change Authorization"). The amount of the Change Contingency set forth in Section 1 has been authorized by the Board of Supervisors of the County to be used to pay the costs of any and all Change Authorizations, but only the Chief Executive Officer is authorized to execute Change Authorizations on behalf of Tenant, and only if the aggregate amount of all approved Change Authorizations does not exceed the Change Contingency. If Tenant requests any changes or substitutions to the Tenant Improvements after the Final Plans and the Final TI Cost Summary have been accepted ("Tenant-Requested Changes"), then any additional costs related thereto in excess of Tenant Improvement Allowance shall be paid by Tenant, provided that Tenant executes a written Change Authorization prior to the performance of the applicable work. Tenant may elect to pay for such costs (a) in a lump sum, upon Substantial Completion of the Tenant Improvements, or (b) in equal monthly payments, amortized over the term of the Lease at the Change Authorization Amortization Rate. Landlord shall be solely responsible for the cost of any Change Authorizations or other Requests for Change that are not Tenant-Requested Changes. Landlord shall submit to the Chief Executive Officer with each Request for Change: (i) the specific cost of the requested change, (ii) the cumulative net total cost of all Change Authorizations previously approved, and (iii) an estimate of the construction time which will be increased or shortened if the Request for Change is approved. Each Change Authorization must be signed and dated by the Chief Executive Officer.

9. Furniture System.

9.1 Tenant shall deliver to Landlord within ten (10) days after execution hereof, modular furniture plans and specifications (the "Modular Specifications"). Based on the Modular Specifications, Landlord and /or Landlord's architect shall prepare a modular furniture specifications bid package for submission to no less than three (3) furniture vendors. Prior to

submission for bids, Landlord shall review the bid package with Tenant, and Tenant shall have the right to accept or reject the bid package. Landlord shall order the modular furniture set forth in the Modular Specifications, and install the same within the Premises, all of which shall be a Tenant Improvement Cost, payable by Landlord and/or Tenant as provided in Section 6.2 and Section 6.3 hereof. Tenant's acceptance of any bid package shall not be deemed to be a representation by Tenant as to the adequacy or correctness of any specifications contained therein.

9.2 Alternatively, Tenant may elect to finance the cost of modular furniture through lease-purchase financing with a third-party lender ("Creditor"). If Tenant elects to enter into a lease-purchase financing of any furniture or telecommunications equipment (individually or collectively, "Personal Property") through a Creditor, Landlord expressly agrees as follows:

(a) The Personal Property shall not become part of the realty or real property, but shall remain personal property removable by the Creditor and its assigns, provided that any damage to the Building or the Premises caused by such removal shall be repaired by Creditor.

(b) Landlord must receive written notice from Creditor of any plan by Creditor to remove the Personal Property from the Building.

(c) This Section 9.2 shall be binding on the representatives, successors and assigns of all parties hereto and shall inure to the benefit of the successors-in-interest to all parties hereto.

(d) Landlord hereby waives any right to gain possession of any of Personal Property during the term of the Lease.

10. Tenant Improvement Costs Adjustment and Right to Audit. Within five (5) days of the issuance of a Certificate of Occupancy for the Premises or a final sign-off by the City of West Covina, whichever occurs first, Landlord shall provide to Tenant a statement showing (a) all Tenant Improvement Costs in reasonable detail and sorted into the same line items as the Final TI Cost Summary, and (b) the amount of Tenant Improvement Costs that is excess of the Tenant Improvement Allowance and payable hereunder by Tenant to Landlord. Upon approval of such statement by Tenant, payments by either party pursuant to the Lease and this Work Letter shall be adjusted as appropriate based upon such statement. Tenant shall have the right to audit the Tenant Improvement Costs at any time after the date of Tenant's Acceptance of the Premises. If the audit shows that Tenant is entitled to a reduction in payments made by Tenant to the Landlord pursuant to this Work Letter, then Tenant shall provide Landlord with a copy of the audit summary, and Landlord shall pay Tenant the amount of any over-payment made by Tenant within thirty (30) days, and any future payments owed by Tenant shall be adjusted as appropriate based upon the audit results. Landlord shall require the Contractor to include audit provisions in all subcontracts which allow Tenant to audit the subcontractors' books and records with respect to the Tenant Improvements.

11. Telephone/Computer Room and Equipment. Landlord shall complete the telephone equipment room(s), including permanent power and HVAC, in compliance with the Space Plan and specifications provided by Tenant, at least thirty (30) days prior to the Projected Commencement Date. During this thirty (30) day period, the Landlord shall be responsible for the security and protection of any telephone/data equipment delivered to the site prior to the Projected Commencement Date.

12. Delay.

12.1 Tenant Delays and Force Majeure Delays. Except as set forth in this Section 12, Tenant shall not be charged as a result of any delay in the construction of Tenant Improvements. Subject to the provisions of Section 12.2, the Projected Commencement Date set forth in the Lease shall be extended one (1) day for each day that: (a) Tenant fails or refuses to give authorizations or approvals within the time periods required herein, but only to the extent such delays delay the commencement or completion of construction of the Tenant Improvements (referred to herein as "Tenant Delay(s)"); or (b) Substantial Completion of the Tenant Improvements is delayed by lightning, earthquake, fire, storm, tornado, flood, washout, explosion, strike, lockout, labor disturbance, civil disturbance, riot, war, act of a public enemy, sabotage or other similar causes beyond the reasonable control of Landlord (referred to herein as "Force Majeure Delay(s)").

12.2 Limitations.

(a) Notice. No Tenant Delay or Force Majeure Delay shall be deemed to have occurred unless, within forty eight (48) hours of the event giving rise to such claim, Landlord provides Tenant with written notice in compliance with the Lease specifying that a delay is claimed to have occurred because of actions, inaction or circumstances specified in the notice in reasonable detail. If such actions, inaction or circumstances qualify as a Tenant Delay or Force Majeure Delay, then a Tenant Delay or Force Majeure Delay, as applicable, shall be deemed to have occurred, commencing as of the date Tenant received such notice from Landlord.

(b) Mitigation. Tenant Delays and Force Majeure Delays shall delay the Projected Commencement Date only if Substantial Completion of the Tenant Improvements is delayed, despite Landlord's reasonable efforts to adapt and compensate for such delays, which efforts Landlord shall be obligated to make (provided that the additional cost incurred by Landlord due to such efforts does not exceed \$1,000 on a cumulative basis, unless Tenant agrees to pay to the excess).

(c) Concurrent Delays. Tenant Delays and Force Majeure Delays shall be recognized hereunder only if the same are not concurrent with any other Tenant Delay or Force Majeure Delay that is effective hereunder. For example, if there are ten (10) days of Tenant Delays, and four (4) days of Force Majeure Delays occur during the same ten (10) day period, then the Projected Commencement Date would be extended by only ten (10) days; on the other hand, if such Tenant Delays and Force Majeure Delays did not occur during the same period, then the Projected Commencement Date would be extended by fourteen (14) days.

(d) Change Authorizations. Landlord may not claim that a Tenant-Requested Change was the cause of a delay in the construction of the Tenant Improvements unless the anticipated delay is specified in writing in the executed Change Authorization.

13. Tenant Remedies. If Landlord fails to obtain the building permit to construct the Tenant Improvements within a reasonable time, taking all factors into consideration, or if the Tenant Improvements have not been completed within sixty (60) days after the Projected Commencement Date, then Tenant may, at its option:

13.1 Cancel the Lease upon thirty (30) days written notice to Landlord; or

13.2 Upon thirty (30) days written notice to Landlord, assume the responsibility for constructing and/or completing the Tenant Improvements itself. If Tenant elects to construct or complete the Tenant Improvements itself, then:

(a) Tenant, its officers, employees, agents, contractors and assignees, shall have free access to the Premises and the Building at all reasonable times for the purpose of constructing the Tenant Improvements and for any other purposes reasonably related thereto; and

(b) Base Rent shall be reduced by Tenant's total expense in constructing the Tenant Improvements, including any financing charges for capital and a reasonable amount for Tenant's administrative costs, and including interest at the rate of six percent (6%) per annum ("Tenant's Total Expense"). The rent reduction schedule shall be as mutually agreed to between the parties or, if no such agreement is made, Tenant's Total Expense shall be fully amortized in equal monthly amounts over five (5) years and deducted from the Base Rent payable under the Lease.

Any default by Landlord under the terms of this Work Letter shall constitute a default under the Lease and shall entitle Tenant to exercise all remedies set forth in the Lease.

14. Representatives.

14.1 Tenant Representative. Tenant has designated Tenant's Work Letter Representative as its sole representative with respect to the matters set forth in this Work Letter who, until further notice to Landlord, shall have the full authority and responsibility to act on behalf of Tenant as required in this Work Letter and whose address, for purposes of any notices to be given regarding matters pertaining to this Work Letter only, is Tenant's Address for Work Letter Notice as set forth in Section 1.2 of the Lease.

14.2 Landlord Representative. Landlord has designated Landlord's Work Letter Representative as its sole representative with respect to the matters set forth in this Work Letter who, until further notice to Tenant, shall have the full authority and responsibility to act on behalf of Landlord as required in this Work Letter and whose address, for purposes of any notices to be given regarding matters pertaining to this Work Letter only, is Landlord's Address for Work Letter Notice as set forth in Section 1.2 of the Lease.

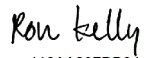
15. Elevator Usage During Move-In. In the event that the use of the freight elevators and/or hoists is not sufficient to meet Tenant's requirements during the early entry period set forth in Section 4.3 of the Lease, (a) Landlord shall cause to be made operational a temporary construction elevator and hoist, or (b) Tenant shall have priority usage of two (2) passenger elevators in the elevator bank that services the Premises in order to assist Tenant in the installation of Tenant's fixtures, furniture and equipment.

16. Construction Meetings. During the course of construction, meetings shall be held between the Contractor, Landlord and Tenant at least once per week, unless Tenant directs otherwise, at a time and place that is mutually convenient. An initial construction meeting shall be held within five (5) days after the date the Contractor is selected. Contractor shall provide minutes of each construction meeting to Tenant within a reasonable time thereafter, but not later than the date of the next construction meeting.

17. Delivery. Delivery of all plans and drawings referred to in this Work Letter shall be by commercial messenger service or personal hand delivery, unless otherwise agreed by Landlord and Tenant.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Work Letter as of the dates set forth below.

LANDLORD:
GARVEY AVENUE SOUTH, LLC,
a California limited liability company

DocuSigned by:

By: 416AA897DB244A1...
Name: Ron Kelly
Title: Manager
Date Signed: 11/6/2020

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

By: _____
Name: _____
Title: _____
Date Signed: _____

ADDENDUM A To Landlord's Work Letter

BASE BUILDING IMPROVEMENTS

Landlord has constructed (or will construct) the Building to include the following:

(a) the Building shell and exterior, including perimeter window frames, mullions and glazing in good condition;

(b) the core area, including mechanical, electrical, sprinkler, plumbing, life safety, heating, air conditioning, ventilation and structural systems within the Building core, stubbed out to the face of the core wall at locations determined by Landlord; excluding future TI areas which are not a part of the Premises.

(c) men's and women's toilet rooms, including necessary plumbing fixtures, ceramic tile floors, accessories, ceilings and lighting, with running hot and cold water; at common gang restrooms only- excludes accessory restrooms within the Premises.

(d) unpainted exterior dry wall or lath and plaster covering the exposed side of all exposed core wall(public stairways;

(e) passenger and freight elevators;

(f) parking facilities;

(g) ground floor lobby;

(h) finished elevator lobbies, common area corridors (with carpet, lights, finished walls and ceiling:

(i) exterior plazas and landscaping;

(j) loading dock and/or area;

(k) electrical/telephone closet with not less than seven (7) watts per square foot of rentable area of normal power in the floor electrical closet;

(l) conduit access sufficient for Tenant's electrical wiring (no additional improvement to increase conduit access will be furnished by Landlord unless there is not sufficient riser space as required for a 1.5" diameter signal cable from the Building main telecommunication vault to the telephone closets, in which case Landlord, at no cost to Tenant and without deduction from the Tenant Improvement Allowance, shall cause such riser space to be made available to Tenant, and provided further that Tenant shall be responsible for the cost for removing the riser floor seal at each floor and the patching of each seal after installation of Tenant's cable);

(m) two (2) 208/120 and one (1) 480/277 bolt panels connected to the Building power system;

(n) mechanical equipment room with ducted mechanical exhaust system;

(o) primary fire sprinkler distribution, including secondary piping and sprinkler heads as required for the unoccupied Premises;

(p) primary fire-life safety enunciation system "backbone" and panels suitable for Tenant's secondary distribution; on ground floor.

(q) access at panels in the service core for distribution of Building requirements electrical power (initially 120/208 V for power and 277V for fluorescent lighting) up to the limits permitted under applicable law at the time the Building receives the initial temporary certificate of occupancy for the Building; and

(r) gypsum board on the service core walls, columns and sills in the Premises. Excluding future TI areas which are not a part of the Premises.

ADDENDUM B To Landlord's Work Letter

TENANT IMPROVEMENTS

Tenant improvements shall include:

- (a) Tenant ceilings and lighting;
- (b) Floor finish in the Premises (except elevator lobbies and public corridors on multi-tenant floors and toilet rooms);
- (c) Interior finishes of any kind within the Premises (except elevator lobbies and public corridors on multi-tenant floors and core area toilet rooms);
- (d) Interior partitions, doors and hardware within the Premises;
- (e) Terminal boxes and reheat coils or other HVAC or air distribution devices to or within the Premises;
- (f) Tenant's furniture, fixtures and equipment, including telephones, computers and cabling therefor;
- (g) Distribution of electrical services, plumbing services and sprinklers from the core to the Premises, and domestic hot water heater and associated hot water piping;
- (h) Any and all signs for Tenant and the power therefor;
- (i) Security, fire and life-safety systems throughout the Premises, including exit signs, intercoms and extinguishers;
- (j) Additional and/or above standard electrical capacity; and
- (k) Fiber optic access. unpainted exterior dry wall or lath and plaster covering onesided on the exposed side of the Premises walls;
- (l) finished elevator lobbies (with carpet, lights, finished walls and ceiling);
- (m) drinking fountains at the core;
- (n) standard window coverings;
- (o) primary HVAC duct for cooling and primary HVAC duct for heating (heating is for perimeter zone only) to loop from the mechanical equipment room around the building core;
- (p) hot and cold air loops located within the Premises;
- (q) floor preparation necessary for new floor covering(s).

ADDENDUM C To Landlord's Work Letter

PRELIMINARY AND FINAL TI COST SUMMARY

Preliminary TI Cost Summary

Final TI Cost Summary

Lease No. _____

Address _____

Cost Category	
Architecture and Engineering Contract	\$
Plan Check Fees	\$
General Contractor	\$
Furniture	\$
Other	\$
Total Tenant Improvement Costs	\$

Name: Blair BerkNominee for: Probation Oversight CommissionNominated by: Cyn YamashiroSTATEMENT OF QUALIFICATIONS
APPLICATION

Please Type or Print

Name Blair Berk ☒ Female ☐ MaleEducation Boston University B.A., M.A. (Political Philosophy; summa cum laude), 1987Harvard Law School J.D., 1990Occupation Attorney Employer Tarlow & Berk, PCFormer Business/Professional Experience See Attachment 1

Organizational Affiliations (professional, business, homeowner, etc.)

Member, Advisory Board, Center for Juvenile Law & Policy at Loyola Law School (2008 - present); California Attorneysfor Criminal Justice (previous Board Member, member since 1994); American Board of Criminal Lawyers (Vice-President,2018-present); Beverly Hills Bar Association (former Board Member and Former Chair, Criminal Section, 1998-present)Are you generally available for daytime or nighttime
Commission meetings? Yes ☒ No ☐

If no, please explain _____

Statement of Qualifications
Page 2

Are you registered to vote in Los Angeles County?

Yes ☒ No ☐

Have you ever been convicted, fined, imprisoned, placed on probation, received a suspended sentence or forfeited bail for any offense (except non-moving traffic violations) by any court (including convictions dismissed under Penal Code Section 1203.4)?

Yes ☐ No ☒

If yes, what offense or offenses:

At the present time, do you hold any position with any public entity?

Yes ☐ No ☒

If yes, what public entity or entities and what position or positions?

A statement of duties and qualifications of the position for which you are being considered is attached. Please read the statement and write below why you are particularly suited to serve the people of the County of Los Angeles in this position. You may attach additional sheets of paper for your response (optional).

As a legal defense specialist, I would bring to the Oversight Commission a high level of knowledge of relevant law, with particular understanding of due process issues, as well as an existing skill set in setting up mechanisms for transparency and the fair administration of the Probation Department's policies, practices and procedures. In my work as a criminal defense practitioner, I have experience in directing and guiding to completion investigations involving possible institutional conflicts, deficits and possible wrongdoing, and I am entirely comfortable participating in the crafting of and advocating for an independent process for receiving and addressing complaints with the Probation Department.

Please indicate the names, addresses, and telephone numbers of references (Optional):

Jo Kaplan Feldman, Referee, LA County Delinquency System, [REDACTED]

Carol Biondi, Los Angeles Commission for Children and Families, [REDACTED]

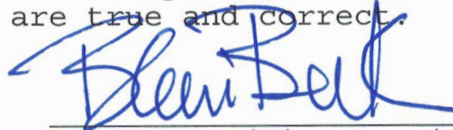
CONSENT AND CERTIFICATION

I have reviewed the attached description of qualifications and duties for the position. I am able to perform all duties. I am willing to serve.

I acknowledge that the County of Los Angeles may contact other entities or other persons to confirm information I have provided.

I certify that all statements and representations made in this Statement of Qualifications are true and correct.

Dated: 10/26/20



(Signature)

Name: Blair Berk
Nominee for: Probation Oversight Commission
Nominated by: Cyn Yamashiro

**ACKNOWLEDGMENT OF CONFLICT OF INTEREST
INFORMATION**

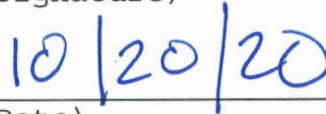
I acknowledge that I have been advised that Los Angeles County has made advance disclosure of potential Conflicts of Interest applicable to all members of commissions, committees and boards.

This means among other things, that I will disqualify myself from participation in any governmental matters in which I have an economic interest. If I have any questions regarding the propriety of my participation in such governmental matters, I will consult with the County Counsel.

I have also received a copy of applicable definitions and explanation of the requirements.



(Signature)



(Date)

LOS ANGELES COUNTY COMMISSIONERS

COUNTY-RELATED FINANCIAL DISCLOSURE QUESTIONNAIRE

The following questionnaire requests certain information with respect to the financial and other interests that may be connected with the County or with your duties as a commissioner, committee member, or board member. In the spirit of the purposes of such disclosure, your answers should be liberally construed to disclose any interests that might be reasonably expected to be particularly affected by commission/committee/board action or to be disclosed in the public interest. Before answering any of the questions, please read the definitions listed below carefully; they are intended to further your understanding of the types of information that should be disclosed.

NOTE: The information called for in the financial disclosure questionnaire relates only to income, real property, investments, or business interests which are the subject of business transactions with the County, or which are subject to the regulation, inspection, or enforcement authority of the County or of the commission, committee or board for which you are being considered for appointment. YOU ARE NOT REQUIRED to disclose this information if such is not the case.

When describing any investment of business interest, you need only describe it sufficiently to identify it. Thus, with respect to real property, the address or other precise identification of the location would be given. With respect to ownership interests in business entities the name of the business entity and a statement of the nature of your interest (e.g., common stock, partnership interest, director, trustee, etc.) is sufficient. With respect to disclosure of remuneration, the business entity that is the source should be described, but the nature of the income (e.g., dividends, salary, etc.) need not be described.

DEFINITIONS

"Interest in real property" includes any leasehold, beneficial or ownership interest or an option to acquire such an interest in real property if the fair market value of the interest is greater than two thousand dollars (\$2,000). Interests in real property of an individual include a pro rata share of interests in real property of any business entity or trust in which the individual or his immediate family owns directly, indirectly or beneficially, a ten percent interest or greater.

"Investment" means any financial interest in or security issued by a business entity, including but not limited to common stock, preferred stock, rights, warrants, options, debt instruments and any partnership or other ownership interest, if the business entity or any parent, subsidiary or otherwise related business entity has an interest in real property in the County, or does business with the County, plans to do business with the County, or has done business with the County at any time during the last two years. No asset shall be deemed an investment unless its fair market value exceeds two thousand dollars (\$2,000). The term "investment" does not include a time or any insurance policy, interests in a diversified mutual fund registered with the Securities and Exchange Commission under the Investment Company Act of 1940 or a common trust fund which is created pursuant to Section 1564 of the Financial Code, or any bond or other debt instrument issued by any government or government agency. Investments of an individual DO include a pro rata share of investments of any business entity or trust in which the individual or his immediate family owns directly, indirectly or beneficially, a ten percent interest or greater.

"Income" means income of any nature from any source including, but not limited to, any salary, wage, advance, payment, dividend, interest, rent, capital gain, or return of capital. Income of an individual also includes a pro rata share of any income of any business entity or trust in which the individual or his immediate family owns directly, indirectly or beneficially, a ten percent interest or greater.

Name: Blair Berk
Nominee for: Probation Oversight Commission
Nominated by: Cyn Yamashiro

COUNTY-RELATED FINANCIAL DISCLOSURE

QUESTIONNAIRE

(For reappointments, list income since last questionnaire)

1. List all contracts entered into, bid on, or negotiated with the County or any County board, commission, or committee either as an individual or by any business in which you or your immediate family owns directly, indirectly or beneficially, a ten percent interest or greater.

N/A

2. List each source of income aggregating more than \$500 during the last 12 months derived from real property that you or your immediate family owns directly, indirectly or beneficially and is leased or rented by the County or is subject to regulation, inspection, or enforcement authority of the County or the board, commission, or committee for which you are being considered for appointment.

N/A

3. List any source of income (aggregating more than \$500 during the last 12 months) that has regular transactions with any County agency, board, committee or commission.

N/A

4. List all investments worth more than \$2,000 in entities in which you or your immediate family owns directly, indirectly or beneficially, a ten percent interest or greater, and provides or sells services or supplies utilized by the County or are subject to regulation, inspection, or enforcement authority of the County or of the board, commission, or committee for which you are being considered for appointment.

N/A

5. List the name of any business entity for which you were a director, officer, partner, trustee, or employee or for which you held any position of management that is the subject of any business transactions with the County or which is subject to regulation, inspection, or enforcement authority of any County agency or by the board, commission, or committee for which you are being considered for appointment.

N/A

PROBATION OVERSIGHT COMMISSION (POC) SUPPLEMENTAL

Pursuant to County Code 3.80.010, please respond to the following questions to determine if you meet the membership qualifications:

1. Are you a resident of the County of Los Angeles?

☒ Yes ☐ No

2. Are you a current employee of the County of Los Angeles?

☐ Yes ☒ No

3. Are you formally justice-system involved?

☐ Yes ☒ No

4. Are you a family member of someone who is currently or formerly justice-system involved?

☐ Yes ☒ No

5. Are you a member of the State Bar of California with juvenile or criminal justice expertise?

☒ Yes ☐ No

If yes, please provide in detail your expertise:

My entire professional career has been devoted to defending the cases of individuals accused in the criminal justice system. As a defense lawyer who has represented hundreds of individuals both in the Adult and Juvenile systems, I have had extensive interaction with all levels of the Los Angeles County Probation Department, both Adult and Juvenile. I have also undertaken considerable work in both the Sylmar and Eastlake Juvenile Courts and I am very familiar with the operation of Barry Nidorf Juvenile Hall and a number of the former and existing Los Angeles County Juvenile Camps.

6. Are you a current employee of any law enforcement agency, including a police or prosecutorial agency for a government entity, or any individual who has been an employee of such an agency within the previous year?

☐ Yes ☒ No

If the answer is yes, please provide the name of the agency, and last date of employment:

7. Are you a current employee of a contractor of the County of Los Angeles who is involved in the creation of contracts for or the delivery of contracted goods or services for the Probation Department?

☐ Yes ☒ No

If the answer is yes, please provide the name of the contractor, position/title and your involvement with creating contracts, and in the delivery of goods and services for the Probation Department:

8. Do you have a background as a mental health professional, youth development expert, or experienced re-entry practitioner?

☒ Yes ☐ No

If the answer is yes, please provide additional information on your background, expertise, or experience:

I have represented a number of individuals who have been under the supervision of the LA County Probation Department, either post-conviction on formal probation or pursuant to AB109, and have worked diligently on many of the issues and challenges relating to re-entry, including but not limited to supervision, housing, mental health services, employment, and recidivism. I have similarly had experience in the Juvenile System with issues and challenges with the Probation Department's role in rehabilitation, education and mental health services, as well as re-entry issues following DJJ, Juvenile Hall and/or damp detentions.

9. Are you an active participant in a community organization working on adult or juvenile justice issues? Community involvement?

☒ Yes ☐ No

If the answer is yes, please list the name of the organization and expand on your community involvement:

I am an Advisory Board Member of the Loyola Law School Center for Juvenile Law & Policy and have also contributed a significant number of Pro Bono hours towards the representation of juveniles charged in the criminal justice system.

Attachment 1

For the past 28 years, I have been a criminal defense attorney with the same law firm, Tarlow & Berk, PC, and am presently its managing partner. I am also active in the Los Angeles community on issues of access to justice, juvenile justice, and have a demonstrated commitment to significant Pro Bono representation of individuals accused of criminal offenses. I have extensive experience in all aspects of defending individuals in criminal cases and have a high degree of familiarity and experience with the LA County Probation Department and its role in both the Juvenile detention system as well as its role in both the Adult and Juvenile Courts Systems.

EXECUTIVE OFFICE



BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

Name: Danielle Dupuy

Nominee for: Probation Oversight Commission

Nominated by: _____

STATEMENT OF QUALIFICATIONS
APPLICATION

Please Type or Print

Name Danielle Dupuy ☒ Female ☐ Male

Education PhD, Public Health, minor: Law, UCLA 2019

MPH, Epidemiology, University of Michigan 2006

BS, Microbiology, University of Michigan 2003

Occupation Executive Director Employer UCLA/ Million Dollar Hoods

Former Business/Professional Experience _____

Assistant Director - Bunche Center for African American Studies at UCLA

Associate Director- Metropolitan Chicago Breast Cancer Task Force

Consultant on various public health and criminal justice projects (resume available upon request)

Organizational Affiliations (professional, business, homeowner, etc.)

Association for Criminal Justice Research- California

Are you generally available for daytime or nighttime Commission meetings? Yes ☒ No ☐

If no, please explain Nighttime will be more challenging for me due to child care.

I can make accommodations if meetings are scheduled far enough in advance.

Statement of Qualifications
Page 2

Are you registered to vote in Los Angeles County?

Yes ☒ No ☐

Have you ever been convicted, fined, imprisoned, placed on probation, received a suspended sentence or forfeited bail for any offense (except non-moving traffic violations) by any court (including convictions dismissed under Penal Code Section 1203.4)?

Yes ☐ No ☒

If yes, what offense or offenses:

At the present time, do you hold any position with any public entity?

Yes ☐ No ☒

If yes, what public entity or entities and what position or positions?

A statement of duties and qualifications of the position for which you are being considered is attached. Please read the statement and write below why you are particularly suited to serve the people of the County of Los Angeles in this position. You may attach additional sheets of paper for your response (optional).

See attached.

Please indicate the names, addresses, and telephone numbers of references (Optional):

Kelly Lytle-Hernandez, UCLA Department of History, [REDACTED]

CONSENT AND CERTIFICATION

I have reviewed the attached description of qualifications and duties for the position. I am able to perform all duties. I am willing to serve.

I acknowledge that the County of Los Angeles may contact other entities or other persons to confirm information I have provided.

I certify that all statements and representations made in this Statement of Qualifications are true and correct.

Dated: 10/26/20_____



(Signature)

Name: Danielle Dupuy
Nominee for: Probation Oversight Commission
Nominated by: _____

**ACKNOWLEDGMENT OF CONFLICT OF INTEREST
INFORMATION**

I acknowledge that I have been advised that Los Angeles County has made advance disclosure of potential Conflicts of Interest applicable to all members of commissions, committees and boards.

This means among other things, that I will disqualify myself from participation in any governmental matters in which I have an economic interest. If I have any questions regarding the propriety of my participation in such governmental matters, I will consult with the County Counsel.

I have also received a copy of applicable definitions and explanation of the requirements.



(Signature)

10/26/20

(Date)

Name: Danielle Dupuy
Nominee for: Probation Oversight Commission
Nominated by: _____

COUNTY-RELATED FINANCIAL DISCLOSURE

QUESTIONNAIRE

(For reappointments, list income since last questionnaire)

1. List all contracts entered into, bid on, or negotiated with the County or any County board, commission, or committee either as an individual or by any business in which you or your immediate family owns directly, indirectly or beneficially, a ten percent interest or greater.

N/A

2. List each source of income aggregating more than \$500 during the last 12 months derived from real property that you or your immediate family owns directly, indirectly or beneficially and is leased or rented by the County or is subject to regulation, inspection, or enforcement authority of the County or the board, commission, or committee for which you are being considered for appointment.

N/A

3. List any source of income (aggregating more than \$500 during the last 12 months) that has regular transactions with any County agency, board, committee or commission.

I am not sure whether the following are considered "regular transactions" but I am listing them just in case.

9/19-1/20. Consultant w/Rowe Policy Media(subcontractor). National Council on Crime and Delinquency(contractor). Probation (County Agency)

1/20-12/20. Consultant w/William Burns Institute(Contractor). CEO (County Agency)

4. List all investments worth more than \$2,000 in entities in which you or your immediate family owns directly, indirectly or beneficially, a ten percent interest or greater, and provides or sells services or supplies utilized by the County or are subject to regulation, inspection, or enforcement authority of the County or of the board, commission, or committee for which you are being considered for appointment.

N/A

5. List the name of any business entity for which you were a director, officer, partner, trustee, or employee or for which you held any position of management that is the subject of any business transactions with the County or which is subject to regulation, inspection, or enforcement authority of any County agency or by the board, commission, or committee for which you are being considered for appointment.

N/A

PROBATION OVERSIGHT COMMISSION (POC) SUPPLEMENTAL

Pursuant to County Code 3.80.010, please respond to the following questions to determine if you meet the membership qualifications:

1. Are you a resident of the County of Los Angeles?

☒ Yes ☐ No

2. Are you a current employee of the County of Los Angeles?

☐ Yes ☒ No

3. Are you formally justice-system involved?

☐ Yes ☒ No

4. Are you a family member of someone who is currently or formerly justice-system involved?

☒ Yes ☐ No

5. Are you a member of the State Bar of California with juvenile or criminal justice expertise?

☐ Yes ☒ No

If yes, please provide in detail your expertise:

6. Are you a current employee of any law enforcement agency, including a police or prosecutorial agency for a government entity, or any individual who has been an employee of such an agency within the previous year?

☐ Yes ☒ No

If the answer is yes, please provide the name of the agency, and last date of employment:

7. Are you a current employee of a contractor of the County of Los Angeles who is involved in the creation of contracts for or the delivery of contracted goods or services for the Probation Department?

☐ Yes ☒ No

If the answer is yes, please provide the name of the contractor, position/title and your involvement with creating contracts, and in the delivery of goods and services for the Probation Department:

8. Do you have a background as a mental health professional, youth development expert, or experienced re-entry practitioner?

☐ Yes ☒ No

If the answer is yes, please provide additional information on your background, expertise, or experience:

9. Are you an active participant in a community organization working on adult or juvenile justice issues? Community involvement?

☒ Yes ☐ No

If the answer is yes, please list the name of the organization and expand on your community involvement:

I am a member of the executive team of the JusticeLA Coalition, a coalition of community based organizations that advocate for people directly impacted by policing and incarceration. In that role I provide input on and assistance with JLA activities and represent the organization that I lead, Million Dollar Hoods.

Danielle Dupuy
Application for Probation Oversight Commission
10/26/2020

Response to the following application question:

“A statement of duties and qualifications of the position for which you are being considered is attached. Please read the statement and write below why you are particularly suited to serve the people of the County of Los Angeles in this position. You may attach additional sheets of paper for your response (optional).”

I am deeply invested in the possibility of serving L.A. County residents as a probation commissioner and also exceptionally qualified for the position. My experiences with the criminal-legal system are personal, educational and professional. Similar to many Black people in the U.S., I have family and friends who have been or are currently incarcerated. I also have family and friends who have been or are currently law enforcement. These relationships and my role as a support system for incarcerated family led me to a PhD in public health with a minor in law. As a current researcher in the field, my focus has been on the impacts of the U.S. criminal legal system on community wellbeing. While obtaining my PhD, I spent three years leading after school programming for incarcerated youth at Barry J. Nidorf Juvenile Hall. I was able to build from this afterschool program and help launch UCLA’s Prison Education Program that provides college credit courses for incarcerated L.A. County youth. My dissertation research used the L.A. County juvenile justice system as a case study and involved analyzing LAPD youth arrest data and conducting confidential interviews with L.A. County probation officers. My other relevant experience includes implicit bias trainings that I facilitated in 2018 with a cohort of roughly 300 L.A. County probation staff and a similar training with a cohort of DCFS staff. Between September 2019 and January 2020, I consulted with a subcontractor on a Probation contract to evaluate the L.A. Model. In February 2020, I was brought on as a consultant with the Burns Institute to help facilitate the County’s Youth Justice Work Group. My current fulltime position is executive director of Million Dollar Hoods, an organization that collects and analyzes law enforcement data in L.A. County and other California municipalities.

Over the past 7 years I have developed relationships with a broad range of stakeholders in L.A. county’s justice system. I’ve worked with community-based organizations including, Inside Out Writers, Anti-Recidivism Coalition, Arts for Incarcerated Youth Network, Youth Justice Coalition, Peace over Violence, A New Way of Life, Dignity and Power Now, Underground Scholars Initiative, PCITI and many others. I’ve worked directly with Probation’s Department of Education Services to provide classes to incarcerated youth and engaged staff at juvenile halls. I’ve visited or provided programming at Barry J. Nidorf Juvenile Hall, Los Padrinos, Campus Kilpatrick, Dorothy Kirby, Central Juvenile Hall, Camp Afflerbaugh and Camp Scott (my Visto badge is still active). I was part of the County’s ATI effort and continue to voluntarily serve on multiple work groups including the AB109 work group and Men’s Central Jail closure work group. I’ve worked with researchers around juvenile and adult justice related issues at UCLA and organizations such as the Advancement Project and Violence Prevention Coalition. If selected, I believe that my experience and clear dedication to criminal justice issues in Los Angeles will be an asset to the County’s Probation Oversight Commission.

Danielle M. Dupuy, PhD

EDUCATION

PhD, University of California Los Angeles
Department: Community Health Sciences
Minor: Law
Research focus: Impact of incarceration on black communities

Los Angeles, California
June 2019

MPH, University of Michigan
Focus: International Health and Epidemiology
Interdisciplinary Concentration: Global Health

Ann Arbor, Michigan
April 2006

BS, Microbiology, University of Michigan

Ann Arbor, Michigan
May 2003

EXPERIENCE

Consultant
William Burns Institute

January 2020- current

Initiative: Youth Justice Work Group

Los Angeles, CA

The mission of the Youth Justice Work Group is to develop thoughtful, actionable recommendations for a reimagined youth justice system in Los Angeles County that centers youth development and wellbeing.

Director of Research and Programs
Ralph J. Bunche Center for African American Studies

January 2019- current
UCLA, Los Angeles, CA

The Bunche Center for African American Studies is an Organizational Research Unit that develops and promotes scholarship in the study and improvement of black life.

Responsibilities: Assists the Director in overseeing projects and operations of the center

Executive Director
Million Dollar Hoods

January 2018-current
UCLA, Los Angeles, CA

Million Dollar Hoods is a research initiative housed in the Bunche Center. Using publically available data, Million Dollar Hoods maps the cost of incarceration in California neighborhoods and analyzes the data to produce reports on law enforcement practices.

Responsibilities: Leads the data division, public health division and co-directs project

Consultant
Bryant Marks

Implicit Bias Training for **LA County Probation**
Implicit Bias Training for **LA County Child and Family Services**
Facilitated implicit bias training for government personnel

August 2018
October 2018

Assistant Director
Ralph J. Bunche Center for African American Studies

January 2018- December 2018
UCLA, Los Angeles, CA

The Bunche Center for African American Studies is an Organizational Research Unit that develops and promotes scholarship in the study and improvement of black life.

Responsibilities: Assists the Director in overseeing projects and operations of the center

Graduate Student Researcher
Million Dollar Hoods
Responsibilities: Leads the data division, conduct data analysis, writes reports

August 2017-January 2018
UCLA, Los Angeles, CA

Liaison
Prison Education Program at UCLA

July 2016 - current
Los Angeles & Sylmar, CA

The Prison Education Program oversees UCLA college course offerings inside detention facilities.
Responsibilities: organize and implements training for faculty and students at UCLA to provide educational programming in detention facilities, liaison between LA County Probation and UCLA, develop curriculum and oversee logistics)

Project Manager
UCLA Center for Health Policy Research

August, 2015-June, 2017
Los Angeles, CA

Assessed the impact of the Mental Health Services Act on Older Adult Systems of Mental Health Care in California
Responsibilities: manage day-to-day project activities, collect data

Consultant
Orleans Parish Sherriff's Office

December 2015 – July 2016
New Orleans, LA

Southeast Regional Re-entry and Rehabilitation Program
Services Provided: Develop public health framework for re-entry program

Consultant
Violence Prevention Coalition

March 2015- September 2015
Los Angeles, CA

Project Description: Curriculum development and training on the intersection between gang and domestic violence
Services Provided: Project coordination, research and administration

Consultant
**Rush University Medical Center
IL**

September 2013- April 2017
Chicago,

Project Description: Mammography quality assessment
Services Provided: Data collection and analysis

Consultant
**Metropolitan Chicago Breast Cancer Task Force
IL**

September 2013 – February 2015
Chicago,

Project Description: Improving the quality of care in breast cancer screening and treatment across hospitals
Services Provided: Training and program development, program evaluation

Associate Director of Chicago Breast Cancer Quality Consortium
**Metropolitan Chicago Breast Cancer Task Force
Chicago, IL**

May 2010- September 2013

Project development, management and evaluation, staff and professional training, strategic planning, process review
and quality improvement, develops and manages multiple advisory boards

Consultant
Washington Park Consortium

November 2010 - May 2013
Chicago, IL

The Washington Park Consortium is a community corporation working to grow a better quality of life in the Washington Park neighborhood on the south side of Chicago. Subject Area: Urban Agriculture, Violence Prevention

AWARDS & AFFILIATIONS

Board Member

March 2019-

Current

Association for Criminal Justice Research- California

A dynamic mix of public servants, practitioners, evaluators, analysts, students, and academics united by a common interest in criminal justice issues. We seek to stimulate discussion of current criminal justice issues through two conferences each year, newsletters, and a new social media exchange.

Dean Hansell Award to Reduce Gun Violence

January 2016 -

Current

\$18k Award to develop and implement programming with incarcerated youth at Barry J. Nidorf Juvenile Hall to reduce gun violence.

Co-founder

Winter 2014 - Current

UCLA Justice Workgroup

UCLA based inter-disciplinary working group of faculty, students and community organizations with the goal of creating space for productive discourse and collaboration between the academy, community and corrections around legal system transformation and justice.

Member of the University of California Justice & Health Consortium

2015 - 2016

The UC Criminal Justice & Health Consortium brings together researchers, experts, and advocates from across the University of California system to advance criminal justice reform in California and across the country

Justice Policy Network Fellow

April 2015 – November 2015

OTHER EXPERIENCE

Sr. Data Coordinator

September 2008- May 2010

Chicago Breast Cancer Quality Consortium

Chicago, IL

Metropolitan Chicago Breast Cancer Task Force,

- Facilitated Steering Committee and advisory board strategic planning,
- Works with health care institutions to collect and analyze data on breast cancer quality
- Draft progress reports
- Institutional Review Board (IRB) coordination
- Oversees the evaluation of programs
- Presents on work at conferences, to community members and hospital leadership as needed

Evaluator

October 2006-September 2008

Sinai Urban Health Institute

Chicago, IL

- Evaluated West Side Healthy Start (WHS), a federally funded maternal and child health program
- Maintained databases and oversaw data collection for Healthy Start Program from 5 participating sites
- Developed data collection tools, evaluation protocols and conducted data analysis
- Drafted reports and presentations
- Managed budget

Health Analyst

July 2006

Engineers Without Borders (EWB), Pipeline Project

Ongole, Andhra Pradesh, India

- Assessed health related issues in village especially those associated with local water source
- Served as a health consultant responsible for developing and administering health surveys to local villagers and officials

- Dictated final report evaluating local health problems and resources in order to make recommendations for future EWB projects.

Research Assistant

Women's Health Study: Gynecological Morbidities/Women's Quality of Life

May – July 2005

Hermosillo, Sonora, Mexico

- Maintained and organized surveys
- Edited and reviewed related documents for correctness
- Drafted EPI INFO file for capturing data collected
- Interim administrative and project manager

Staff Assistant

Former Congressman Rob Portman, U.S. House of Representatives

August 2003 – August 2004

Washington D.C.

COMMUNITY REPORTS

Dupuy, D., Lee, E., Tso, M., and Lytle Hernández, K.. (2020). "Black People in the Los Angeles County Jail: Bookings by the Los Angeles Sheriff's Department (2019)". Los Angeles, CA. The Million Dollar Hoods Project

Dupuy, D., Lee, E., Tso M., and Lytle Hernández, K. (2020). Policing the Houseless: Bakersfield, California. The Million Dollar Hoods Project

D. Dupuy, E. Lee, Mariah Tso, I. Bryan, and K. Lytle Hernandez (2019). Bookings into the L.A. County Jail, 2010-2016. Los Angeles, CA. The Million Dollar Hoods Project.

Dupuy, D., Espinoza, S., Navarro, J., and Lytle-Hernandez, K. (2018). Women in the Los Angeles County Jail System: An Analysis of LASD Data. Los Angeles, CA. The Million Dollar Hoods Project.

Dupuy D., Allen T., Lytle-Hernandez K. (2017), Policing the Houseless 2.0. Arrests by the LAPD 2012-2017.

Dupuy D., Allen T., Lytle-Hernandez K. (2017) Policing the Houseless. Arrests by the LAPD 2011-2016

EXECUTIVE OFFICE



BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

Name: Sean Garcia-Leys, esq.

Nominee for: Probation Oversight Commission

Nominated by: _____

STATEMENT OF QUALIFICATIONS
APPLICATION

Please Type or Print

Name Sean Garcia-Leys ☐ Female ☒ Male

Education Juris Doctor, UC Irvine School of Law; California Clear Secondary Teaching Credential, UCLA; Certified Organizer, AFL-CIO Organizing Institute; M.A. Folklore and Mythology, UCLA; B.A. English, UCLA

Occupation Attorney Employer Self-employed

Former Business/Professional Experience Staff attorney, Urban Peace Institute; Teacher, LAUSD, Youth Justice Coalition; Labor organizer, UPTE, SEIU, AFSCME

Organizational Affiliations (professional, business, homeowner, etc.)

National Lawyers Guild, Los Angeles Bar Association

Are you generally available for daytime or nighttime Commission meetings? Yes ☒ No ☐

If no, please explain _____

Statement of Qualifications
Page 2

Are you registered to vote in Los Angeles County?

Yes ☒ No ☐

Have you ever been convicted, fined, imprisoned, placed on probation, received a suspended sentence or forfeited bail for any offense (except non-moving traffic violations) by any court (including convictions dismissed under Penal Code Section 1203.4)?

Yes ☐ No ☒

If yes, what offense or offenses:

At the present time, do you hold any position with any public entity?

Yes ☐ No ☒

If yes, what public entity or entities and what position or positions?

A statement of duties and qualifications of the position for which you are being considered is attached. Please read the statement and write below why you are particularly suited to serve the people of the County of Los Angeles in this position. You may attach additional sheets of paper for your response (optional).

Response attached

Please indicate the names, addresses, and telephone numbers of references (Optional):

Melanie Ochoa, [REDACTED]

Marissa Montes, [REDACTED]

Gaby Hernandez-Castillo, [REDACTED]

Tina Padilla, [REDACTED]

CONSENT AND CERTIFICATION

I have reviewed the attached description of qualifications and duties for the position. I am able to perform all duties. I am willing to serve.

I acknowledge that the County of Los Angeles may contact other entities or other persons to confirm information I have provided.

I certify that all statements and representations made in this Statement of Qualifications are true and correct.

Dated: Oct. 14, 2020


(Signature)

Attached Pages to Statement of Qualification

Please read the statement and write below why you are particularly suited to serve the people of the County of Los Angeles in this position.

I am particularly suited to be a commissioner for the Probation Oversight Commission because of my experience, commitment to empowering community, and because of my skills and proven competence.

As a commissioner, I will bring a wealth of diverse experiences that will be valuable to the commission. In my personal life I grew up in Los Angeles, have family members who are system-impacted, and have lived and worked in some of LA's most policed communities. Professionally, I have worked as a union organizer, a teacher, and a civil rights attorney. I have worked in community organizations, non-profits, and government. In my work as a teacher and as a civil rights attorney, I have served probationers and I have worked closely with the gang prevention, intervention, and re-entry workers and the probation officers who also served them. While in law school I spent a summer working in the public defender's office in Los Padrinos. As a former labor union staff organizer and rank-and-file leader, I have an insider's knowledge of public employee unions, like the unions representing probation employees.

These experiences make me particularly suited for the role of a commissioner. I will review policies, procedures, and practices with the heart of a person deeply connected to impacted people and communities, with the eyes of a trained lawyer, and with first-hand knowledge of the relevant institutions and organizations. My experience as a teacher and as a civil rights lawyer taught me how to see past people's bad acts so that I can honestly connect and care about them. At the same time, my experience as a teacher taught me to be sympathetic to the challenges of being an authority figure to marginalized young people, which makes me sympathetic to officers working in juvenile halls and working with young adults. My time working at the Urban Peace Institute gives me

professional experience at both engaging community in governance issues and in providing reports and recommendations to government entities. I can say that my experience will provide a substantial depth of understanding to every single bullet point listed in the Statement of Duties and Qualifications.

In addition to my experience, I will bring a commitment to public safety, and to protecting the dignity of system impacted people and the dignity of those who work in the criminal justice system. Though I currently work as a civil rights attorney, I am first and foremost an advocate for public safety. I believe safety is the first of all human rights. I reject the notion that society is made up of “innocents” and “bad guys” and that the job of the criminal justice system is to protect the safety of the “good people” at the expense of the “bad.” Criminal behavior is not caused by something inherently wrong with a person. It is the result of the hurt given to young people. Anyone who has been hurt again and again inevitably sees the world as divided into victims and offenders. Once a person sees the world that way, choosing to be an offender instead of a victim is entirely rational, even if it is ultimately self-destructive and harmful to the community. Understanding this, I believe there is a place for criminal deterrence and incapacitation, but those cannot take the place of healing and social inclusion. Fostering those goals, healing and social inclusion, must be the primary job of our probation department. And importantly, making that happen requires that the probation department become a place where employees’ dignity and worth is protected so that they are able to respect the dignity and worth of the department’s charges.

I am also committed to bringing community voices into the probation department. I believe that the best teachers of how to heal and protect are not typically found in government or in the organizations that provide program evaluations. Rather, the teachers we need are most often found in the communities of impacted people. It is there that people have the deepest knowledge of how to nurture, forgive, include, and hold accountable. For this reason, I am committed to going beyond just creating a system to respond to community complaints. The department also needs systems that can support

community involvement in ways that elicit communities' best ideas and ensure those ideas guide the department in meaningful and practical ways.

Finally, in addition to my experiences and commitment to empowering community, I will bring a tested and proven set of skills and competence to the commission. I am a civil lawyer whose practice is mostly law-and-motion and appellate work. That means that I regularly engage in the kind of adversarial litigation that demands the highest level of competence, integrity, and commitment to detail, and that I am held accountable for that work by my clients, judges, and opposing counsel. This work also requires effective communication skills and requires me to be both critical and objective. Because my practice focuses on public interest and impact litigation, I must always be focused on the big picture perspective. And because my cases are civil rights challenges to government practices, challenging authority and standing up for what is right is what I do every day.

Name: Sean Garcia-Leys, esq.
Nominee for: Probation Oversight Commission
Nominated by: _____

**ACKNOWLEDGMENT OF CONFLICT OF INTEREST
INFORMATION**

I acknowledge that I have been advised that Los Angeles County has made advance disclosure of potential Conflicts of Interest applicable to all members of commissions, committees and boards.

This means among other things, that I will disqualify myself from participation in any governmental matters in which I have an economic interest. If I have any questions regarding the propriety of my participation in such governmental matters, I will consult with the County Counsel.

I have also received a copy of applicable definitions and explanation of the requirements.



(Signature)

October 14, 2020
(Date)

Name: Sean Garcia-Leys, esq.
Nominee for: Probation Oversight Commission
Nominated by: _____

COUNTY-RELATED FINANCIAL DISCLOSURE

QUESTIONNAIRE

(For reappointments, list income since last questionnaire)

1. List all contracts entered into, bid on, or negotiated with the County or any County board, commission, or committee either as an individual or by any business in which you or your immediate family owns directly, indirectly or beneficially, a ten percent interest or greater.

None

2. List each source of income aggregating more than \$500 during the last 12 months derived from real property that you or your immediate family owns directly, indirectly or beneficially and is leased or rented by the County or is subject to regulation, inspection, or enforcement authority of the County or the board, commission, or committee for which you are being considered for appointment.

None

3. List any source of income (aggregating more than \$500 during the last 12 months) that has regular transactions with any County agency, board, committee or commission.

Until April, 2020, I worked as staff attorney for the
Urban Peace Institute.

4. List all investments worth more than \$2,000 in entities in which you or your immediate family owns directly, indirectly or beneficially, a ten percent interest or greater, and provides or sells services or supplies utilized by the County or are subject to regulation, inspection, or enforcement authority of the County or of the board, commission, or committee for which you are being considered for appointment.

None

5. List the name of any business entity for which you were a director, officer, partner, trustee, or employee or for which you held any position of management that is the subject of any business transactions with the County or which is subject to regulation, inspection, or enforcement authority of any County agency or by the board, commission, or committee for which you are being considered for appointment.

In addition to my past employment at the Urban Peace Institute, I was an
employee of the Los Angeles Unified School District and a member of the
Board of Directors of the All People's Community Center.

PROBATION OVERSIGHT COMMISSION (POC) SUPPLEMENTAL

Pursuant to County Code 3.80.010, please respond to the following questions to determine if you meet the membership qualifications:

1. Are you a resident of the County of Los Angeles?

☒ Yes ☐ No

2. Are you a current employee of the County of Los Angeles?

☐ Yes ☒ No

3. Are you formally justice-system involved?

☐ Yes ☒ No

4. Are you a family member of someone who is currently or formerly justice-system involved?

☒ Yes ☐ No

5. Are you a member of the State Bar of California with juvenile or criminal justice expertise?

☒ Yes ☐ No

If yes, please provide in detail your expertise:

My practice focuses on gang allegations in civil court such as gang injunctions and civil rights cases involving law enforcement gang databases. Though this work is civil, it involves extensive review of criminal cases and frequent collaboration with the criminal and juvenile bar. I also serve as a consultant to the California Commission on Revising the Penal Code on issues related to criminal prosecutions of gang crimes. I often consult with criminal defendants, their families, and their gang intervention caseworkers as a "second opinion" in cases where the defendant is represented by a public defender, alternate public defender, or panel attorney. I spent one summer as a summer clerk with the office of the Los Angeles Public Defender.

6. Are you a current employee of any law enforcement agency, including a police or prosecutorial agency for a government entity, or any individual who has been an employee of such an agency within the previous year?

☐ Yes ☒ No

If the answer is yes, please provide the name of the agency, and last date of employment:

7. Are you a current employee of a contractor of the County of Los Angeles who is involved in the creation of contracts for or the delivery of contracted goods or services for the Probation Department?

☐ Yes ☒ No

If the answer is yes, please provide the name of the contractor, position/title and your involvement with creating contracts, and in the delivery of goods and services for the Probation Department:

8. Do you have a background as a mental health professional, youth development expert, or experienced re-entry practitioner?

☒ Yes ☐ No

If the answer is yes, please provide additional information on your background, expertise, or experience:

I have some expertise in youth development. Before becoming an attorney, I worked as a high school teacher and taught teacher credential classes for UCLA. The classes I taught focused on cultural competence and the psychosocial development needs of 13 through 18 year olds. While I do not describe myself as a re-entry practitioner, I have worked alongside re-entry practitioners extensively as both a teacher and as an attorney. When teaching, particularly at the school run by the Youth Justice Coalition, I taught system-involved students and worked to include schooling as part of comprehensive re-entry services. As an attorney, I have worked with gang intervention and re-entry organizations to include legal services as part of comprehensive re-entry services offered to the organizations' clients.

9. Are you an active participant in a community organization working on adult or juvenile justice issues? Community involvement?

☒ Yes ☐ No

If the answer is yes, please list the name of the organization and expand on your community involvement:

I have actively participated and partnered with dozens of community organizations since 2001. As an attorney, I currently represent the San Diego organization Pillars of the Community and the Orange County organization Chicanxs Unidxs. I frequently work with an informal network of former members of the Tokers Town gang in Fullerton. Previously, as a solo attorney, I worked for the Oxnard organization CORE (Chiques Organizing for Rights and Equality). Previously, as staff attorney for the Urban Peace Institute, I represented the Youth Justice Coalition and collaborated with most of the organizations contracted with the City of Los Angeles to provide gang intervention services. While a high school teacher, I worked with Youth Justice Coalition, Homies Unidos, the Association of Raza Educators, Union del Barrio, and the Community Self Determination Institute. Before that, when living in South LA, I was a member of the Community Coalition.

SEAN GARCIA-LEYS, ESQ.

SUMMARY

Lifelong advocate for marginalized communities with work experience as an attorney, educator, and organizer.

EDUCATION

Academic Degrees

University of California, Irvine School of Law
Juris Doctor, 2016
Public Service Scholar

University of California, Los Angeles
M.A. in Folklore and Mythology, 1999

University of California, Los Angeles,
B.A. in English, 1993

Professional Credentials and Certifications

Bar Admission: California

University of California, Los Angeles
Single Subject Teaching Credential in
Secondary Language Arts, 2005

AFL / CIO Organizing Institute
Labor Organizer Certification, 1999

PROFESSIONAL EXPERIENCE HIGHLIGHTS

The Law Office of Sean Garcia-Leys, esq., Los Angeles, CA

- Sole Practitioner**
04/2020 to present
- Litigates impact litigation cases in state trial and appellate courts aimed at ending gang injunctions and overbroad law enforcement gang documentation practices.
 - Serves as consultant to California Committee on the Revision of the Penal Code on issues related to gangs and gang law.
 - Provides expert testimony on gangs and reliability of gang membership identifications by law enforcement.

Connie Rice Institute for Urban Peace, Los Angeles, CA

- Senior Staff Attorney**
09/2016 to 04/2020
- Litigated gang injunction cases in state and federal courts, including class action suit enjoining City of LA from enforcing injunctions against nearly 10,000 people.
 - Sponsored, drafted, and lobbied for state laws and regulations reforming law enforcement gang databases. Litigated first cases using the new laws. Reduced number of individuals in CalGang database by 70% in 8 years.
 - Supervised law students from UCI and Loyola Law Schools.
 - Taught legal education course for UPI's L.A. Violence Intervention Training Academy and legal self-defense workshops for at-risk youth.
 - Awarded 2018 "Equal Justice Award" by ACLU and 2017 "Chicano Hero Award" by Chicanos Unidos.

Los Angeles Unified School District, Los Angeles, CA

- Teacher**
09/2001 to 06/2010
- Taught 8th through 12th grade English in inner-city schools.
 - Created Law, Business, and Government small learning community at Lincoln High School.
 - Leadership positions included union chapter chair, department chair, debate team coach, student leadership advisor.

AFL / CIO, Los Angeles, CA

- Organizer**
06/1999 to 09/2001
- Organized hospital workers and court reporters for union representation elections.
 - Organized UCLA workers to successfully oppose long-term "casual" employment without benefits.
 - Prepared cases for disciplinary hearings.

CURRICULUM VITA

EDUCATION

University of California, Irvine School of Law; Irvine, CA
Juris Doctor, 2016

University of California, Los Angeles; Los Angeles, CA
M.A. in Folklore and Mythology, 1999

University of California, Los Angeles; Los Angeles, CA
B.A. in English, 1993

CREDENTIALS

Attorney's License, California Bar Association
California Single Subject (English) Teaching Credential, (expired)
Labor Organizer Certification

EXPERIENCE

Law Office of Sean Garcia-Leys; Montebello, CA April 2020 – present. *Sole Practitioner.*
Litigates impact litigation cases in state trial and appellate courts aimed at ending gang injunctions and overbroad law enforcement gang documentation practices. Serves as consultant to California Committee on the Revision of the Penal Code on issues related to gangs and gang law. Provides expert testimony on gangs and reliability of gang membership identifications by law enforcement.

Connie Rice Institute for Urban Peace; Los Angeles, CA; September, 2016 – April 2020
Senior Staff Attorney. Litigated gang injunction cases in Los Angeles, Orange, and Ventura Counties, including complex and class action cases and appeals in state and federal courts. Represented individual clients seeking removal from gang injunctions and law enforcement's gang databases. Worked in partnership with community organizations to draft and lobby for passage of state legislation and local policies. Published reports on gang databases and municipal violence reduction efforts. Led workshops for gang intervention workers, law enforcement, and community groups. Provided technical support and expert testimony regarding gang identification and gang law.

ACLU of Southern California; Santa Ana, CA; August, 2015 – December, 2015
Extern. Conducted outreach to defendants in gang injunctions cases. Prepared and led community education events on gang injunctions. Wrote community guide to gang injunctions. Researched legal challenges to gang injunctions.

Los Angeles County Public Defender; Los Angeles, CA; June, 2015 – August, 2015
Clerk. Researched legal issues for defense in criminal court and conservatorship hearings. Conducted intake interviews of criminal defendants in juvenile adjudications and fitness hearings.

National Lawyers Guild of Los Angeles; Santa Monica, CA; June, 2014 – August, 2014
Intern. Researched legal issues for first amendment and civil rights litigation under supervision of Carol Sobel. Wrote memoranda for litigation team. Investigated facts for prospective litigation.

SEAN GARCIA-LEYS, ESQ.

Homies Unidos; Los Angeles, CA; August, 2011 – February, 2012

Grant Writer. Wrote letters of interest and grant applications for gang intervention program. Summarized facts of program's work and data on effectiveness to meet elements of funding application requests.

Youth Justice Coalition; Inglewood, CA; November, 2010 – May, 2011

Lead Teacher. Developed curriculum and taught classes for youth involved with gangs and the criminal justice system to gain credit towards a high school degree while working as legal advocates for themselves and other youth in similar situations.

Los Angeles Unified School District; Los Angeles, CA; September, 2001 – June, 2010

Teacher. Taught 8th through 12th grade English in middle and high schools. Leadership positions included teachers union chapter chair, English department chair, student leadership advisor, and debate team coach.

AFL/CIO; Los Angeles, CA; June, 1999 – September, 2001

Organizer and Field Representative. Organized non-union workers to form unions through NLRB elections and organized represented workers in campaigns for better wage and working conditions. Prepared cases of represented workers for disciplinary hearings.

ACADEMIC APPOINTMENTS

Los Angeles Violence Intervention Training Academy; Los Angeles, CA;
February, 2017 – April, 2020

Instructor. Developed curriculum and trained community violence intervention workers in relevant law, focusing on: gang law; local, state, and federal anti-gang policy advocacy; police practices and the 4th Amendment; legal liability for intervention workers.

University of California, Irvine, School of Law; Irvine, CA;
January, 2017 – June, 2019

Clinic Student Team Supervisor (non-faculty position). Supervised certified law students from the Criminal Justice Clinic working on gang database removal and gang injunction impact litigation.

University of California, Los Angeles, CenterX; Los Angeles, CA;
September, 2005 – April, 2006

Instructor (non-faculty position). Developed curriculum and taught graduate level courses for teacher credential program on the social foundations of education and on urban cultural literacy for teachers.

HONORS

Equal Justice Award; American Civil Liberties Union of Southern California; 2018.

Chicano Hero Award; Chicanos Unidos; 2017.

Community Warrior Honoree; Resilience OC; 2017 (*Received as member of UCI Law School Immigrant Rights Clinic*).

Public Service Scholar; University of California, Irvine, School of Law; 2013-2016.

PUBLICATIONS AND PRESENTATIONS

Reports

Analysis of CA Attorney General's Annual Report on CalGang for 2018. By Sean Garcia-Leys and Nicole Brown. September, 2019. Urban Peace Institute.

Santa Ana Community Safety Assessment. By the Urban Peace Institute. July, 2019. Urban Peace Institute.

Understanding Allegations of Gang Membership/Affiliation in Immigration Cases. By Immigrant Legal Resource Center. April, 2017. (*As research contributor, not author*)

Mislabeled: Allegations of Gang Membership and Their Immigration Consequences. By Sean Garcia-Leys with Meigan Thompson and Christyn Richardson. 2016. Immigrant Rights Clinic, University of Irvine, School of Law.

Presentations, Speaking Events, and Trainings

"Gang Enhancements: Relevant Perspectives from Sociology and Law Enforcement; Recommendations." Meeting of the California Committee on the Revision of the Penal Code. CA. September 17, 2020.

"Keynote Speech: Gang Injunction Law" California Statewide People's Summit on Gang Injunctions. CA. September 12, 2020.

"Constitutionality of Gang Prosecutions." Topicality to Reality webcast. CA. September 8, 2020.

"Legal Observer Training." National Lawyers Guild of Orange County. CA. June 22, 2020.

"Presentation to LAPD Police Commission." Special Meeting of the Los Angeles Board of Police Commissioners. Los Angeles, CA. May 5, 2020. (*Invited Speaker*).

"Presentation on LAPD Gang Database." Regular Meeting of the Southern California Cease Fire Committee. Los Angeles, CA. January 15, 2020. (*Invited Speaker*).

"Keynote Speech: Gang Injunction Laws." A People's Conference on Gang Injunctions. Camarillo, CA. April 13, 2019.

"Gang Databases and Their Collateral Consequences." Gang Prevention and Intervention Conference. Los Angeles, CA. May 14, 2019. (*Panelist*).

"Community Lawyering." University of California National Public Service Law Conference. Berkeley, CA. March 2, 2019. (*Panelist*).

"Gang Databases." Guilty by Association II Conference. Los Angeles, CA. February 2, 2019. (*Panelist*).

"From the Streets to the Capital: The Battle for AB 2298." Document Me Conference. San Diego, CA. August 5, 2017. (*Panelist*).

“Community Safety Partnership Training.” Los Angeles Police Department. Los Angeles, CA. July 13, 2017. (*Breakout Group Facilitator*).

“Effects of Gang Profiling.” Gang Prevention and Intervention Conference. Los Angeles, CA. May 1, 2017.

“Legal Self Defense and Defense of Others.” AWARE LA. Santa Monica, CA. October 1, 2016. (*Trainer*).

“Gang Database Removal.” PHFE. Los Angeles, CA. September 21, 2016. (*Trainer*).

“Race and the Law.” California State University, Long Beach. Long Beach, CA. September 14, 2016. (*Panelist*).

“Gang Database Removal.” Santa Ana Boys and Men of Color. Santa Ana, CA. October 17, 2015. (*Trainer*).

“Hearing on AB 2298.” California State Assembly Standing Committee on Judiciary. Sacramento, CA. April 28, 2015. (*Sponsors’ Speakers Panel*).

“Curriculum Beyond the Classroom: Student and Community Responses to School Safety Measures in Urban Schools.” American Educational Research Association Annual Meeting. Montréal, Canada. April 13, 2005.

Interviews and Press Quotes

Trageser, Claire. “Activists Sue California Attorney General to Block Use of Gang Database.” *KPBS*. September 24, 2020.

“Lawsuit Against Gang Database.” *10 News - ABC San Diego KGTV*. September 24, 2020.

Chabria, Anita and Kevin Rector and Cindy Chang. “California Bars Police from Using LAPD Records in Gang Database. Critics Want it Axed.” *Los Angeles Times*. July 14, 2020.

Dulaney, Cody. Daily News Broadcast. *KPBS*. June 30, 2020.

Dulaney, Cody. “New Records Show Why You Get Labeled a Gang Member in San Diego County.” *Inewssource*. June 30, 2020.

Chabria, Anita and Leila Miller. “Reformers Want California Police to Stop Using a Gang Database Seen as Racially Biased.” *Los Angeles Times*. June 24, 2020.

Loudenback, Jeremy. “Garcetti’s Plan to Defund the LAPD Could Benefit the Juvenile Justice System.” *The Chronicle of Social Change*. June 5, 2020.

Judd, Alan. “From Los Angeles, a Cautionary Tale for Georgia’s New Gang Database.” *The Atlanta Journal-Constitution*. Mar 6, 2020.

Miller, Leila. “The LAPD Branded Them as Gang Associates. But They Fought Back and Got Removed from CalGang Database.” *Los Angeles Times*. Feb 13, 2020

Chabria, Anita and Leila Miller and Nicole Santa Cruz. “LAPD Scandal Opens Window into California’s Secret Gang Database as Reforms Debated.” *Los Angeles Times*. Feb 3, 2020.

“LAPD Chief Moves to Fire Officer Involved in Investigation of Alleged Gang Member Framing.” *CBS Los Angeles*. Jan 24, 2020.

Muhammad, Richard and Charlene Muhammad. “Targeting Our Children? A Dubious Gang Database and Demands for an End to Targeting Black, Latino Youth.” *The Final Call*. Jan 21, 2020.

Murphy, Heather. “Los Angeles Officers Suspended After Boy Is Wrongly Labeled a Gang Member.” *New York Times*. Jan 8, 2020.

“LAPD Gang Data Investigation May Impact New State Regulations for Police.” *NBC Los Angeles*. Jan 7, 2020.

Drechsler, Philip. “LAPD Officers Suspected of Filing False Data on South LA Traffic Stops.” *NBC Los Angeles*. Jan 6, 2020.

“LAPD Officers on Leave After Allegedly Falsifying Field Reports, Wrongly Portraying People as Gang Members.” *CBS Los Angeles*. Jan 6, 2020.

Diskin, Megan. “New Version of Oxnard Gang Injunctions Moves to Secure Individual Due Process Rights.” *Ventura County Star*. Nov 18, 2019.

Rufer, Jennifer. “Useful or Concerning? Nearly 90K People on CalGang Database.” *Spectrum News 1*. Sep 25, 2019.

Cohen, Alex. “Inside the Issues with Alex Cohen.” *Spectrum News 1*. Sep 16, 2019.

Flaherty, Katie. “He’s a Gang Intervention Worker. But California Police Call Him a Gang Member.” *NBC News*. Aug 18, 2019.

Queally, James. “California Moving Away from Gang Injunctions Amid Criticism, Falling Crime Rates.” *LA Times*. July 8, 2018.

Sullivan, Michael. “The Red Zone: Oxnard Shelter Guests Receive City Document with Map of Where They Are ‘Prohibited’ from Being in Public During the Day.” *VC Reporter*. Jun 19, 2019.

Diskin, Megan. “Judge’s Decision at Hearing on Oxnard Gang Injunctions Sets Back Enforcement Effort.” *Ventura County Star*. June 5, 2019.

Chabria, Anita. “A Routine Police Stop Landed Him on California’s Gang Database. Is it Racial Profiling?” *Los Angeles Times*. May 9, 2019.

Emery, Sean. “Judge Declines Request to Remove Fullerton Man from State’s Gang Database.” *Orange County Register*. March 12, 2019.

Sweeney, Annie. “Massive Gang Database Kept by the Chicago Police Under Fire as Inaccurate, Outdated.” *Chicago Tribune*. April 30, 2018.

Ewing, Maura. “California Ruling Give Accused Gang Members a Chance to Clear Their Names.” *The Appeal*. January 24, 2018.

SEAN GARCIA-LEYS, ESQ.

Ewing, Maura. "Prosecutors Forced to Redefine 'Gang Member.'" *In Justice Today*. October 16, 2017.

Cabrera, Yvette. "New ICE Tactic Raises Questions About Due Process." *Think Progress*. October 6, 2017.

Hawkins, AWR. "Amnesty Groups Fight to Hide Gang Database from Trump." *Breitbart*. December 6, 2016.

Cabrera, Yvette. "Immigrant Advocates Fighting to Keep State Gang Databases Away from Trump." *Voice of OC*. December 4, 2016.

Stahl, Aviva. "How Immigrants Get Deported for Alleged Gang Involvement." *Vice*. August 12, 2016.

Winston, Ali. "Marked for Life: U.S. Government Using Gang Databases to Deport Undocumented Immigrants." *The Intercept*. August 11, 2016.

Cabrera, Yvette. "Troubled Pasts Force Hard Choices for Some Undocumented Immigrants." *Voice of OC*. February 28, 2016.

San Roman, Gabriel. "Is Tony Rackauckas Underestimating the Placentia Barrios Affected by Two New Gang Injunctions?" *OC Weekly*. December 2, 2015.

Goodman, Amy. "Hungry for a Better Education: Teachers, Parents Lead Hunger Strike Protesting Cuts, Layoffs at LA Schools" *Democracy Now*. June 10, 2009.

COMMUNITY ACTIVITIES

All People's Community Center; Los Angeles, CA; February, 2017 – February, 2018

Director. Served on Board of Directors of community center which provides a broad range of wrap-around social services and programs to empower individuals, promote community respect, and encourage self-determination.

Together We Will; Irvine, CA; March, 2017 – April, 2017.

Master of Ceremonies. Interviewed dignitaries for townhalls held by grassroots political organization.

Clean Slate Expungement Clinic; Santa Ana, CA; December, 2013 – August, 2015

Pro Bono Volunteer. Assisted pro se petitioners seeking expungements with declarations and court forms.

National Lawyers Guild of Orange County; Southern California; August 2013 – Present

Legal Observer. Observes protest rallies and civil disobedience actions to gather evidence in case of civil rights violations.

We Are Alex Campaign, Los Angeles, CA; June, 2009 – January, 2011

Volunteer. Managed press releases and assisted with the organizing of community support for defense of wrongfully criminally accused gang peace worker.

EXECUTIVE OFFICE



BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

Name: Esché L. Jackson

Nominee for: Probation Oversight Commission

Nominated by: Not applicable

STATEMENT OF QUALIFICATIONS
APPLICATION

Please Type or Print

Name Esché L. Jackson ☒ Female ☐ Male

Education University of Southern California, MPA, *Public Policy*, 2020

University of Southern California, BA, *English Literature*, 2015

Occupation HR Business Partner Employer Morris Yorn Barnes Levine Law Firm [2008-current]

Former Business/Professional Experience

Board of State and Community Corrections, *Executive Steering Committee*

Journey House Inc., *Policy Developer and Advocate*

Delaware Community Reinvestment Act Council, *Operations Consultant*

Organizational Affiliations (professional, business,
homeowner, etc.)

Liberty Hill Foundation Commissions Trainee, National Juvenile Justice Network Alumna,

Annie E. Casey Youth Development Advisor, Rights4Girls Partner, Children's Defense Fund Ally,

Los Angeles County Probation System-Involved Ally, LA County Commission for Women Resilience Scholar

Are you generally available for daytime or nighttime
Commission meetings? Yes ☒ No ☐

If no, please explain

Are you registered to vote in Los Angeles County?

Yes  No

Have you ever been convicted, fined, imprisoned, placed on probation, received a suspended sentence or forfeited bail for any offense (except non-moving traffic violations) by any court (including convictions dismissed under Penal Code Section 1203.4)?

Yes No 

If yes, what offense or offenses:

At the present time, do you hold any position with any public entity?

Yes  No

If yes, what public entity or entities and what position or positions?

Anti-Recidivism Coalition, Board of Directors

A statement of duties and qualifications of the position for which you are being considered is attached. Please read the statement and write below why you are particularly suited to serve the people of the County of Los Angeles in this position. You may attach additional sheets of paper for your response (optional).

I am a formerly system-involved person who has invested a number of years in helping create healthier conditions of confinement and post-incarceration outcomes for relative individuals and families. My personal experience in the child welfare system and juvenile justice system has shaped my advocacy, which aim to reform the policies, practices, and procedures that uphold the juvenile and adult system. My advocacy ultimately aims to reduce crime, decrease the use of incarceration, and increase investment in communities most impacted by crime, abuse, and neglect.

As a Commissioner of the Probation Oversight Commission, I would marry my personal and professional reform ideals with the mission of this body to increase public transparency and Department accountability. I am equipped to tactfully serve in this role and contribute to a meaningful and measurable outcome.

Please indicate the names, addresses, and telephone numbers of references (Optional):

Carol Biondi | [REDACTED]

Scott Budnick | [REDACTED]

Melina Abdullah | [REDACTED]

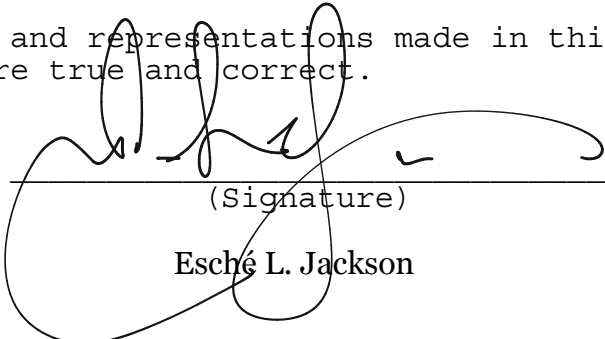
CONSENT AND CERTIFICATION

I have reviewed the attached description of qualifications and duties for the position. I am able to perform all duties. I am willing to serve.

I acknowledge that the County of Los Angeles may contact other entities or other persons to confirm information I have provided.

I certify that all statements and representations made in this Statement of Qualifications are true and correct.

Dated: October 21, 2020



(Signature)

Esché L. Jackson

Name: Esché L. Jackson

Nominee for: Probation Oversight Commission

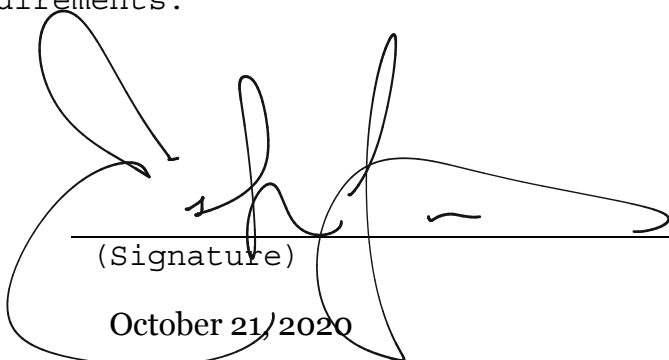
Nominated by: Not applicable.

**ACKNOWLEDGMENT OF CONFLICT OF INTEREST
INFORMATION**

I acknowledge that I have been advised that Los Angeles County has made advance disclosure of potential Conflicts of Interest applicable to all members of commissions, committees and boards.

This means among other things, that I will disqualify myself from participation in any governmental matters in which I have an economic interest. If I have any questions regarding the propriety of my participation in such governmental matters, I will consult with the County Counsel.

I have also received a copy of applicable definitions and explanation of the requirements.



(Signature)

October 21, 2020

(Date)

LOS ANGELES COUNTY COMMISSIONERS

COUNTY-RELATED FINANCIAL DISCLOSURE QUESTIONNAIRE

The following questionnaire requests certain information with respect to the financial and other interests that may be connected with the County or with your duties as a commissioner, committee member, or board member. In the spirit of the purposes of such disclosure, your answers should be liberally construed to disclose any interests that might be reasonably expected to be particularly affected by commission/committee/board action or to be disclosed in the public interest. Before answering any of the questions, please read the definitions listed below carefully; they are intended to further your understanding of the types of information that should be disclosed.

NOTE: The information called for in the financial disclosure questionnaire relates only to income, real property, investments, or business interests which are the subject of business transactions with the County, or which are subject to the regulation, inspection, or enforcement authority of the County or of the commission, committee or board for which you are being considered for appointment. YOU ARE NOT REQUIRED to disclose this information if such is not the case.

When describing any investment of business interest, you need only describe it sufficiently to identify it. Thus, with respect to real property, the address or other precise identification of the location would be given. With respect to ownership interests in business entities the name of the business entity and a statement of the nature of your interest (e.g., common stock, partnership interest, director, trustee, etc.) is sufficient. With respect to disclosure of remuneration, the business entity that is the source should be described, but the nature of the income (e.g., dividends, salary, etc.) need not be described.

DEFINITIONS

"Interest in real property" includes any leasehold, beneficial or ownership interest or an option to acquire such an interest in real property if the fair market value of the interest is greater than two thousand dollars (\$2,000). Interests in real property of an individual include a pro rata share of interests in real property of any business entity or trust in which the individual or his immediate family owns directly, indirectly or beneficially, a ten percent interest or greater.

"Investment" means any financial interest in or security issued by a business entity, including but not limited to common stock, preferred stock, rights, warrants, options, debt instruments and any partnership or other ownership interest, if the business entity or any parent, subsidiary or otherwise related business entity has an interest in real property in the County, or does business with the County, plans to do business with the County, or has done business with the County at any time during the last two years. No asset shall be deemed an investment unless its fair market value exceeds two thousand dollars (\$2,000). The term "investment" does not include a time or any insurance policy, interests in a diversified mutual fund registered with the Securities and Exchange Commission under the Investment Company Act of 1940 or a common trust fund which is created pursuant to Section 1564 of the Financial Code, or any bond or other debt instrument issued by any government or government agency. Investments of an individual DO include a pro rata share of investments of any business entity or trust in which the individual or his immediate family owns directly, indirectly or beneficially, a ten percent interest or greater.

"Income" means income of any nature from any source including, but not limited to, any salary, wage, advance, payment, dividend, interest, rent, capital gain, or return of capital. Income of an individual also includes a pro rata share of any income of any business entity or trust in which the individual or his immediate family owns directly, indirectly or beneficially, a ten percent interest or greater.

Name: Esché L. Jackson

Nominee for: Probation Oversight Commission

Nominated by: Not applicable.

COUNTY-RELATED FINANCIAL DISCLOSURE

QUESTIONNAIRE

(For reappointments, list income since last questionnaire)

1. List all contracts entered into, bid on, or negotiated with the County or any County board, commission, or committee either as an individual or by any business in which you or your immediate family owns directly, indirectly or beneficially, a ten percent interest or greater.

Not applicable.

2. List each source of income aggregating more than \$500 during the last 12 months derived from real property that you or your immediate family owns directly, indirectly or beneficially and is leased or rented by the County or is subject to regulation, inspection, or enforcement authority of the County or the board, commission, or committee for which you are being considered for appointment.

Not applicable.

3. List any source of income (aggregating more than \$500 during the last 12 months) that has regular transactions with any County agency, board, committee or commission.

Not applicable.

4. List all investments worth more than \$2,000 in entities in which you or your immediate family owns directly, indirectly or beneficially, a ten percent interest or greater, and provides or sells services or supplies utilized by the County or are subject to regulation, inspection, or enforcement authority of the County or of the board, commission, or committee for which you are being considered for appointment.

Not applicable.

5. List the name of any business entity for which you were a director, officer, partner, trustee, or employee or for which you held any position of management that is the subject of any business transactions with the County or which is subject to regulation, inspection, or enforcement authority of any County agency or by the board, commission, or committee for which you are being considered for appointment.

Not applicable.

PROBATION OVERSIGHT COMMISSION (POC) SUPPLEMENTAL

Pursuant to County Code 3.80.010, please respond to the following questions to determine if you meet the membership qualifications:

1. Are you a resident of the County of Los Angeles?

☒ Yes ☐ No

2. Are you a current employee of the County of Los Angeles?

☐ Yes ☒ No

3. Are you formally justice-system involved?

☒ Yes ☐ No

4. Are you a family member of someone who is currently or formerly justice-system involved?

☒ Yes ☐ No

5. Are you a member of the State Bar of California with juvenile or criminal justice expertise?

☐ Yes ☒ No

If yes, please provide in detail your expertise:

6. Are you a current employee of any law enforcement agency, including a police or prosecutorial agency for a government entity, or any individual who has been an employee of such an agency within the previous year?

☐ Yes ☒ No

If the answer is yes, please provide the name of the agency, and last date of employment:

7. Are you a current employee of a contractor of the County of Los Angeles who is involved in the creation of contracts for or the delivery of contracted goods or services for the Probation Department?

☐ Yes ☒ No

If the answer is yes, please provide the name of the contractor, position/title and your involvement with creating contracts, and in the delivery of goods and services for the Probation Department:

8. Do you have a background as a mental health professional, youth development expert, or experienced re-entry practitioner?

☐ Yes ☒ No

If the answer is yes, please provide additional information on your background, expertise, or experience:

As a system-impacted stakeholder and advisor, I have been regarded as a subject-matter expert. I do not have a background in these particular areas, but have contributed to various forums and policy initiatives over the years concerning mental health, youth development and re-entry.

9. Are you an active participant in a community organization working on adult or juvenile justice issues? Community involvement?

☒ Yes ☐ No

If the answer is yes, please list the name of the organization and expand on your community involvement:

Pre-COVID, I served as a youth development specialist who designed and facilitated a series of personal development curricula to help detained adolescent girls discover their personal interests and abilities, and expand their capacity for growth. Using trauma-informed and evidence-based best practices, I created and oversaw this program that demonstrated success in helping participants navigate life's challenges and improve their self-concept. Having proximity to in-system youth provided me with unique insights that would inform policy initiatives and transform how organizations I serve (Anti-Recidivism Coalition, Journey House) support at-risk youth's post-release transition.

ESCHÉ JACKSON

ADVOCATE | THOUGHT LEADER | STRATEGIST

Los Angeles, Ca



EXECUTIVE SUMMARY

Senior-level professional offering years of diverse experience managing complex projects, building communities and recommending strategies and solutions to executives across the local government, private and non-profit sector. Tactfully engages stakeholders and leverages relationships to create strategic, value-driven, impactful change. Well-versed in diversity, equity, and inclusion best practices. Skilled at creating a compelling vision, communicating a call to action, and building high-performing teams to achieve organization objectives. Proficient in social justice discourse and adept in training and development facilitation.

AREAS OF EXPERTISE

Policy & Procedure Development
Strategic Planning
Stakeholder Engagement
Project & Resource Management
Public Speaking
Strategic Policy Analysis
Public Relations
Diversity, Inclusion, and Equity Initiatives
Partnership & Alliance Formation
Initiative Implementation
Curriculum Development

PROFESSIONAL BACKGROUND

Board of Directors, Treasurer | Anti-Recidivism Coalition

2017 – Present

Participate as an executive committee member in the development and implementation of organization-wide policies and programs. Evaluate components of member programs and services to ensure compliance with contractual and budgetary obligations, efficiency, and quality. Monitor the performance of the executive director. Oversee \$7.3M budget in coordination with the Director of Finance and Operations Manager. Analyze reports of all financial data which provide clear strategic direction and define goals for evaluating organizational performance.

Operations Consultant | Delaware Community Reinvestment Act Council

SEPT 2019–DEC 2019

Developed a theory of change model and evaluation toolkit for senior management. Managed the execution of the organization's action plans to ensure that systems were optimized, and targeted results were achieved. Identified, analyzed, and recommended effective strategies to resolve concerns encountered at checkpoints. Ultimately assisted in the development of a system that allowed DCRAC to improve access to credit and capital for economically disadvantaged communities.

Strategy Consultant | Italian Ministry of Health

FEB 2018- SEPT 2018

Collaborated with the Italian Ministry of Health representatives on improvement strategies of the healthcare system for twenty-two autonomous regions utilizing the public-private partnership model while mitigating risk. Produced reports with regional healthcare system profiles, a VfM toolkit, P3 assessment model, and fiscal recovery plan. Developed performance management metrics and baselines for multiple project deliverables, continuously ensuring that project objectives were measurable and performance expectations were achieved.

Executive Steering Committee Member | California Board of State and Community Corrections

2017 – 2018

Conducted a comprehensive review of Title 15 & 24 regulations. Provided BSCC recommendations on minimum standards for the condition of juvenile detention facilities in Los Angeles County. Held the Board responsible for failing to incorporate juvenile best practices, research, trauma-informed approaches. Catalyzed regulation revisions to protect and serve detained youth including access to education, access to hygiene products, child visitation, and expanded provisions for LGBTQI youth.

Youth Justice Leadership Institute Fellow | National Juvenile Justice Network

2016– 2018

Developed and administered a 12-week evidence-based recovery and development curriculum to provide incarcerated girls with the tools to assess their life's experiences, and create a greater capacity for self-actualization and personal growth. Collaborate with justice advocates/organizers to devise and implement youth justice change.

Policy Developer and Advocate | Journey House, Inc.

2017-2018

Instrumental in the development and passing of AB 3089, the CHAFEE grant bill that amended Section 69519 of the Education Code and provided financial support for foster youth pursuing higher education. Interpreted and analyzed data. Produced written analyses for distribution to diverse internal and external audiences to increase awareness of the needed policy amendment

Commissions Trainee | Liberty Hill Foundation

APR 2017 -SEPT 2017

Training on best practices for collaborative advocacy, public planning, equitable development support, and displacement prevention in low income and communities of color.

National Strategy Advisor | Annie E. Casey Foundation

MAY 2016– AUG 2016

Provided recommendations on restoring teen and young adult connections to education and employment in at-risk communities around the nation. Managed the development of regional teams and relative strategic initiatives. Identified outreach strategies to cultivate and leverage stakeholder relationships by communicating emerging issues and expectations around increasing community partnerships and alliances.

WORK EXPERIENCE

Operations and HR Manager | Morris Yorn Barnes Levine Law Firm

2016– Present

Contribute to company performance by providing tactical and strategic consulting on people and organizational development strategies in support of company objectives. Develop and implement sound HR systems and strategies. Responsible for providing oversight in employee relations, training and development, operations, and diversity and inclusion.

PUBLIC SPEAKING ENGAGEMENTS

Speaker Justice for Everyone Initiative <i>Google</i>	FEB 2018
Panelist Defining Justice: The Criminalization of Girls and Women with Ava Duvernay and Ta-Nehisi Coates <i>The Atlantic</i>	NOV 2017
Facilitator Roundtable Discussion on Women and Barriers to Re-entry <i>Office of Representative Karen Bass & Representative Robin Kelly</i>	JUL 2017
Facilitator Voices of Young Women and Girls in Transition <i>Antioch University</i>	MAY 2017
Speaker The Aspen Institute Opportunity Youth Incentive Fund <i>Improving System and Sector Outcomes for Opportunity Youth</i>	OCT 2016
Organizer Many Rivers to Cross Social Justice Festival <i>Offering Solutions to End Mass Incarceration</i>	OCT 2016
Speaker National Juvenile Justice Network Forum <i>Effective Strategies for Supporting Incarcerated Girls</i>	JUL 2016
Presenter White House Convening on Women and the Criminal Justice System <i>Methodologies to Improve Women's Access to Justice</i>	MAR 2016
Speaker Rep. Karen Bass on Girls and Women of Color Town Hall <i>Addressing the Abuse to Prison Pipeline</i>	AUG 2015
Speaker White House Initiative on Education Excellence for African Americans <i>Reimagining Opportunity for Black Youth in Los Angeles</i>	JUN 2015

EDUCATIONAL BACKGROUND

Master of Public Administration, Public Policy, Sol Price School of Public Policy, University of Southern California (2020)
Bachelor of Arts, English Literature, Dornsife College of Letters, Arts and Sciences, University of Southern California (2015)

PROFESSIONAL AFFILIATIONS & MEMBERSHIPS

Children's Defense Fund
 Liberty Hill Foundation
 Rights4Girls
 Annie E. Casey Foundation
 Prison Education Project
 National Juvenile Justice Network
 Los Angeles County Commission for Women ('18 Resilience Scholar)
 USC Black Alumni Association

EXECUTIVE OFFICE



BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

Name: Dominique D. Nong
Nominee for: Probation Oversight Commission
Nominated by: _____

STATEMENT OF QUALIFICATIONS
APPLICATION

Please Type or Print

Name Dominique D. Nong ☒ Female ☐ Male

Education _____
Harvard College, B.A., cum laude, Spanish Language Citation, 2005
The University of Chicago Law School, J.D., 2009

Occupation Law, Policy Employer Children's Defense Fund-CA

Former Business/Professional Experience Assistant Public Defender,
Maryland Office of the Public Defender, Juvenile Court Division; Clinical Fellow/ Founder of
the Pretrial Representation and Corrections Policy Project, Northwestern University
School of Law Bluhm Legal Clinic; Staff Attorney, Southern Poverty Law Center

Organizational Affiliations (professional, business,
homeowner, etc.)

Are you generally available for daytime or nighttime
Commission meetings? Yes ☒ No ☐

If no, please explain _____

Statement of Qualifications
Page 2

Are you registered to vote in Los Angeles County?

Yes ☒ No ☐

Have you ever been convicted, fined, imprisoned, placed on probation, received a suspended sentence or forfeited bail for any offense (except non-moving traffic violations) by any court (including convictions dismissed under Penal Code Section 1203.4)?

Yes ☐ No ☒

If yes, what offense or offenses:

At the present time, do you hold any position with any public entity?

Yes ☐ No ☒

If yes, what public entity or entities and what position or positions?

A statement of duties and qualifications of the position for which you are being considered is attached. Please read the statement and write below why you are particularly suited to serve the people of the County of Los Angeles in this position. You may attach additional sheets of paper for your response (optional).

Please see attached Statement of Interest.

Statement of Qualifications
Page 3

Please indicate the names, addresses, and telephone numbers of references (Optional):

Julio Marcial, Liberty Hill Foundation, [REDACTED]

Elizabeth Calvin, Human Rights Watch, [REDACTED]

Tia Martinez, Forward Change, [REDACTED]

Sue Burrell, Pacific Juvenile Defender Center, [REDACTED]

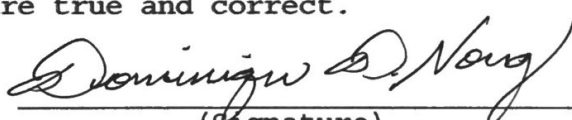
CONSENT AND CERTIFICATION

I have reviewed the attached description of qualifications and duties for the position. I am able to perform all duties. I am willing to serve.

I acknowledge that the County of Los Angeles may contact other entities or other persons to confirm information I have provided.

I certify that all statements and representations made in this Statement of Qualifications are true and correct.

Dated: 10/15/20


(Signature)


Name: Dominique D. Nong
Nominee for: Probation Oversight Commission
Nominated by: _____

**ACKNOWLEDGMENT OF CONFLICT OF INTEREST
INFORMATION**

I acknowledge that I have been advised that Los Angeles County has made advance disclosure of potential Conflicts of Interest applicable to all members of commissions, committees and boards.

This means among other things, that I will disqualify myself from participation in any governmental matters in which I have an economic interest. If I have any questions regarding the propriety of my participation in such governmental matters, I will consult with the County Counsel.

I have also received a copy of applicable definitions and explanation of the requirements.



(Signature)
10/15/20

(Date)

Name: Dominique D. Nong
Nominee for: Probation Oversight Commission
Nominated by: _____

COUNTY-RELATED FINANCIAL DISCLOSURE

QUESTIONNAIRE

(For reappointments, list income since last questionnaire)

1. List all contracts entered into, bid on, or negotiated with the County or any County board, commission, or committee either as an individual or by any business in which you or your immediate family owns directly, indirectly or beneficially, a ten percent interest or greater.

Not Applicable

2. List each source of income aggregating more than \$500 during the last 12 months derived from real property that you or your immediate family owns directly, indirectly or beneficially and is leased or rented by the County or is subject to regulation, inspection, or enforcement authority of the County or the board, commission, or committee for which you are being considered for appointment.

Not Applicable

3. List any source of income (aggregating more than \$500 during the last 12 months) that has regular transactions with any County agency, board, committee or commission.

Not Applicable

4. List all investments worth more than \$2,000 in entities in which you or your immediate family owns directly, indirectly or beneficially, a ten percent interest or greater, and provides or sells services or supplies utilized by the County or are subject to regulation, inspection, or enforcement authority of the County or of the board, commission, or committee for which you are being considered for appointment.

Not Applicable

5. List the name of any business entity for which you were a director, officer, partner, trustee, or employee or for which you held any position of management that is the subject of any business transactions with the County or which is subject to regulation, inspection, or enforcement authority of any County agency or by the board, commission, or committee for which you are being considered for appointment.

Not Applicable

PROBATION OVERSIGHT COMMISSION (POC) SUPPLEMENTAL

Pursuant to County Code 3.80.010, please respond to the following questions to determine if you meet the membership qualifications:

1. Are you a resident of the County of Los Angeles?

☒ Yes ☐ No

2. Are you a current employee of the County of Los Angeles?

☐ Yes ☒ No

3. Are you formally justice-system involved?

☐ Yes ☒ No

4. Are you a family member of someone who is currently or formerly justice-system involved?

☐ Yes ☒ No

5. Are you a member of the State Bar of California with juvenile or criminal justice expertise?

☐ Yes ☒ No

If yes, please provide in detail your expertise:

While I am not a member of the State Bar of California, I have over 10 years of professional experience advocating with justice system-impacted youth and adults as a civil rights attorney, defense attorney and policy advocate.

6. Are you a current employee of any law enforcement agency, including a police or prosecutorial agency for a government entity, or any individual who has been an employee of such an agency within the previous year?

☐ Yes ☒ No

If the answer is yes, please provide the name of the agency, and last date of employment:

7. Are you a current employee of a contractor of the County of Los Angeles who is involved in the creation of contracts for or the delivery of contracted goods or services for the Probation Department?

☐ Yes ☒ No

If the answer is yes, please provide the name of the contractor, position/title and your involvement with creating contracts, and in the delivery of goods and services for the Probation Department:

8. Do you have a background as a mental health professional, youth development expert, or experienced re-entry practitioner?

☐ Yes ☒ No

If the answer is yes, please provide additional information on your background, expertise, or experience:

9. Are you an active participant in a community organization working on adult or juvenile justice issues? Community involvement?

☒ Yes ☐ No

If the answer is yes, please list the name of the organization and expand on your community involvement:

Children's Defense Fund-CA is one of the four founding organizations of the LA Youth Uprising Coalition (LAYUP)—a coalition of local community-based organizations, service providers and policy organizations dedicated to lifting up the ideas, recommendations, experiences, voices and leadership of LA's youth, particularly those directly impacted by the juvenile and criminal court systems. Through my organization's work within LAYUP and various statewide coalitions, I work directly with system-impacted youth and adults to develop and advocate for policies and practices that prioritize investment in youth development and communities over incarceration and punishment.

**Los Angeles County Probation Oversight Commission
Statement of Qualifications Application
Statement of Interest**

Applicant/Nominee: Dominique D. Nong

The Los Angeles County Probation Department has the power to greatly improve or deeply harm the lives of countless individuals and their families and communities. I would be honored to contribute my expertise, passion and perspective to ensure the groundbreaking new Probation Oversight Commission fulfills its charge to increase transparency, promote accountability (particularly through robust community engagement), and develop well-researched, viable recommendations to the Board of Supervisors and Chief Probation Officer. As a civil rights litigator, defense attorney and policy advocate, I am very familiar with the myriad duties of the Probation Department. I share many of the concerns of community members and probation staff that led to the creation of the Probation Oversight Commission, and have the requisite experience to help successfully execute the commission's duties.

As one of the primary investigatory and research attorneys for a class action lawsuit challenging the conditions within a Mississippi youth prison, not only did I learn how to uncover and document practices that deviated from written policies and procedures, but I also identified appropriate remedies based on national best practices and local factors. My juvenile and criminal defense work in Chicago and Baltimore enhances my ability to provide out-of-state perspectives on both facility conditions and suitable responses. Moreover, since I moved back home to Southern California several years ago, much of my work has been focused on engaging with the Board of State and Community Corrections (BSCC) to improve and ensure adherence to the minimum standards for juvenile detention facilities codified in Titles 15 & 24 of the CA Code of Regulations. These efforts inform my current advocacy around enhancing the BSCC's facility inspections process as directed by Governor Newsom.

Throughout my career, I have centered involvement of court system-impacted individuals and families in advocacy and policy development. For example, while laying the legal foundation for the aforementioned class action lawsuit, I simultaneously supported the creation and subsequent actions (including legislative visits) of a statewide coalition of people with loved ones incarcerated in the prison—a coalition eventually named Friends and Family of Youth Incarcerated at Walnut Grove. More recently, at every stage of the nearly two-year BSCC process for revising the state minimum standards for county juvenile detention facilities, I fought for the inclusion of system-impacted individuals. I conducted broad outreach and provided individual support for applicants to serve on the Executive Steering Committee and subject-matter workgroups; organized a webinar to explain how to submit substantive public comment through the BSCC's online portal; developed more user-friendly surveys to elicit significantly more public comment; partnered with community-based organizations (CBOs) to conduct focus groups and facilitate oral public comments, and; collaborated with CBOs to create a Know Your Rights handout summarizing the adopted standards revisions. I am confident I can provide meaningful input as the commission establishes a robust community engagement practice.

My work interacting directly with incarcerated youth and adults and their families would help inform the commission's ultimate proposal for a safe, reliable, and fair process for receiving and addressing complaints from those individuals and staff. In order to file the Mississippi class action lawsuit, I had to actively support youth engaging in the complicated, multi-tiered grievance process. Our proposed remedies included a more accessible and safe grievance process with specific protections for youth who suffered very sensitive alleged harms like sexual assault. Also, my organization's collaboration during the lawsuit with the federal Department of Justice provides valuable background for working with the Office of the Inspector General regarding needed access and investigations.

Finally, I have direct experience with efforts to understand and shift organizational culture. In Chicago, I worked closely with the Cook County Board President's office and an Illinois Supreme Court justice to reform pretrial practices that led to 79% of adults who appeared in bond court being incarcerated due to excessive bail amounts or mandatory detention orders. At the time, more than 90% of the Cook County jail population were pretrial detainees. Of those, 70% were charged with nonviolent offenses and 67% were Black at a time when just under 25% of the overall county population was Black. Investigation revealed that changes in organizational culture of the adult probation department (specifically the Pretrial Services Division), public defenders and judges were essential to reform. As a result, I dedicated my efforts to collaborating with all three to implement strategies to change the approaches, perspectives and associated processes and structures of adult pretrial practices.

So many Los Angeles County residents are grateful for the commitment of our leaders to have the county probation department advance, to the greatest extent possible, the well-being of our communities. I would be grateful for the opportunity to help fulfill the hopes of county residents and leaders by serving on the new Probation Oversight Commission.

Dominique Doan-My Thuy Nong

EDUCATION:

The University of Chicago Law School, Chicago, IL, J.D., June 2009

Harvard College, Cambridge, MA, B.A. in Social Studies, *cum laude* and honors in field, Spanish Language Citation, June 2005

EXPERIENCE:

Children's Defense Fund – CA, Los Angeles, CA

Director of Youth Justice Policy, June 2020 to Present

Senior Policy Associate—Youth Justice, July 2016 to May 2020

- Guide state and local advocacy efforts to reduce youth contact with the justice system, reinvest resources into youth development community alternatives, protect and support incarcerated youth, and empower individuals directly impacted by the justice systems to meaningfully engage in government decision-making
- Co-lead legislative policy and budget advocacy campaigns that require drafting bills and formal recommendations, developing advocacy materials, meeting with policymakers, providing written and oral testimony at public hearings, and educating and mobilizing partners
- Monitor and collaborate with agencies responsible for administering state and federal funding streams and regulating conditions of confinement in county juvenile facilities

Maryland Office of the Public Defender, Juvenile Court Division, Baltimore, MD

Assistant Public Defender, June 2014 to May 2016

- Represented indigent juveniles charged with delinquent acts or placed under supervision

Bluhm Legal Clinic, Northwestern University School of Law, Chicago, IL

Clinical Fellow, January 2012 to April 2014

- Founded the Pretrial Representation and Corrections Policy project through which students participated in initiatives to decrease jail and prison populations by reforming Cook County's bail-setting process, reinstating a Department of Corrections sentencing credit program, and preventing the expansion of mandatory prison sentences for illegal gun possession

Southern Poverty Law Center, Montgomery, AL

Law Fellow and Staff Attorney, September 2009 to November 2011

- Performed tasks related to a prison conditions of confinement lawsuit, including drafting the complaint, researching legal issues, interviewing potential clients, reviewing records, working with experts, and assisting clients with exhausting administrative remedies. Assisted with the formation and actions of the Friends and Family of Youth Incarcerated at Walnut Grove coalition
- Participated in all aspects of a lawsuit challenging the use of pepper spray in high schools

Edwin F. Mandel Legal Aid Clinic, University of Chicago Law School, Chicago, IL

Student Intern, Criminal and Juvenile Justice Project, June 2007 to June 2009

Carl & Lily Pforzheimer Foundation Public Service Fellowship, Vietnam, Mexico

English Teacher, Translator, Congregation of Notre Dame, December 2005 to May 2006

Intern, CASA (Centro para los Adolescentes de San Miguel de Allende), July to October 2005

Rachel Steinback

[REDACTED]

[REDACTED]

October 26, 2020

Dear Madam/Sir:

I write to express my sincere interest in joining the LA County Probation Oversight Commission as a Commissioner. I have spent my legal career fighting to achieve transparency and accountability in all facets of the criminal legal system with the goal of obtaining justice and equality for all. To that end, as a civil rights lawyer and a criminal and juvenile defense attorney, I have investigated law enforcement departments and carceral facilities for adults and youth; I have worked with experts on police practices and jail and prisons; and I have used my professional and personal privilege to advocate for those whose voices are often overlooked. Throughout, I have centered my work on the experiences and priorities of impacted individuals and communities. It would be an honor to put my knowledge and experience to work alongside you to serve the residents of Los Angeles County in securing greater transparency and accountability in the Los Angeles County Probation Department.

Beyond my justice-centered orientation, my experiences representing youth while I served on the LA County Independent Juvenile Defender Panel are what drive my particular (and strong) desire to join the Commission. Through my work with system-involved young people and their families I witnessed the myriad ways that the LA County Probation Department impacts lives. The Department's reach into my clients' daily lives – at their schools, in their homes, in the communities, and in Probation-run facilities – was more extensive than I ever would have imagined; as such, it was incredibly important to monitor and evaluate the integrity with which it operated. I witnessed Probation Officers' acts of heroism and abuses of authority and everything in between. I noted what succeeded and what fell short. I also observed how my clients and their families navigated the involvement of Probation in their lives. I would welcome the opportunity to bring all of these experiences, perspectives and lessons into my work as a Commissioner.

Attached please find my official application as well as my CV. If there is anything further you would like me to provide, don't hesitate to reach out. Thank you for your consideration of my candidacy.

Very truly yours,

/s/ Rachel Steinback

Encls.

EXECUTIVE OFFICE



BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

Name: Rachel Steinback

Nominee for: Probation Oversight Commission

Nominated by: Cyn Yamashiro

STATEMENT OF QUALIFICATIONS
APPLICATION

Please Type or Print

Name Rachel Steinback ☒ Female ☐ Male

Education Northwestern University School of Law, J.D. (2008)
University of Pennsylvania, B.A. (1999)

Occupation Attorney Employer Neighborhood Legal Services of Los Angeles

Former Business/Professional Experience Law Office of Rachel Steinback
(2017-2020); Loevy & Loevy - Attorney (2009-2010; 2011-2016); U.S. District Court for the Northern
District of Illinois - Judicial Clerk (2010-2011); Davis Polk & Wardwell LLP - Associate (2008-2009);
Goldman Sachs - Associate (2003-2005); U.S. Senator Barbara Boxer - Policy Advisor (1999-2002)

Organizational Affiliations (professional, business, homeowner, etc.)

National Lawyers Guild of Los Angeles - Advisory Board Member

Uptown People's Law Center - Board Member

Are you generally available for daytime or nighttime Commission meetings? Yes ☒ No ☐

If no, please explain _____

Are you registered to vote in Los Angeles County?

Yes ☒ No ☐

Have you ever been convicted, fined, imprisoned, placed on probation, received a suspended sentence or forfeited bail for any offense (except non-moving traffic violations) by any court (including convictions dismissed under Penal Code Section 1203.4)?

Yes ☐ No ☒

If yes, what offense or offenses:

At the present time, do you hold any position with any public entity?

Yes ☐ No ☒

If yes, what public entity or entities and what position or positions?

A statement of duties and qualifications of the position for which you are being considered is attached. Please read the statement and write below why you are particularly suited to serve the people of the County of Los Angeles in this position. You may attach additional sheets of paper for your response (optional).

As a quick glance at my CV reveals, my entire professional career, pre- and post-law school, has been focused on achieving justice, fairness, and equality for all. These are not simply professional goals; they are lived values. What my resume may not spell out is how much I enjoy working collaboratively to problem-solve around these important goals. I take pride in my communication skills and my ability to work well with others; I have a strong work ethic, commensurate with the importance of what I do; and my care for others centers all I do.

Please indicate the names, addresses, and telephone numbers of references (Optional):

Cyn Yamashiro, [REDACTED]

The Hon. Amy J. St. Eve, U.S. Court of Appeals for the Seventh Circuit, Chicago, IL, [REDACTED]

David Pallack, [REDACTED]

Jon Loevy [REDACTED]

CONSENT AND CERTIFICATION

I have reviewed the attached description of qualifications and duties for the position. I am able to perform all duties. I am willing to serve.

I acknowledge that the County of Los Angeles may contact other entities or other persons to confirm information I have provided.

I certify that all statements and representations made in this Statement of Qualifications are true and correct.

Dated: October 26, 2020

Rachel Steinback

(Signature)

Name: Rachel Steinback
Nominee for: Probation Oversight Commission
Nominated by: Cyn Yamashiro

**ACKNOWLEDGMENT OF CONFLICT OF INTEREST
INFORMATION**

I acknowledge that I have been advised that Los Angeles County has made advance disclosure of potential Conflicts of Interest applicable to all members of commissions, committees and boards.

This means among other things, that I will disqualify myself from participation in any governmental matters in which I have an economic interest. If I have any questions regarding the propriety of my participation in such governmental matters, I will consult with the County Counsel.

I have also received a copy of applicable definitions and explanation of the requirements.

Rachel Steinback
(Signature)

October 26, 2020
(Date)

LOS ANGELES COUNTY COMMISSIONERS

COUNTY-RELATED FINANCIAL DISCLOSURE QUESTIONNAIRE

The following questionnaire requests certain information with respect to the financial and other interests that may be connected with the County or with your duties as a commissioner, committee member, or board member. In the spirit of the purposes of such disclosure, your answers should be liberally construed to disclose any interests that might be reasonably expected to be particularly affected by commission/committee/board action or to be disclosed in the public interest. Before answering any of the questions, please read the definitions listed below carefully; they are intended to further your understanding of the types of information that should be disclosed.

NOTE: The information called for in the financial disclosure questionnaire relates only to income, real property, investments, or business interests which are the subject of business transactions with the County, or which are subject to the regulation, inspection, or enforcement authority of the County or of the commission, committee or board for which you are being considered for appointment. YOU ARE NOT REQUIRED to disclose this information if such is not the case.

When describing any investment of business interest, you need only describe it sufficiently to identify it. Thus, with respect to real property, the address or other precise identification of the location would be given. With respect to ownership interests in business entities the name of the business entity and a statement of the nature of your interest (e.g., common stock, partnership interest, director, trustee, etc.) is sufficient. With respect to disclosure of remuneration, the business entity that is the source should be described, but the nature of the income (e.g., dividends, salary, etc.) need not be described.

DEFINITIONS

"Interest in real property" includes any leasehold, beneficial or ownership interest or an option to acquire such an interest in real property if the fair market value of the interest is greater than two thousand dollars (\$2,000). Interests in real property of an individual include a pro rata share of interests in real property of any business entity or trust in which the individual or his immediate family owns directly, indirectly or beneficially, a ten percent interest or greater.

"Investment" means any financial interest in or security issued by a business entity, including but not limited to common stock, preferred stock, rights, warrants, options, debt instruments and any partnership or other ownership interest, if the business entity or any parent, subsidiary or otherwise related business entity has an interest in real property in the County, or does business with the County, plans to do business with the County, or has done business with the County at any time during the last two years. No asset shall be deemed an investment unless its fair market value exceeds two thousand dollars (\$2,000). The term "investment" does not include a time or any insurance policy, interests in a diversified mutual fund registered with the Securities and Exchange Commission under the Investment Company Act of 1940 or a common trust fund which is created pursuant to Section 1564 of the Financial Code, or any bond or other debt instrument issued by any government or government agency. Investments of an individual DO include a pro rata share of investments of any business entity or trust in which the individual or his immediate family owns directly, indirectly or beneficially, a ten percent interest or greater.

"Income" means income of any nature from any source including, but not limited to, any salary, wage, advance, payment, dividend, interest, rent, capital gain, or return of capital. Income of an individual also includes a pro rata share of any income of any business entity or trust in which the individual or his immediate family owns directly, indirectly or beneficially, a ten percent interest or greater.

Name: Rachel Steinback
Nominee for: Probation Oversight Commission
Nominated by: Cyn Yamashiro

COUNTY-RELATED FINANCIAL DISCLOSURE

QUESTIONNAIRE

(For reappointments, list income since last questionnaire)

1. List all contracts entered into, bid on, or negotiated with the County or any County board, commission, or committee either as an individual or by any business in which you or your immediate family owns directly, indirectly or beneficially, a ten percent interest or greater.

N/A

2. List each source of income aggregating more than \$500 during the last 12 months derived from real property that you or your immediate family owns directly, indirectly or beneficially and is leased or rented by the County or is subject to regulation, inspection, or enforcement authority of the County or the board, commission, or committee for which you are being considered for appointment.

N/A

3. List any source of income (aggregating more than \$500 during the last 12 months) that has regular transactions with any County agency, board, committee or commission.

Los Angeles County Independent Juvenile Defender Panel (income from service as panel attorney)

Neighborhood Legal Services of Los Angeles (began employment on 9/29/20; NLSLA has contracts with Los Angeles County)

4. List all investments worth more than \$2,000 in entities in which you or your immediate family owns directly, indirectly or beneficially, a ten percent interest or greater, and provides or sells services or supplies utilized by the County or are subject to regulation, inspection, or enforcement authority of the County or of the board, commission, or committee for which you are being considered for appointment.

N/A

5. List the name of any business entity for which you were a director, officer, partner, trustee, or employee or for which you held any position of management that is the subject of any business transactions with the County or which is subject to regulation, inspection, or enforcement authority of any County agency or by the board, commission, or committee for which you are being considered for appointment.

N/A

PROBATION OVERSIGHT COMMISSION (POC) SUPPLEMENTAL

Pursuant to County Code 3.80.010, please respond to the following questions to determine if you meet the membership qualifications:

1. Are you a resident of the County of Los Angeles?

☒ Yes ☐ No

2. Are you a current employee of the County of Los Angeles?

☐ Yes ☒ No

3. Are you formally justice-system involved?

☐ Yes ☒ No

4. Are you a family member of someone who is currently or formerly justice-system involved?

☐ Yes ☒ No

5. Are you a member of the State Bar of California with juvenile or criminal justice expertise?

☒ Yes ☐ No

If yes, please provide in detail your expertise:

I have spent the entirety of my career working to ensure transparency and accountability in the criminal and juvenile justice systems, as an attorney and an advocate. My policy work in these arenas began in U.S. Senator Barbara Boxer's office, where I advised her on criminal and juvenile justice issues. During law school I participated in our Center on Wrongful Convictions and also engaged in prisoners' rights work -- passions that spawned my legal career, first as a civil rights litigator (where I worked to bring transparency and accountability to all areas of the criminal justice system) and then as a solo practitioner, where I dedicated my practice to criminal and juvenile defense while maintaining a civil rights caseload.

6. Are you a current employee of any law enforcement agency, including a police or prosecutorial agency for a government entity, or any individual who has been an employee of such an agency within the previous year?

☐ Yes ☒ No

If the answer is yes, please provide the name of the agency, and last date of employment:

7. Are you a current employee of a contractor of the County of Los Angeles who is involved in the creation of contracts for or the delivery of contracted goods or services for the Probation Department?

☐ Yes ☒ No

If the answer is yes, please provide the name of the contractor, position/title and your involvement with creating contracts, and in the delivery of goods and services for the Probation Department:

8. Do you have a background as a mental health professional, youth development expert, or experienced re-entry practitioner?

☐ Yes ☒ No

If the answer is yes, please provide additional information on your background, expertise, or experience:

9. Are you an active participant in a community organization working on adult or juvenile justice issues? Community involvement?

☒ Yes ☐ No

If the answer is yes, please list the name of the organization and expand on your community involvement:

I am an active member (and Advisory Board Member) of the National Lawyers Guild of Los Angeles. Through the NLG-LA I have volunteered extensively to support and represent various system-involved communities. Most recently, I helped launch (and have been coordinating) the NLG-LA Mass Defense Committee, a coalition of 1,000+ volunteer lawyers and 12 pro bono departments at law firms across Los Angeles dedicated to supporting the George Floyd / Black Lives Matter solidarity protesters. Through that work I have spearheaded the MDC's advocacy campaigns, coordinated protester defense (individual and en masse), and worked with coalition members and stakeholders.

Rachel Steinback

PROFESSIONAL EXPERIENCE

Neighborhood Legal Services of Los Angeles, Los Angeles, CA Sept. 2020-present
Director of Litigation and Policy

- Lead, supervise and guide impact litigation NLSLA brings on behalf of vulnerable, low-income LA County residents.
- Supervise, train and mentor the approximately 60 attorneys that work at NLSLA.
- Serve as a member of the organization's Senior Leadership Team.

Law Office of Rachel Steinback, Los Angeles, CA 2017-2020
Founder

- Managed a solo practice dedicated to civil rights litigation and criminal defense.
- Served on the L.A. County Independent Juvenile Defender Panel. Represented youth at every stage of the delinquency process.
- Representative cases:
 - *Rivera Martinez et al. v. The GEO Group, Inc. et al.* (C.D. Cal.) – Civil rights action brought on behalf of eight Central American asylum seekers subjected to abuse while at Adelanto Detention Center. Served as lead counsel, supervising a team of five attorneys. Case settled favorably for Plaintiffs on the eve of trial.
 - *People v. Jaech* (L.A. Superior Court) – Secured a dismissal in a vehicular manslaughter case.
 - *People v. L.A.* (L.A. Superior Court, Juvenile Division) – Represented a youth charged with attempted murder whose case the District Attorney was seeking to transfer to adult criminal court, where he would face a potential life sentence. After thoroughly investigating the case and enlisting three experts, negotiated a successful resolution in which the DA withdrew its transfer motion and dismissed the sentencing enhancements in exchange for a limited commitment to the CA Department of Juvenile Justice.

Loevy & Loevy, Chicago, IL & Los Angeles, CA 2009-2010; 2011-2016
Attorney

- Served as trial counsel in five federal civil rights jury trials in the U.S. District Courts for the Northern District of Illinois and the Northern District of Ohio. Performed all aspects of the trials, including opening statements and closing arguments, cross-examinations of defendants and defense witnesses, and direct examinations. Obtained several multi-million-dollar verdicts and settlements, including one of the largest wrongful conviction jury verdicts in U.S. history (\$13.2 million for plaintiff David Ayers, who spent 11.5 years wrongfully imprisoned).
- Represented civil rights plaintiffs in individual and class action lawsuits nationwide. Successfully advocated on behalf of victims of police misconduct and police brutality; innocent juveniles and adults who were wrongfully convicted; and incarcerated individuals.
- Litigated all aspects of each case: participated in intake assessments, carried out investigations, took and defended depositions, researched and drafted all court filings, consulted with experts, conducted jury trials, negotiated settlements.

The Honorable Amy J. St. Eve, U.S. District Court, N.D. Illinois 2010-2011
Law Clerk

- Researched and drafted opinions and orders for a wide variety of cases, including civil and criminal matters. Assisted with motion hearings, *Daubert* hearings, and jury trials.
- Prepared judge for designation to the 9th Circuit Court of Appeals: reviewed cases on appeal, researched and drafted bench memoranda, drafted opinions.

Davis Polk & Wardwell LLP, New York, NY & London, UK

Summer 2007; 2008-2009

Associate

- Researched areas of criminal law, civil procedure, agency law, and bankruptcy law; drafted filings in state and federal actions; performed nearly 800 hours of *pro bono* representation.
- Helped a wrongfully convicted client secure release on parole after spending 20 years in prison.
- Drafted appeal from denial of post-conviction habeas relief for death row inmate in Tennessee. Tennessee Court of Criminal Appeals granted appeal, vacated conviction and ordered a new trial.

Goldman Sachs & Co., New York, NY

2003-2005

Associate

- Managed a portfolio of investments within a \$2 billion internal hedge fund: developed investment ideas, met with management teams, and made investment recommendations; monitored legislative and regulatory initiatives to identify investment opportunities.

Office of U.S. Senator Barbara Boxer, Washington, DC

1999-2002

Legislative Assistant

- Advised the Senator on domestic social policy issues, including: civil rights, criminal justice, judicial nominations, education, health, welfare, Native American affairs, homeland security, gun control.
- Wrote floor statements, memoranda and speeches; drafted legislation; briefed the Senator before radio and television interviews; met daily with lobbyists, constituents and elected officials.

EDUCATION

Northwestern University School of Law, J.D. 2008 (*cum laude*)

- Senior Articles Editor, Journal of Criminal Law and Criminology
- Authored *The Fight for Post-Conviction DNA Testing is Not Yet Over: An Analysis of the Eight Remaining "Holdout States" and Suggestions for Strategies to Bring Vital Relief to the Wrongfully Convicted*, 98 J. Crim. L. & Criminology 329 (Fall 2007)
- 2008 Lowden-Wigmore Prize Recipient (award for work of legal scholarship)
- Judicial Extern for The Honorable Matthew F. Kennelly, U.S. District Court, Northern District of Illinois (Fall 2007)

University of Pennsylvania, B.A. Psychology 1999

ADDITIONAL RELEVANT EXPERIENCE

- Serve on the Advisory Board of the Los Angeles chapter of the National Lawyers Guild. Organize and coordinate the NLG-LA Mass Defense Committee, a coalition of 1,000+ volunteer lawyers dedicated to supporting Black lives across Los Angeles County. Created a coalition of volunteer lawyers to support and assist the sanctuary movement in LA County. (2017-present)
- Serve on the Board of the Uptown People's Law Center, a nonprofit organization dedicated to advocating for prisoners' rights and prison reform. (2014-present)
- Presented at the 2020 California Public Defender Association annual conference: "Advocating for Humane and Appropriate Conditions of Confinement." (January 2020)
- Selected to attend the 2019 Juvenile Training Immersion Program (JTIP) Summer Academy, hosted by the National Juvenile Defender Center and Georgetown Law School's Juvenile Justice Clinic. (June 2019)
- Helped organize two national conferences: The National Police Accountability Project's Conference on Representing Children & Youth in Police Misconduct Cases (March 2016) and the Youth/Police Conference at the University of Chicago Law School (April 2015).
- Represented wrongfully convicted clients in Northwestern Law School's Center on Wrongful

Convictions: reviewed case files, interviewed witnesses, drafted post-conviction legal briefs. (Fall 2006-Spring 2008)

- Successfully advocated for a C# inmate's parole before the Illinois Prisoner Review Board; inmate released by unanimous Board vote after 30 years in prison. (Fall 2007-Spring 2008)
- Traveled to Malawi with the Clinical Director of Northwestern Law School's Center for International Human Rights to initiate a Homicide Backlog Reduction Project: reviewed case files, interviewed defendants, worked with Legal Aid and the Director of Public Prosecutions to facilitate the disposition of homicide cases. (Spring 2008)
- Obtained Mediation certification from the Center for Conflict Resolution through Northwestern Law School's Mediation Practicum; mediated cases in the Circuit Court of Cook County. (Fall 2007- Spring 2008)
- Volunteered as a legal intern at the Legal and Human Rights Centre in Dar es Salaam, Tanzania: drafted a funding proposal for a campaign to end female genital mutilation; researched and drafted summaries of human rights issues; reviewed services rendered at the Centre's legal aid clinics and identified cases for impact litigation. (Summer 2006)

LANGUAGES

- Proficient in Spanish

BAR ADMISSIONS

- State of California
- State of Illinois
- State of New York
- U.S. District Courts:
 - Central District of California
 - Southern District of California
 - Central District of Illinois
 - Northern District of Illinois
 - Northern District of Indiana
 - Southern District of Indiana
 - Western District of Kentucky
 - Southern District of New York
 - Northern District of Ohio
 - Southern District of Texas

ITEM 4D:

DOCUMENTS TO BE PROVIDED LATER