



# OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

ROBERT G. LUNA, SHERIFF



August 8, 2023

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

77 August 8, 2023

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

CELIA ZAVALA  
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL TO EXECUTE AN AGREEMENT WITH CROWN JEWEL OF  
PACIFICA, LLC DBA SHERATON CERRITOS HOTEL TO HOST THE  
36th ANNUAL CONTRACT CITY MANAGER'S CONFERENCE  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board approval to host the 36th Annual Contract City Manager's Conference (Conference), which will be held on March 7, 2024, at the Sheraton Cerritos Hotel, in the city of Cerritos.

**IT IS RECOMMENDED THAT THE BOARD:**

Delegate authority to the Sheriff, or his designee, to execute an agreement with Crown Jewel of Pacifica, LLC DBA Sheraton Cerritos Hotel (Sheraton Hotel) at an estimated cost not to exceed \$60,000 for conference site rental fees, venue space usage fees, food and beverage fees, and room fees to host the Conference. The Conference is fully funded by all 42 contract cities through the Law Enforcement Consolidated Cost Model.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Board approval of the recommended action will enable the Department to execute an agreement with the Sheraton Hotel, to host the Conference to be held on March 7, 2024. The Conference is an ongoing event that takes place each fiscal year.

211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

*A Tradition of Service*  
— Since 1850 —

The Conference will be attended by various contract city officials, such as city managers, public safety directors, and Department executives. Approximately 150 attendees participate in the Conference.

The purpose of the Conference is to discuss a wide variety of law enforcement issues and strategies that affect the delivery of the Department's law enforcement services to contract cities. The Department works collaboratively with its contract cities in hosting this event.

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

The Conference relates to the County's Strategic Plan, Goal III.3 – Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, and Goal III.4, Engage and Share Information with our customers, communities, and partners by providing effective administration of the Department's Contract Cities Program.

### **FISCAL IMPACT/FINANCING**

There is no net County cost for this event. The Conference is funded by all 42 contract cities through the Consolidated Law Enforcement Cost Model. The cost of the Conference is recovered in the rates the contract cities pay for their law enforcement services and budgeted to the Department's Contract Law Enforcement Bureau. A prepayment for the deposit will be required to complete the reservation of the venue.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The 2024 Contract City Manager's Conference will be the 36th annual event, to be held on March 7, 2024. The Department is self-insured for the event.

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

The Conference has no impact on current services.

The Honorable Board of Supervisors  
August 8, 2023  
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**CONCLUSION**

Upon approval by the Board, please return the adopted Board letter to the Department's Contract Law Enforcement Bureau.

Sincerely,

A handwritten signature in blue ink that reads "R. Luna". The signature is written in a cursive style with a large initial "R" and a stylized "Luna".

ROBERT G. LUNA  
SHERIFF



# SHERATON

Cerritos Hotel

## GROUP SALES AGREEMENT

Contract Issued: June 6, 2023

This agreement (the "Agreement") is made and entered into by and between **Sunstone Hotel Properties, Inc. as agent for Crown Jewel of Pacifica, dba Sheraton Cerritos Hotel, as agent for**, (hereinafter referred to as "Hotel") and Los Angeles County Sheriffs Department (hereinafter referred to as "Group"). This Agreement will become binding on both parties only after it is signed by both parties.

### DESCRIPTION OF GROUP AND EVENT

Hotel shall provide accommodations for the following Event as pursuant to the terms and conditions of this Agreement:

Event Name: Los Angeles County Sheriff's Department

Group Contact Name: Julie Lowe  
Group Contact Phone: (213) 229-1629  
Group Contact E-Mail: jalowe@lasd.org  
Group Contact Address: 211 W. Temple Street 7th Floor  
Los Angeles CA 90012

Reference #: M-QGO6QSL

### GROUP ROOM RESERVATIONS

Hotel agrees that it will provide, and Group agrees that either Group or guests attending the Event (as specified below) will purchase, 20 room nights in the Hotel in the following pattern (the "Room Block")

Attendees

Date	Day	King/Double
03/06/2024	Wed	20

Start Date	End Date	Room Type	Rate
03/06/2024	03/07/2024	King/Double	\$187

### TAXES

The above rates do not include any applicable state or municipal taxes, fees or assessments. Group shall be responsible for any applicable taxes, fees or assessments, currently **12.2%**, the amounts of which are subject to change by applicable government agencies with or without notice. If Group is claiming tax-exempt status, then (1) Group must present all documentation required by Hotel and pay in the manner specified by Hotel and (2) Group hereby accepts all liability and agrees to indemnify Hotel for all taxes paid and all costs incurred, including attorney fees, if a taxing authority requires that Hotel remit tax for the room nights covered by this Agreement.

### CUT-OFF DATE

After 02/16/2024 (the "Cutoff Date"), Hotel shall be permitted to release, for sale to the general public or to other groups, any room nights in the Room Block that have not been reserved as provided in this Agreement. Hotel will continue to accept reservations from Group's attendees after that date at the prevailing room rate, subject to availability. The release of room nights after the Cutoff Date shall not release Group from any liability for Sleeping Room Performance as provided in this Agreement.

### COMMISSION

All rates are non-commissionable.

### RESERVATIONS

Group must submit a room list to Hotel **02/14/2024** (the "Cutoff Date"). This list must indicate the name and "sharewiths" of each guest, the types of sleeping rooms desired (single, double) and the arrival and departure dates.

Room type preference (King or Double/Double) is required to accept each reservation. This information assists the Hotel in assigning the appropriate rooms for your guests. While these preferences are requests and not guarantees, every effort will be made to honor all guests' requests.

**SLEEPING ROOM PAYMENT**

A master account will be established for all guest rooms and tax.

Incidental expenses of Group members will be the responsibility of EACH GUEST If Group is responsible for incidental expenses, all such expenses will either be estimated or pre-paid as set forth above, or shall be billed to the Master Account. If the individual guests are to be responsible for incidental expenses, the guest will be expected to leave a valid credit card deposit in the amount of \$25.00 with the hotel at the time of check-in. It will be Group's responsibility to inform its members of this requirement.

**SLEEPING ROOM PERFORMANCE**

Group acknowledges that if it holds the Event, but Group and/or guests attending the Event do not purchase the full amount of the Room Block, then Hotel will be harmed. Group also acknowledges that the actual amount of Hotel's damages from sale of less than the full amount of the Room Block would be difficult to calculate. Therefore, the parties agree that if the Event is held, but less than eighty percent (80%) of the Total Guestroom Revenue identified in the table above is generated, then Group shall pay Hotel, as liquidated damages and not as a penalty, an amount equal to the difference between the immediately aforementioned percentage of the Total Guestroom Revenue and the actual guestroom revenue generated during the Event, plus any applicable taxes (the "Sleeping Room Performance Fee"). Any Sleeping Room Performance Fee will be added to the Master Account.

**FUNCTION ROOM AND CATERING SERVICES**

Hotel shall make the following reservations of meeting spaces for group functions during the Event ("Functions"):

Date	Day	Start Time	End Time	Function Type	Setup	# People	Rental	Related Events
03/07/2024	Thur	7:00am	8:00am	Breakfast	Crescent Rounds	150	Waived with	Lakewood/Cypress
03/07/2024	Thur	8:00am	5:00pm	Meeting	Crescent Rounds	150	\$10,750.00++	Lakewood/Cypress
03/07/2024	Thur	12:00pm	1:00pm	Lunch	Crescent Rounds	150	F&B min	Lakewood/Cypress
03/07/2024	Thur	8:00am	5:00pm	Breakout Room	Theatre	40	\$750++	Artesia
03/07/2024	Thur	8:00am	5:00pm	Breakout Room	Theatre	40		La Palma
03/0272024	Thur	8:00am	5:00pm	Breakout Room	Theatre	40	\$500++	Crystal B
03/07/2024	Thur	8:00am	5:00pm	Breakout Room	Theatre	40		Crystal C
03/07/2024	Thur	8:00am	5:00pm	Speaker Room	Special	10	Complimentary	Emerald

Hotel reserves the right to assign and change specific Function space at its discretion. Group must obtain final approval from Hotel before publishing function room names.

**FUNCTION ROOM SET-UP AND OPERATION**

Group must obtain advance written approval from Hotel before Group, or any independent contractor of Group, may set up its own equipment, displays or facilities for any Function. Group and/or any such contractor shall coordinate all such deliveries/set ups with sufficient advance notice to Hotel. Group will be responsible and shall indemnify Hotel for any damage that Group, or its employees, agents or contractors, causes to persons or property within Hotel arising out of or related to any property brought to Hotel's premises by Group or any contractor of Group or by setup or operation of any equipment, facilities or displays on the premises of Hotel by Group or any independent contractor of Group.

If there are extensive function room set-ups or elaborate staging, Hotel may charge additional set-up fees. If equipment is necessary that exceeds Hotel's inventory, then Group agrees to pay for the cost of renting the additional equipment. If any rigging is required, it must be arranged through the Hotel and Group shall be responsible for all rigging costs.

**PROTECTIVE PROTOCOL EVENT CLAUSE**

One of the Hotel's top priorities is to ensure the wellbeing of our guests and associates. The hotel will act in accordance with state and local directives to ensure everyone's health and safety. Accordingly, the Hotel has carried out extensive training and implemented protocols designed by {the brand} and management for all associates relative to cleaning programs, guest interactions and the requirement that personal protective equipment be used at all times. Group Event coordinators and Group attendees/guests agree to follow all current guidelines and regulations, including wearing face coverings and practicing social distancing at all times that they are on hotel property. The Hotel reserves the right to remove associates from the servicing of your event, should these requirements not be followed. Should the Group or any attendees breach this clause, the Hotel may terminate the Event immediately without any liability or penalty. Group agrees to indemnify Hotel, the owner of the premises, and the management company hired by the owner of the premises, for any fines, liabilities, penalties, costs, including attorney's fees, assessed against the Hotel as a result of Group or Group's attendees breach of this clause.

\_\_\_\_\_ Group Acknowledgement (please initial)

### **OUTSIDE CONTRACTORS**

If Group intends to use the services of any contractor unaffiliated with Hotel to provide any services within the Hotel's premises before, during or after the Event (including, without limitation, security companies, decorators, florists and audio-visual service providers), Group shall provide written notice to Hotel at least 30 days before the Arrival Date identifying the contractor(s), and the contractor(s) shall not be allowed onto the premises of the Hotel without Hotel's advance written consent. If Hotel is required under any collective bargaining agreement, requirements contract or any other contract to incur any expense if a particular service provider or set of employees does not perform services that Group wishes to perform itself or to have performed by an outside contractor, then Group shall be responsible for these expenses, which shall be added to the Master Account. Hotel may require a representative any outside contractor invited to Hotel by Group to sign a release and indemnification of Hotel, in a form provided by Hotel and to provide evidence of insurance reasonably acceptable to Hotel. Hotel will provide Group a copy of its standard form for this purpose upon request.

### **EXHIBITORS**

a. If one or more exhibitors that are not owned or operated by Group (each an "Exhibitor") will be displaying Exhibits (defined below) on the premises of the Hotel during the Event, then Hotel may require a representative of each Exhibitor to sign a release and indemnification of Hotel, in a form provided by Hotel. Hotel will provide Group a copy of its standard form for this purpose upon request. Upon request by Hotel, on any Cutoff Date, on the Arrival Date and promptly at the end of the Event, Group shall provide Hotel a current list of all Exhibitors. The layout of all function spaces for Exhibits shall be determined by Hotel in consultation with Group. Group shall be solely responsible for assigning particular Exhibit spaces to particular Exhibits. However, if requested by Hotel, Group shall provide Hotel advance written notice of these assignments.

### **AFFILIATED GROUPS**

The parties acknowledge that there may be persons or groups attending the Event who may wish to schedule additional meetings before, during or after the Event ("Affiliated Groups"). Any Affiliated Groups will be expected to pay for the use of function space requested at the Hotel's published rates. The function space identified above is solely for use by Group and may not be resold or assigned by Group to any other person or entity without the advance written consent of Hotel. Any purchase of food and beverages and booking of sleeping rooms by any Affiliated Group shall not be credited toward Group's fulfillment of its obligations under this Agreement.

### **FUNCTION ROOM USAGE FEES**

For each Function, Hotel will charge Group the Function Room Usage Fee identified above. Function Room Usage Fees are subject to all applicable local and state taxes. If Group seeks to modify the Room Block or the size or number of Functions, Hotel reserves the right to increase the Function Room Usage Fees. [If this option is used, the "Function Room Usage Fee" column in the above table should be filled out. If not, the column should be deleted.]

### **ADDITIONAL FOOD AND BEVERAGE POLICIES**

Unless otherwise agreed by the parties in advance and in writing, all food and beverage served on the premises of Hotel must be supplied and prepared by Hotel. In addition, no remaining food or beverage shall be removed from the premises of the Hotel. At the conclusion of any Function, such food and beverage shall become the property of Hotel.

Menu prices will be confirmed no later than **01/03/2024**. Food and Beverage prices shall be quoted exclusive of any applicable taxes and Administrative Charges. Group shall be responsible for all such taxes. Group must submit final menu selections to Hotel no later than **02/16/2024** (the "Menu Deadline").

The House Charges do not constitute a gratuity or tip for Hotel staff. No portion of the Administrative Charges will be distributed to Hotel staff who provide services during the Event. Group will have the option, when providing the final Event payment, to add gratuity that will be distributed to the Hotel staff that provided services during the Event. Group or Group's Attendees may also provide gratuities to Hotel staff during the Event.

If Group fails to respond, by the Menu Deadline, to any menu proposals submitted by Hotel to Group for any Function, then Hotel may (a) deem as approved by Group any menu proposals it has submitted to Group or, (b) if Hotel has not submitted any such proposals, make its own selections. Other than specifically stated in the approved menu or otherwise agreed in a separate writing signed by Group and an authorized representative of Hotel, Hotel will not be responsible for any specific dietary requests or requirements.

Group must notify Hotel of the final attendance count for each Function no later than noon of the Menu Deadline. Hotel shall be prepared to serve 5% percent attendees than the final count for any Function. If Group fails to notify Hotel of the final attendance count for an Event by the Menu Deadline, the final attendance count shall be deemed to be the number designated for such Function in this Agreement. Group shall have no discretion to reduce the final attendance count for any Function after the Menu Deadline, and will be charged based on the final attendance count irrespective of the number of people who actually attend the Function.

If Hotel, at its discretion, presents a copy of the Master Account to an Authorized Representative of Group during the Event, the Authorized Representative shall review the Master Account before the end of the Event, and shall sign the Master Account if all charges therein are consistent with this Agreement and otherwise acceptable. Any such presentation or acceptance of the Master Account shall not prohibit Hotel from making later adjustments to the Master Account if such adjustments are consistent with this Agreement.

**FUNCTION AND OTHER EVENT-RELATED CHARGES**

Group will be responsible for all other charges incurred pursuant to this Agreement, including (without limitation) any Function Room Usage Fees, audio visual charges, fees for food and beverage at Functions. All such charges shall be billed to Group's Master Account will and be subject to applicable sales tax and Administrative Charges.

**FOOD AND BEVERAGE PERFORMANCE**

The rates and concessions contained in this Agreement are based in part on the booked or anticipated Functions, and the Total Anticipated Food and Beverage Revenue identified above. Group acknowledges that if it holds the Event, but does not generate the Total Anticipated Food and Beverage Revenue (whether due to cancellation of Functions, reduced attendance of such Functions or otherwise), then Hotel will be harmed, and that the precise amount of such harm would be difficult to calculate. Therefore, the parties agree that if the Event is held, but less than \$8,500 Dollars (the "Food and Beverage Minimum") is generated from sales of food and beverages at Functions, not including any, tips, tax, audio-visual, parking or any other miscellaneous charges, and also not including any revenue from individual sales of food and beverage ordered by guests attending the Event, outside of Functions (the "Food and Beverage Revenue"), then Group shall pay Hotel, as liquidated damages and not as a penalty, an amount equal to the difference between the Food and Beverage Minimum and the actual Food and Beverage Revenue generated during the Event (the "Food and Beverage Performance Fee"). Any Food and Beverage Performance Fee will be added to the Master Account. In addition to any Food and Beverage Performance Fee, Group shall be responsible for any amount of the Function Room Usage Fee required above. The Food and Beverage Performance Fee [and the Function Room Usage Fees] shall be added to the Master Account.

**GROUP'S MASTER ACCOUNT**

The term "Master Account" means a running invoice that includes all amounts payable by Group to Hotel under any provision of this Agreement. At least forty-five (45) days before the Arrival Date, Group will identify to Hotel, in writing, at least one representative of Group who will be present on the premises of Hotel throughout the Event (each an "Authorized Representative"). Group hereby authorizes each Authorized Representative to incur charges to the Master Account, for example by signing banquet event orders. The following individual(s), whether or not they are present at the Event, shall have authority to incur charges to the Master Account: \_\_\_\_\_.

**METHOD OF PAYMENT**

The method of payment of the Master Account will be established upon approval of Los Angeles County Sheriffs Department credit. If credit is approved, the outstanding balance of Los Angeles County Sheriffs Department Master Account (less any advance deposits and exclusive of disputed charges) will be due and payable upon receipt of invoice.

Los Angeles County Sheriffs Department will raise any disputed charge(s) within 10 days after receipt of the invoice. The Hotel will work with Los Angeles County Sheriffs Department in resolving any such disputed charges, the payment of which will be due upon receipt of invoice after resolution of the dispute. If payment of any invoice is not received within thirty (30) days of the date on which it was due, Hotel will impose a finance charge at the rate of the lesser of 1-1/2% per month (18% annual rate) or the maximum allowed by law on the unpaid balance commencing on the invoice date.

Los Angeles County Sheriffs Department has indicated that it has elected to use the following form of payment:

- Cash, money order, or other guaranteed form of payment
- Credit card (We accept all major credit cards)
- Company check or Electronic Funds Transfer[
- \_\_\_\_\_[agreed alternative]

Los Angeles County Sheriffs Department may not change this form of payment.

In the event that credit is not approved, Los Angeles County Sheriffs Department agrees to pay an advance deposit in an amount to be determined by the Hotel in its reasonable discretion.

A secured online credit card authorization form will be provided via email for the client to complete. This form must be completed along with the signed agreement.

**BILLING ARRANGEMENTS**

The following billing arrangements apply: All Charges to Master

**DEPOSIT SCHEDULE**

Date	Amount Due
November 20, 2023	\$9,000.00
(April 6, 2024 on or before) 30 days	Remaining Balance

Group will make an advance payment to Hotel in the amount of **\$9,000.00** Dollars (the “Deposit”). The full amount of the Deposit shall be no later than **1/03/2024**. Hotel will credit the Deposit against the Master Account. Hotel will return any unused portion of the Deposit to Group no later than thirty (30) days after the Event or application of any Cancellation Fee, as applicable. Hotel may cancel the Event and terminate the Agreement immediately and without liability if Group fails to make any Deposit payment required by this Agreement. Hotel reserves the right to invoice Group for any amount by which the Master Account exceeds the total of any Deposit made by Group.

**OUTSTANDING BALANCE**

Any outstanding balance of the Master Account will be due and payable by Group upon receipt of an invoice from Hotel. If payment is not received within thirty (30) days, a finance charge equal to the lesser of one and one half percent (1-1/2%) per month (18% Annual Rate) and the maximum allowed by law will be added to the unpaid balance commencing on the invoice date. Any payment by Group or acceptance by Hotel of an amount less than any amount due by Group shall be deemed solely as a partial payment of the full amount due. No endorsement or statement on any check or any letter accompanying any payment shall be deemed an accord and satisfaction, and Hotel may accept such check or payment without prejudice to Hotel’s right to recover the balance of all amounts due or pursue any other remedies available to Hotel under this Agreement or in law or in equity.

**CANCELLATION**

The following table contains an estimate (which the parties acknowledge and agree is reasonable) of the revenue to be generated from this Event. The table itself is not intended to warrant that the Event will generate these amounts of revenue. Neither is the table intended to prevent Hotel from generating more than these amounts of revenue from the Event.

Summary of Revenue Anticipated by Hotel from the Event

Summary of Revenue Anticipated by Hotel from the Event	
Total Anticipated Sleeping Room Revenue	\$3,750.00
Total Anticipated Food and Beverage Revenue	\$10,750.00
Anticipated Function Room Usage Fees	\$1,250.00
Total Anticipated Event Revenue**	\$15,750.00
**This figure does not include gratuities, taxes or fees for services by any authorized outside vendors.	

Group acknowledges that if it cancels or otherwise substantially abandons the Event (a “Cancellation”), Hotel will be harmed. Group further acknowledges that the later Group notifies Hotel of a Cancellation, the more harm Hotel will likely incur, because Hotel will have less time to mitigate its damages by marketing the sleeping room nights and function rooms to other customers and individual guests. Group also acknowledges that the actual amount of Hotel’s damages from any Cancellation would be difficult to calculate. Therefore, the parties agree that if a Cancellation should occur for any reason (including Group’s relocation of the Event to another hotel or resort), then Group shall pay Hotel, as liquidated damages and not as a penalty, the applicable amount identified below, plus any applicable taxes (a “Cancellation Fee”).

Date of Written Cancellation Notice Amount of Cancellation Fee

Notice of Cancellation Received	% of cancellation charge	Revenue
From signing date to November 2, 2023	25	\$3,937.50
November 3, 2023-January 2, 2024	50	\$3,937.50
January 3, 2024 to arrival date	100	\$15,750.00

Group must provide Hotel any notice of a Cancellation in writing. If Group does not provide written notice of any Cancellation, then Hotel may assess any higher Cancellation Fee owed under the above schedule at the time it receives written confirmation of the Cancellation or the highest amount identified above if it receives no written confirmation. The parties agree that the amounts in the above schedule are based on reasonable estimates of Hotel’s harm from Cancellation. Any Cancellation Fee will be added to the Master Account. Any Cancellation Fee shall be due and payable immediately upon Cancellation.

**FORCE MAJUERE**

Either party may cancel the Event without liability to the other party upon the occurrence of any event or circumstance beyond the control of such party, including acts of God, declared war in the United States, acts of terrorism in the city where the Hotel premises is located, government regulations, disaster, strikes or civil disorder, to the extent that such event or circumstance makes it illegal or impossible Hotel to provide, or for groups in general to use, the premises of Hotel. The Event cannot be cancelled under this section because of general economic conditions, including (without limitation) any recession or governmental budget cut. Either party that wishes to cancel the Event pursuant to this section must provide written notice to the other party identifying the event or circumstance that is the basis for such cancellation as soon as practicable after learning about such event or circumstance. If the Event is duly cancelled under this Section, then Hotel shall, within thirty (30) days after such cancellation, refund any deposits made by Group.



### **SIGNS AND DISPLAYS/ USE OF HOTEL'S NAME**

Group shall not display signs in Hotel or use the name or logo of the Hotel or any franchisor of Hotel in any promotional materials without prior written approval of the General Manager of the Hotel. Group further agrees that no sign, banner or display shall be affixed to any part of the Hotel without the prior written consent of Hotel. Group will be responsible for the cost of repairing any damages caused to the walls, fixtures or carpet caused by any such sign, banner or display.

### **SECURITY**

Hotel may, in its sole and absolute discretion, require additional security procedures, at Group's sole expense, because of the size or nature of the Event or any Function. These procedures may include the assignment by Hotel of additional security personnel employed by Hotel or Hotel's independent contractor (which may be the local police department). Hotel may allow Group to retain an outside security service provider that is approved in writing by Hotel prior to the Event or the applicable Function. If Group hires an outside security service provider, Group must provide Hotel with a copy of its agreement with the service provider, which shall indemnify Hotel, its owner, its management company and their respective parents, subsidiaries and affiliates, and all of their respective owners, members, partners, directors, officers, employees, representatives and agents, from and against any liabilities related to the security services. Under no circumstances shall any armed security personnel be permitted onto the premises of Hotel without Hotel's advanced written approval, which Hotel may withhold in its sole and absolute discretion.

### **SHIPPING AND PACKAGES**

If Group will be shipping packages to Hotel, Group must notify Hotel at least one week in advance. Each package sent to Hotel must include the name of Group, the Arrival Date and the number of items contained in the package. Each package should arrive no earlier than three (3) days before the Arrival Date. Hotel reserves the right to add storage fees to the Master Account for any packages that arrive earlier. Hotel shall have no liability for the delivery, security or condition of the packages.

### **NOTICES**

All notices, offers, acceptances, requests and other communications hereunder shall be in writing and shall be deemed sufficient if hand delivered (against receipt) or sent by a commercially recognized express delivery service (e.g. FedEx or UPS), or certified or registered U.S. Mail, postage prepaid, to the Group Contact, at the address for the Group Contact, both identified on the first page of this Agreement; or, if to Hotel, to the street address of the Hotel premises to the attention of its General Manager, with a copy to Interstate Hotels & Resorts, Inc., 4501 N. Fairfax Drive, Suite 500, Arlington, VA 22203, Attn: General Counsel. Hotel may change Hotel's designated contact at any time upon notice. Hotel will not be bound by any notice unless delivered to Hotel in the manner specified herein.

### **DAMAGE TO HOTEL PREMISES**

To the fullest extent permitted by law, Group assumes full responsibility for any damage done to the Hotel during your Event or any setup for the Event or disassembly after the Event, to the extent that such damage is caused by Group, its employees, guests, agents, or contractors (other than Hotel and its subcontractors), including any damage resulting from the installation, placement, and removal of Group's displays, equipment, exhibits, or other items.

### **INDEMNIFICATION**

Group shall indemnify, defend and hold harmless Hotel, its owner, its management company, their respective affiliates and all of their respective officers, directors, partners, members and employees from and against all demands, suits, judgments, settlements, claims, damages to persons and/or property, fines, liens, losses and other liabilities, including reasonable attorneys' fees (collectively "Claims") arising out of related the negligence or intentional misconduct of Group, its contractors or exhibitors, or their respective employees, agents, contractors or attendees. Group does not waive, by reason of this section, any defense that it may have with respect to such Claims.

### **DISTURBANCES**

Group agrees that its use of assigned Function spaces will not create any unreasonable disturbance to other guests or meetings, such as excessive noise, smoke, fog or offensive smells. Neither Group nor its contractors will use such features without advance approval of Hotel.

### **ADDITIONAL REMEDIES**

If this Agreement is one of a group of (any two or more) agreements between Hotel and Group and/or any of Group's affiliates for Hotel to host events, then Hotel reserves the right to terminate this Agreement and/or other agreement(s), without liability to Hotel, if (a) Group (or, if applicable, its affiliate) fails to timely pay any amounts due and owing under, or commits any other material breach of its obligations under, this Agreement or any of the other agreements; or (b) Group, its affiliate or any of their respective employees, agents or contractors causes damage or disruption to the Hotel's premises, operations, guests or reputation. Notice of any such termination by the Hotel shall be made to Group in writing. If Hotel cancels the Event pursuant to this section, Group shall be responsible for the applicable Cancellation Fee as if Group cancelled the Event. If, pursuant to this section, Hotel cancels any other event(s) it had booked for Group or one or more affiliates of Group, then Group shall be responsible for any applicable cancellation fee(s) provided for under the applicable agreement(s).

**GROUP'S PROPERTY**

Group agrees Hotel will not be responsible for the safe-keeping of equipment, supplies, written material or other valuable items left in meeting rooms, sleeping rooms or anywhere on Hotel's premises. Group is responsible for securing any such aforementioned items and hereby assumes responsibility for loss thereof. Group may not rely on any verbal or written assurances provided by Hotel staff, other than as provided in this Agreement. Property of Group is the sole responsibility of Group and/or its owner. Group warrants that it has procured sufficient insurance to cover the loss of such property and waives any claims under Hotel's insurance policy for the loss of Group's property or the property of any of its attendees or invitees.

**CHOICE OF LAW**

This Agreement will be interpreted in accordance with the laws of the state in which Hotel premises is located, without giving effect to any conflict-of-law principles thereof that would result in application the laws of any other state.

**DISPUTE RESOLUTION**

The parties shall exercise commercially reasonable efforts to informally and timely resolve any dispute arising under or related to this Agreement before commencing litigation, unless the litigation seeks emergency injunctive relief.

Any action between the parties arising out of or related to this Agreement shall be filed solely in the United States District Court for the district in which the premises of Hotel is located or, if subject matter jurisdiction in that court is lacking, in a state court in whose jurisdiction Hotel is located. Each of the parties hereby consents to the personal jurisdiction of these courts and venue of any such action in these courts, and hereby waives any objection based on the doctrine of *forum non conveniens* to any such action being adjudicated by any such court.

If any action by either party against the other to enforce its rights under this Agreement, including (without limitation) any litigation and/or other efforts to collect any payments due under this Agreement, the non-prevailing party shall be responsible for the prevailing party's costs related to such action, including (without limitation) reasonable attorneys' fees and expenses, collection costs and pre- and post-judgment interest.

THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND MUTUALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY CIVIL ACTION BASED ON, ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, THE EVENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (VERBAL OR WRITTEN) OR ACTIONS BY THE PARTIES.

**MARRIOTT BONVOY EVENTS**

Marriott Bonvoy Events provides Points or Miles to eligible Marriott Bonvoy Members who book and hold qualifying meetings and events at Participating Properties.

Approximately ten (10) business days after the conclusion of the Event (provided that the Event is not cancelled and Los Angeles County Sheriffs Department has otherwise complied with the material terms and conditions of this Agreement), the Hotel will award Points or Miles to the Member and relevant account identified below. By inserting the airline frequent flyer account information, the recipient elects to receive Miles instead of Points.

Marriott Bonvoy Events is not available in certain circumstances, including (1) for any government employee or official booking a government event (U.S. government event or non-U.S. government event); (2) for any employee of a state-owned or state-controlled entity ("SOE") booking an event on behalf of the SOE; or (3) for any other planner or intermediary when booking an event on behalf of a non-U.S. governmental entity or SOE. Hotels in the Asia Pacific region are restricted from awarding Points or Miles to any intermediary booking an event on behalf of any governmental entity or SOE.

**GROUP MUST CHECK ONE OPTION BELOW:**

The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) is eligible to receive Points or Miles.

Member Name \_\_\_\_\_  
Marriott Bonvoy Membership Number \_\_\_\_\_

\*If Miles are desired instead of Points, please also provide:

Participating airline name \_\_\_\_\_  
Participating airline frequent flyer account number \_\_\_\_\_

OR

The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) declines or is not eligible to receive Points or Miles and hereby waives the right to receive Points or Miles in connection with the Event.

The individual identified above to receive either Points or Miles may not be changed without such individual's prior written consent. The number of Points or Miles to be awarded shall be determined pursuant to the Marriott Bonvoy Terms and

Conditions (the “Terms and Conditions”), as in effect at the time of award. All Marriott Bonvoy Terms and Conditions apply. The Terms and Conditions are available on-line at <https://www.marriott.com/loyalty/terms/default.mi> and may be changed at the sole discretion of Marriott International, Inc. at any time and without notice. Capitalized terms used in this section have the meanings given to them in the Terms and Conditions.

**ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties with respect to the Event and supersedes any previous agreements, communications, representations or agreements, whether written or oral. Any modifications, additions or corrective lining out made on this Agreement will not be binding unless such modifications have been signed or initialed by both parties. Any amendments to this Agreement must be made in writing and signed by authorized representative of each party. For the avoidance of doubt, this section shall not prevent Group from ordering particular or additional services from Hotel through a banquet event order or other document signed by an Authorized Representative.

**NO ASSIGNMENT**

Neither party may assign or transfer this Agreement or any of its rights (other than rights to receive payments) or obligations hereunder without the written consent of other party, unless the assignment is to an affiliate of the assigning party pursuant to an internal reorganization or acquisition of the assigning party, or the assignment is made to an entity that acquires all or substantially all of the assigning party’s assets. Any attempted assignment or transfer by Group without such consent may, at the option of Hotel, be deemed to be a Cancellation, in which case Group shall be liable for a Cancellation Fee set forth herein.

**MISCELLANEOUS**

Each person signing this Agreement warrants that he or she is authorized to bind the party for which he or she is signing. Any provision of this Agreement that is deemed unenforceable shall be ineffective to the extent of such unenforceability without invalidating or rendering the remainder of this Agreement invalid. Each party shall execute such other and further documents as may be necessary to carry out the intention as well as to comply with the provisions of this Agreement. The failure of either party to insist, at any time, on strict performance of any terms or conditions of this Agreement, or to exercise any option, right or remedy contained in this Agreement, shall not be construed as a waiver or as a relinquishment for the future of such term, condition, option, right or remedy. No waiver by either party of any term or condition hereof shall be deemed to have been made unless expressed in writing and signed by such party.

**ACCEPTANCE**

When presented by the Hotel to Los Angeles County Sheriffs Department, this document is an invitation by the Hotel to Group to make an offer. Upon signature by Los Angeles County Sheriffs Department, this document will be an offer by Group. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies Group at any time prior to Group’s execution of this document, the outlined format and dates will be held by the Hotel for Los Angeles County Sheriffs Department on a first-option basis until **August 15, 2023**. If Group cannot make a commitment prior to that date, this invitation to offer will revert to a second-option basis or, at the Hotel’s option, the arrangements will be released, in which case neither party will have any further obligations.

Upon signature by both parties, Los Angeles County Sheriffs Department and the Hotel shall have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below.

**SIGNATURES**

Approved and authorized by Los Angeles County Sheriffs Department:

Name: (Print) \_\_\_\_\_  
Title: (Print) \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved and authorized by Hotel:

Name: (Print) Irene Fitting  
Title: (Print) Director of Catering  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_