



ELIZABETH BUENROSTRO GINSBERG
TREASURER AND TAX COLLECTOR

**COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR**

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Board of Supervisors

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August 06, 2024

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

The Honorable Board of Directors
Los Angeles County Public Works
Financing Authority
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

112 August 6, 2024

EDWARD YEN
EXECUTIVE OFFICER

**ISSUANCE AND SALE OF
LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY
LEASE REVENUE BONDS, 2024 SERIES H
(ALL DISTRICTS) (4 VOTES)**

SUBJECT

The Treasurer and Tax Collector (the “Treasurer”) is requesting authorization to issue the Los Angeles County Public Works Financing Authority (the “Authority”) Lease Revenue Bonds, 2024 Series H (the “2024 Series H Bonds”), in an aggregate principal amount not to exceed \$650 million. Proceeds from the sale of the 2024 Series H Bonds will be used to finance the construction of Phase I of the Harbor-UCLA Medical Center Replacement Project, which includes a Support Services Building, Parking Structure, Regional Laboratory Building, Outpatient/Support Building and Central Utility Plant (collectively, the “Phase I Projects”), repay certain outstanding lease revenue obligation commercial paper notes (the “Commercial Paper Notes”) issued to finance the Phase 1 Projects, and to refund the Authority’s Lease Revenue Bonds (Multiple Capital Projects), 2015 Series A (the “2015 Series A Bonds”).

IT IS RECOMMENDED THAT THE BOARD:

1. Adopt the resolution authorizing: a) the issuance and sale of the 2024 Series H Bonds on a tax-exempt basis with a not to exceed par amount of \$650 million to finance the construction of the Phase I Projects, repay certain outstanding Commercial Paper Notes, and refund the 2015 Series A Bonds; and b) the execution and delivery of various legal documents that are required to issue the 2024 Series H Bonds and complete the proposed transaction.

2. Ratify the public hearing related to the issuance of the 2024 Series H Bonds held by the Treasurer on July 30, 2024, in accordance with Section 6586.5 of the California Government Code.

IT IS RECOMMENDED THAT THE BOARD, ACTING AS THE BOARD OF DIRECTORS OF THE LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY:

1. Adopt the resolution authorizing: a) the issuance and sale of the 2024 Series H Bonds on a tax-exempt basis with a not to exceed par amount of \$650 million to finance the Phase I Projects, repay certain outstanding Commercial Paper Notes, and refund the 2015 Series A Bonds; and b) the execution and delivery of various legal documents required to issue the 2024 Series H Bonds and complete the proposed transaction.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the above recommendations will authorize the issuance of the 2024 Series H Bonds, and the execution and delivery of all related documents. The proceeds from the sale of the 2024 Series H Bonds will be used to finance the construction of the Phase I Projects for the Harbor UCLA Medical Center Replacement Project, including the repayment of certain outstanding Commercial Paper Notes issued to finance the Phase 1 Projects, and generate significant savings in debt service costs by refunding the currently outstanding 2015 Series A Bonds.

Phase I – Harbor UCLA Medical Center Replacement Project

Phase I of the Harbor-UCLA Medical Center Replacement Project consists of five components which include: a 24,000 square-foot two story Support Services Building, a 450,000-square-foot, 7-story above-grade Parking Structure with 1500 stalls, a Regional Laboratory Building, a 400,000 square-foot Outpatient/Support Building, and a 20,000-square-foot Central Utility Plant.

Harbor-UCLA Medical Center Replacement Project	
Phase I Project Components	Project Component Cost
Support Services Building	\$54,260,181
Parking Structure	\$82,698,632
Regional Laboratory Building	\$49,032,590
Outpatient/Support Building	\$547,706,300
Central Utility Plant	\$61,588,432
Total	\$795,286,135

Implementation of Strategic Plan Goals

The recommended action supports North Star 3: Realize tomorrow’s government today; Focus Area Goals – Flexible and Efficient Infrastructure, and Internal Controls and Processes; Strategies – Modernize Infrastructure, and Manage and Maximize County Assets.

FISCAL IMPACT/FINANCING

Based on current market conditions, the issuance of the 2024 Series H Bonds is expected to generate approximately \$653.0 million in total proceeds that will be used to finance \$519.0 million of remaining costs in connection with the Phase I Projects, \$131.7 million to fully refund the 2015 Series A Bonds, and an additional \$2.3 million to pay the costs of issuance for this transaction.

Of the \$519.0 million in bond proceeds allocated to the Phase I Projects, approximately \$86.0 million will be used to refinance Commercial Paper Notes that were issued as the initial financing vehicle for the Phase I Projects and expected to be outstanding at the time of issuance of the 2024 Series H Bonds, with \$433.0 million used to finance the remaining costs of the Phase I Projects. As an additional funding component, the County has used approximately \$277.0 million of cash resources to refund previously outstanding short-term Commercial Paper Notes that were issued as the initial financing vehicle for the Phase I Projects. The refunding of the 2015 Series A Bonds is expected to generate \$17.4 million of net present value savings, or 13.4% of the refunded bonds.

The Treasurer is recommending that the 2024 Series H Bonds be structured with level debt service payments over a 30-year amortization period. Based on the County's strong credit profile and current market conditions, the proposed structure will result in average annual debt service payments of approximately \$36.1 million, and total debt service of approximately \$1.09 billion over the 30-year term.

The Resolution being presented to your Board requires the 2024 Series H Bonds to be issued at a true interest cost not to exceed 6.0%. Based on current market conditions, the actual borrowing costs should be significantly lower and result in a true interest cost to the County of approximately 4.02% for the 2024 Series H Bonds. The actual interest cost and debt service payments for the 2024 Series H Bonds, and the savings to the County from the refunding of the 2015 Series A Bonds will depend on market conditions at the time of sale.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The 2024 Series H Bonds will be issued pursuant to the Marks-Roos Local Bond Pooling Act of 1985, constituting Section 6584 et seq. of the California Government Code. The County intends to issue the 2024 Series H Bonds through the Authority using a standard lease revenue structure. Under this structure, the County will lease pledged assets to the Authority through a lease agreement, and the Authority will lease the same pledged assets back to the County through a sublease agreement. The 2024 Series H Bonds will be secured by annual base rental payments from the County to the Authority, which are subject to annual appropriation by your Board. The base rental payments to pay the annual debt service are allocated to the departments that use the financed assets in proportion to the costs being financed.

The 2024 Series H Bonds will be issued pursuant to the 2015 Master Indenture and Master Lease structure established in February 2015 by and between the County and the Authority in connection with the issuance of the 2015 Series A Bonds. The Master Indenture and Master Lease were first amended in August 2015 in connection with the issuance of the 2015 Series B and Series C Lease Revenue Refunding Bonds (the "2015 Series B and Series C Refunding Bonds"), and subsequently amended in March 2016 to support the issuance of the 2016 Series D Lease Revenue Bonds (the "2016 Series D Bonds"), in August 2019 to support the issuance of the 2019 Series E Lease Revenue Bonds (the "2019 Series E Bonds"), and in October 2021 to support the issuance of the

2021 Series F Bonds Lease Revenue Bonds (the “2021 Series F Bonds”) and the 2022 Series G Lease Revenue Refunding Bonds (the “2022 Series G Refunding Bonds”). To facilitate the issuance of the 2024 Series H Bonds, the County will execute amendments to the Master Indenture, Master Site Lease and Master Sublease and execute various other financing documents related to the financing.

The amendments to the Master Site Lease and Master Sublease will allow the County to secure the repayment of the 2015 Series A Bonds, 2015 Series B and Series C Refunding Bonds, 2016 Series D Bonds, 2019 Series E Bonds, 2021 Series F Bonds and 2022 Series G Refunding Bonds (collectively, the “Prior Bonds”), and the 2024 Series H Bonds. The nine County real estate assets listed below are currently pledged as collateral to secure the repayment of the Prior Bonds under the Master Lease:

- Civic Center Heating & Refrigeration Plant
- Internal Services Department Headquarters
- Manhattan Beach Library
- Zev Yaroslavsky Family Support Center
- Lost Hills Sheriff Station
- LAX Courthouse
- Chatsworth Courthouse
- Michael D. Antonovich Courthouse
- Martin Luther King Jr. Community Hospital

Due to repurposing and renovation, certain components of the Martin Luther King Jr. Community Hospital campus, including the Augustus Hawkins Psychiatric and Clinical Sciences Building, MLK Exodus Building, MLK Community Health Medical Office Building (MOB), and the Interns and Residents Building will be removed from the portfolio of assets pledged as security for the payment of debt service for bonds issued under the 2015 Master Lease. In order to provide sufficient fair rental value to secure the repayment of the Prior Bonds and the 2024 Series H Bonds, the County intends to pledge the High Desert Multi-Service Ambulatory Care Center as additional collateral under the 2015 Master Lease.

Given the relative complexity of a large-scale lease-revenue bond financing, the Treasurer is recommending that the sale of the 2024 Series H Bonds be conducted on a negotiated basis. BofA Securities, Inc. and Loop Capital Markets were selected from the County’s prequalified Underwriter Pool to be the joint senior managing underwriters, with Public Resources Advisory Group appointed as the Municipal Advisor for this transaction. Stradling, Yocca, Carlson & Rauth LLP and Hawkins Delafield & Wood LLP serve as Bond Counsel and Disclosure Counsel, respectively.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The issuance and sale of the 2024 Series H Bonds will help finance essential capital projects for the County, which will serve to enhance and facilitate the delivery of vital government services.

CONCLUSION

Upon approval of this Resolution, it is requested that the Executive Officer-Clerk of the Board of Supervisors return two originally executed copies of the adopted Resolution to the Treasurer and

The Honorable Board of Supervisors

8/6/2024

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Tax Collector (Office of Public Finance).

Respectfully submitted,

A handwritten signature in cursive script that reads "Elizabeth B. Ginsberg".

ELIZABETH BUENROSTRO GINSBERG

Treasurer and Tax Collector

EBG:DW:TG:JP:PP:ad

Enclosures

c: Chief Executive Officer
Executive Officer, Board of Supervisors
Auditor-Controller
County Counsel
Stradling, Yocca, Carlson & Rauth LLP
Hawkins Delafield & Wood LLP
BofA Securities, Inc.
Loop Capital Markets

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AUTHORIZING THE EXECUTION AND DELIVERY BY THE COUNTY OF A SIXTH AMENDMENT TO MASTER SITE LEASE, A SIXTH AMENDMENT TO MASTER SUBLEASE, A SEVENTH SUPPLEMENTAL INDENTURE, A BOND PURCHASE AGREEMENT AND A CONTINUING DISCLOSURE CERTIFICATE IN CONNECTION WITH THE ISSUANCE OF LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY LEASE REVENUE BONDS, 2024 SERIES H, APPROVING THE ISSUANCE OF SUCH BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$650,000,000, AUTHORIZING THE DISTRIBUTION OF AN OFFICIAL STATEMENT IN CONNECTION THEREWITH AND AUTHORIZING THE EXECUTION OF NECESSARY DOCUMENTS AND CERTIFICATES AND RELATED ACTIONS

WHEREAS, in order to finance and refinance the Zev Yaroslavsky Family Support Center and the Manhattan Beach Library projects described in Exhibit A hereto (the “2015 Projects”), the Authority previously issued the Los Angeles County Public Works Financing Authority Lease Revenue Bonds (Multiple Capital Projects), 2015 Series A, in the aggregate principal amount of \$153,215,000 (the “Series 2015A Bonds”), pursuant to a Master Indenture, dated as of February 1, 2015, by and among the Los Angeles County Public Works Financing Authority (the “Authority”), the County of Los Angeles (the “County”) and Zions Bancorporation, National Association, formerly known as Zions First National Bank, as trustee (the “Trustee”), as supplemented and amended to date as described below; and

WHEREAS, the County desires to refinance all or a portion of the 2015 Projects by refunding all or a portion of the outstanding Series 2015A Bonds with proceeds of lease revenue bonds to be issued by the Authority; and

WHEREAS, the Los Angeles County Capital Asset Leasing Corporation (the “Corporation”) has issued its Lease Revenue Obligation Commercial Paper Notes (the “Commercial Paper Notes”) from time to time for, among other purposes, the interim financing of all or a portion of the Harbor-UCLA Medical Center replacement project described in Exhibit A attached hereto (the “2024 Project”; and, together with the 2015 Projects, the “Projects”); and

WHEREAS, the County desires to provide long-term financing for the 2024 Project by refinancing all or a portion of the outstanding Commercial Paper Notes and using proceeds of lease revenue bonds to be issued by the Authority; and

WHEREAS, in order to finance and refinance the 2015 Projects and various capital improvement projects, the County leased certain real property owned by the County, including the improvements thereto, consisting of certain components of the Martin Luther King, Jr. Community Hospital, the Los Angeles County Civic Center Heating and Refrigeration Plant, the Internal Services Department Headquarters, the Manhattan Beach Library, the Zev Yaroslavsky Family Support Center, the Antelope Valley Courthouse, the Los Angeles County Superior Court — Airport Branch, the West San Fernando Valley Courthouse, the Lost Hills Sheriff Station, the Martin Luther King, Jr. Behavioral Health Center and the Martin Luther King, Jr. Central Plant I (collectively, the “Leased Property”) to the Authority pursuant to a Master Site Lease, dated as of February 1, 2015, as supplemented and amended by the First Amendment to Master Site Lease, dated as of September 1, 2015, the Second

Amendment to Master Site Lease, dated as of March 1, 2016, the Third Amendment to Master Site Lease, dated as of August 1, 2019, the Fourth Amendment to Master Site Lease, dated as of October 1, 2021, and the Fifth Amendment to Master Site Lease, dated as of June 1, 2022, (collectively, the “Amended Site Lease”), each by and between the County and the Authority, and subleased the Leased Property back from the Authority pursuant to a Master Sublease, dated as of February 1, 2015, as supplemented and amended by the First Amendment to Master Sublease, dated as of September 1, 2015, the Second Amendment to Master Sublease, dated as of March 1, 2016, the Third Amendment to Master Sublease, dated as of August 1, 2019, the Fourth Amendment to Master Sublease, dated as of October 1, 2021, and the Fifth Amendment to Master Sublease, dated as of June 1, 2022 (collectively, the “Amended Sublease”), each by and between the Authority and the County; and

WHEREAS, the County and the Authority determined that it would be in the best interests of the County and the Authority to provide the funds necessary to finance and refinance the 2015 Projects and various additional capital improvement projects thereafter through the issuance by the Authority of the Series 2015A Bonds, the Los Angeles County Public Works Financing Authority Lease Revenue Refunding Bonds, 2015 Series B (Tax-Exempt), the Los Angeles County Public Works Financing Authority Lease Revenue Refunding Bonds, 2015 Series C (Taxable), the Los Angeles County Public Works Financing Authority Lease Revenue Bonds, 2016 Series D, the Los Angeles County Public Works Financing Authority Lease Revenue Bonds, 2019 Series E-1, the Los Angeles County Public Works Financing Authority Lease Revenue Bonds, 2019 Series E-2, the Los Angeles County Public Works Financing Authority Lease Revenue Bonds, 2021 Series F (Green Bonds), and the Los Angeles County Public Works Financing Authority Lease Revenue Refunding Bonds, 2022 Series G (Forward Delivery), in the respective aggregate principal amounts of \$153,215,000, \$133,330,000, \$85,010,000, \$255,855,000, \$219,335,000, \$32,555,000, \$260,110,000, and \$225,120,000 (collectively, the “Prior Bonds”), pursuant to a Master Indenture, dated as of February 1, 2015, by and among the Authority, the County and Trustee, as supplemented by a First Supplemental Indenture, dated as of September 1, 2015, a Second Supplemental Indenture, dated as of March 1, 2016, a Third Supplemental Indenture, dated as of November 1, 2017, a Fourth Supplemental Indenture, dated as of August 1, 2019, a Fifth Supplemental Indenture, dated as of October 1, 2021 and a Sixth Supplemental Indenture, dated as of June 1, 2022 (collectively, the “Supplemented Indenture”), each by and among the Authority, the County and the Trustee, payable from certain lease payments (the “Base Rental Payments”) to be made by the County under the Amended Sublease and the other assets pledged therefor under the Supplemented Indenture; and

WHEREAS, all rights to receive such Base Rental Payments were assigned without recourse by the Authority to the Trustee pursuant to the Supplemented Indenture; and

WHEREAS, initially capitalized terms used in these recitals without definition shall have the meanings ascribed thereto in the Supplemented Indenture; and

WHEREAS, the Supplemented Indenture provides that, subject to the conditions set forth therein, in addition to the Prior Bonds, the County, the Authority and the Trustee may by execution of a Supplemental Indenture, without the consent of the Owners of the Prior Bonds, provide for the issuance of Additional Bonds, payable from Lease Revenues; and

WHEREAS, the Amended Site Lease provides that the Amended Site Lease may be amended only in accordance with the provisions of the Amended Sublease; and

WHEREAS, the Amended Sublease provides that, the Amended Sublease and the Amended Site Lease and the rights and obligations of the Authority and the County thereunder may be amended at any time by an amendment thereof which shall become binding upon execution by the Authority and the County, without the consent of any Owners of the Prior Bonds, in order to provide for the issuance of Additional Bonds in accordance with the provisions of the Supplemented Indenture; and

WHEREAS, the County desires to add certain additional real property owned by the County, including improvements thereto, to the Property leased by the County to the Authority pursuant to the Amended Site Lease and the Property subleased by the Authority to the County pursuant to the Amended Sublease; specifically, the County desires to add the High Desert Multi-Service Ambulatory Care Center (MACC) (the “High Desert MACC Property”) and certain additional components of the Martin Luther King, Jr. Medical Center; and

WHEREAS, the High Desert MACC Property is currently leased under that certain Master Site Lease dated as of November 1, 2010, and amended as of October 1, 2012 (collectively, the “2010 Site Lease”), by and between the County and the Authority, and that certain Master Sublease dated as of November 1, 2010, and amended as of October 1, 2012 (collectively, the “2010 Sublease”), by and between the Authority and the County (collectively, the “2010 Master Leases”); and

WHEREAS, in order to make the High Desert MACC Property available for leasing under the Amended Site Lease and the Amended Sublease, the 2010 Master Leases must be further amended to release the High Desert MACC Property in accordance with the terms and conditions set forth in Section 7.02 of the 2010 Sublease; and

WHEREAS, the County has determined that the conditions to release of the High Desert MACC Property set forth in Section 7.02 of the 2010 Sublease can be satisfied and the County and the Authority desire to release the High Desert MACC Property from the 2010 Master Leases; and

WHEREAS, in order to finance and refinance all or a portion of the Projects, the Authority and the County desire to enter into a Sixth Amendment to Master Site Lease (the “Sixth Site Lease Amendment”) in order to amend the Amended Site Lease so as to lease the High Desert MACC Property (together with the Leased Property, the “Property”) and to make certain other modifications in order to provide for the issuance of Additional Bonds in accordance with the provisions of the Supplemented Indenture (the Amended Site Lease as so amended is referred to as the “Site Lease”); and

WHEREAS, in order to finance and refinance all or a portion of the Projects by refunding all or a portion of the outstanding Series 2015A Bonds, paying a portion of the Commercial Paper Notes, and financing a deposit to the Project Fund maintained under the Supplemented Indenture, the Authority and the County desire to enter into a Sixth Amendment to Master Sublease (the “Sixth Sublease Amendment”) in order to amend the Amended Sublease so as to sublease the High Desert MACC Property, to increase the amount of Base Rental Payments payable thereunder and to make certain other modifications in order to provide for the issuance of Additional Bonds in accordance with the provisions of the Supplemented Indenture (the Amended Sublease as so amended is referred to as the “Sublease”); and

WHEREAS, the County and the Authority have determined that it would be in the best interests of the County and the Authority to finance and refinance all or a portion of the Projects

through the issuance of Additional Bonds, designated “Los Angeles County Public Works Financing Authority Lease Revenue Bonds, 2024 Series H” (the “Bonds”), payable from Lease Revenues; and

WHEREAS, the Authority and the County desire that the Trustee enter into a Seventh Supplemental Indenture (the “Seventh Supplemental Indenture”) in order to provide for the issuance of the Bonds and to expressly provide that all rights to receive the Base Rental Payments, including the increased amounts thereof provided for in the Sixth Sublease Amendment, have been assigned without recourse by the Authority to the Trustee; and

WHEREAS, the Bonds will be issued pursuant to the Marks-Roos Local Bond Pooling Act of 1985 (the “Act”), commencing with Section 6584 of the California Government Code; and

WHEREAS, BofA Securities, Inc. and Loop Capital Markets LLC (collectively, the “Representatives”), each acting on behalf of itself and such other co-underwriters as may be selected by the Treasurer and Tax Collector of the County (the “Treasurer and Tax Collector”) and the Treasurer of the Authority prior to the sale of the Bonds (collectively, the “Underwriters”), has submitted to the Authority and the County a proposal to purchase the Bonds in the form of a Bond Purchase Agreement (the “Bond Purchase Agreement”); and

WHEREAS, a form of the Preliminary Official Statement (the “Preliminary Official Statement”) to be distributed in connection with the public offering of the Bonds has been prepared; and

WHEREAS, Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 (as amended, “Rule 15c2-12”) requires that, in order to be able to purchase or sell the Bonds, the underwriters thereof must have reasonably determined that the County has undertaken in a written agreement or contract for the benefit of the holders of the Bonds to provide disclosure of certain financial information and certain enumerated events on an ongoing basis; and

WHEREAS, in order to cause such requirement to be satisfied, the County desires to execute and deliver a Continuing Disclosure Certificate (the “Continuing Disclosure Certificate”); and

WHEREAS, the County is a member of the Authority and the Projects are located within the territorial limits and boundaries of the County; and

WHEREAS, on July 30, 2024, the Office of the Treasurer and Tax Collector, on behalf of the Board of Supervisors of the County (the “Board of Supervisors”) held a public hearing on the financing and refinancing of the Projects in accordance with Section 6586.5 of the Act, which hearing commenced at 11:00 a.m. and was held at the Treasurer and Tax Collector Executive Conference Room, Room 437, located at the Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California, and all persons desiring to be heard have been heard; and

WHEREAS, in accordance with Section 6586.5 of the Act, notice of such hearing was published at least 5 days prior to the hearing in the Los Angeles Daily Journal, a newspaper of general circulation in the County; and

WHEREAS, the County desires to make a finding of significant public benefit in accordance with Section 6586(a)-(d), inclusive, of the Act and approve the issuance of the Bonds by the Authority in order to satisfy the requirements of the Act; and

WHEREAS, the County and the Authority desire to amend the Amended Sublease to permit the County to perform construction, renovation, and repurposing projects at the Leased Property from time to time; such amendment is included in the Sixth Sublease Amendment and will become effective upon the receipt by the Authority of the written consent or deemed consent of the Owners of a majority of the aggregate principal amount of the Prior Bonds, the Bonds, and any Additional Bonds Outstanding under the Supplemental Indenture; and

WHEREAS, the Board of Supervisors has been presented with the form of each document referred to herein relating to the financing contemplated hereby, and the Board of Supervisors has examined and approved each document and desires to authorize and direct the execution of such documents and the consummation of such financing; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of such financing authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the County is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such financing for the purpose, in the manner and upon the terms herein provided;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. All of the recitals herein contained are true and correct and the Board of Supervisors so finds. The Board of Supervisors hereby further finds and determines that there are significant public benefits to the citizens of the County through the use of the Act to assist the County with respect to the subject matter hereof through the approval of the issuance of the Bonds and otherwise hereunder within the meaning of Section 6586(a)-(d), inclusive, of the Act.

Section 2. The form of the Sixth Site Lease Amendment, on file with the Executive Officer-Clerk of the Board of Supervisors, is hereby approved, and the Chair of the Board of Supervisors, and such other member of the Board of Supervisors as the Chair may designate, the Treasurer and Tax Collector or deputy or assistant thereof, and such other officers of the County as the Treasurer and Tax Collector may designate (each an “Authorized Officer” and collectively the “Authorized Officers”), are each hereby authorized and directed, for and in the name and on behalf of the County, to execute and deliver the Sixth Site Lease Amendment in substantially said form, with such changes, insertions and omissions therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 3. The form of the Sixth Sublease Amendment, on file with the Executive Officer-Clerk of the Board of Supervisors, is hereby approved, and the Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the County, to execute and deliver the Sixth Sublease Amendment in substantially said form, with such changes, insertions and omissions therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided, however, that the aggregate amount of the principal components of the Base Rental Payments relating to the Bonds shall not exceed \$650,000,000, and the true interest cost applicable to the interest components of the Base Rental Payments relating to the Bonds shall not exceed six percent (6%) per annum.

Section 4. The form of the Seventh Supplemental Indenture, on file with the Executive Officer-Clerk of the Board of Supervisors, is hereby approved, and the Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the County, to execute and deliver the Seventh Supplemental Indenture in substantially said form, with such changes, insertions and omissions therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided, however, that the aggregate principal amount of the Bonds shall not exceed \$650,000,000, the final maturity date of the Bonds shall be no later than December 1, 2054, and the true interest cost applicable to the Bonds shall not exceed six percent (6%) per annum. The Bonds may be issued in one or more taxable or tax-exempt series or subseries, from time to time, as determined by any Authorized Officer, pursuant to one or more supplemental indentures in substantially the form of the Seventh Supplemental Indenture.

Section 5. The form of the Bond Purchase Agreement, submitted to and on file with the Executive Officer-Clerk of the Board of Supervisors, is hereby approved, and the Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the County, to execute and deliver the Bond Purchase Agreement in substantially said form, with such changes, insertions and omissions therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided, however, that the Underwriters' discount for the sale of the Bonds shall not exceed three tenths of one percent (0.3%) of the aggregate principal amount of the Bonds.

Section 6. The form of the Preliminary Official Statement, on file with the Executive Officer-Clerk of the Board of Supervisors, with such changes, insertions and omissions therein as may be approved by an Authorized Officer, is hereby approved, and the use of the Preliminary Official Statement in connection with the offering and sale of the Bonds is hereby authorized and approved. The Authorized Officers are each hereby authorized to certify on behalf of the County that the Preliminary Official Statement is deemed final as of its date, within the meaning of Rule 15c2-12 (except for the omission of certain final pricing, rating and related information as permitted by Rule 15c2-12).

Section 7. The preparation and delivery of an Official Statement, and its use in connection with the offering and sale of the Bonds, are hereby authorized and approved. The Official Statement shall be in substantially the form of the Preliminary Official Statement with such changes, insertions and omissions as may be approved by an Authorized Officer, such approval to be conclusively evidenced by the delivery thereof.

Section 8. The form of Continuing Disclosure Certificate, on file with the Executive Officer-Clerk of the Board of Supervisors, is hereby approved, and the Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the County, to execute and deliver the Continuing Disclosure Certificate in substantially said form, with such changes, insertions and omissions therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced to the execution and delivery thereof.

Section 9. The Authorized Officers are each hereby authorized and directed to take such actions as may be necessary or appropriate to release the High Desert MACC Property from the 2010 Master Leases, including the execution and delivery of amendments to the 2010 Site Lease and the 2010 Sublease, execution and delivery of an amendment to the Memoranda of Assignment recorded against the High Desert MACC Property concurrently with the 2010 Master Leases, and execution and delivery of memoranda, certificates and other instruments in furtherance of the release of the High

Desert MACC Property from the 2010 Master Leases and inclusion of the High Desert MACC Property in the Property leased under the Amended Site Lease and the Amended Sublease.

Section 10. The Authorized Officers are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable in order to consummate the transactions herein authorized and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution, including, without limitation, signing additional agreements, certifications and/or instruments relating to the issuance of the Bonds, the financing of the 2024 Project, or the refinancing and payoff of the Series 2015A Bonds, payment of a portion of the Commercial Paper Notes, funding a debt service reserve fund for all or a portion of the Bonds, and obtaining additional title insurance with respect to the Property and entering into an agreement to indemnify and hold the insurance company providing the same harmless with respect to encumbrances recorded against the Property between the last title continuation as set forth in such agreement and the recording of the documents (or notice thereof) herein approved. The Authorized Officers are further authorized and directed, jointly and severally, to modify the list of capital improvement projects constituting the Projects to be financed or refinanced using proceeds of the Bonds.

Section 11. In compliance with California Government Code Section 5852.1 (SB 450), the Board of Supervisors has obtained from Public Resources Advisory Group, the County's municipal advisor and the Representatives the required good faith estimates and such estimates are disclosed and set forth in Exhibit B attached hereto.

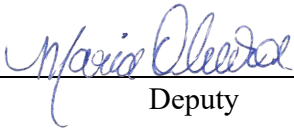
Section 12. All actions heretofore taken by the officers, employees and agents of the County with respect to the transactions set forth above are hereby approved, confirmed and ratified.

Section 13. This Resolution shall take effect from and after its date of adoption.

The foregoing Resolution was on the 6th day of August, 2024, adopted by the Board of Supervisors of the County of Los Angeles and *ex officio* the governing body of all other special assessment and taxing district agencies and authorities for which the Board so acts.



EDWARD YEN,
Executive Officer-Clerk of the Board of Supervisors
of the County of Los Angeles

By: 
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: 
Deputy County Counsel

EXHIBIT A

DESCRIPTION OF THE PROJECTS

Series 2024H Project

The Harbor-UCLA Medical Center replacement project is located at 1000 West Carson Street, Torrance, California 90502. The project consists of new construction of an acute care inpatient tower, an outpatient treatment building, a support services building, a central plant, a new parking structure, and a utility distribution facility, including demolition of various existing barracks to make a site for the new buildings, make-ready site works, underground infrastructure, and other improvements. Phase I of the Harbor-UCLA Medical Center replacement project consists of five components as follows: a 24,000 square foot two-story Support Services building, a 450,000 square foot, seven-story above-grade Parking Structure with 1,500 stalls, a regional laboratory building, a 400,000 square foot outpatient/support building, and a 20,000 square foot central utility plant that serves the existing southeast building and the new buildings that are under the jurisdiction of the California Department of Health Care Access and Information.

Series 2015A Projects

The Zev Yaroslavsky Family Support Center is located on a 6.78-acre County-owned property and provides support services to families requiring access to multiple government services. The facility includes office space for various health and social services on behalf of the Departments of Child Support Services, Children and Family Services, Health Services, Mental Health, Public Health, Public Social Services, and Probation. The project included demolition of existing County facilities and the construction of a five-story office building with approximately 216,000 square feet of office space and a multi-story parking structure with approximately 1,350 parking spaces. This facility was financed in part with proceeds of the Los Angeles County Public Works Financing Authority Lease Revenue Bonds (Multiple Capital Projects), 2015 Series A.

The Manhattan Beach Library project included the replacement of a single-story 12,188 square foot County library with a new two-story approximately 21,500 square foot library located on County-owned property in the Manhattan Beach City Civic Center. The library includes a homework center, group study/tutoring rooms, 80-seat community meeting room, express service checkout machines, automated materials handling system, information service desks, public access computers, and associated site improvements including landscaping, walkways, and security lighting. This facility was financed in part with proceeds of the Los Angeles County Public Works Financing Authority Lease Revenue Bonds (Multiple Capital Projects), 2015 Series A.

EXHIBIT B

SB 450 GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to the Los Angeles County Public Works Financing Authority Lease Revenue Bonds, 2024 Series H (the “Bonds”) in accordance with California Government Code Section 5852.1. Such good faith estimates have been provided to the County of Los Angeles (the “County”), at the County’s request, by Public Resources Advisory Group, the County’s municipal advisor under Section 15B of the Securities Exchange Act of 1934 (the “Municipal Advisor”), and by BofA Securities, Inc. and Loop Capital Markets LLC, as Representatives (collectively, the “Representatives”), each acting on behalf of itself and the other underwriters selected by the County to underwrite the Bonds (collectively, the “Underwriters”).

Principal Amount. The Municipal Advisor and the Representatives have informed the County that, based on the County’s financing plan and current market conditions, their good faith estimate of the aggregate principal amount of the Bonds to be sold in a public offering is \$579,525,000 (the “Estimated Principal Amount”).

True Interest Cost of the Bonds. The Municipal Advisor and the Representatives have informed the County that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market conditions prevailing at the time of preparation of such estimate, their good faith estimate of the true interest cost of the Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Bonds, is 4.03%.

Finance Charge of the Bonds. The Municipal Advisor and the Representatives have informed the County that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market conditions prevailing at the time of preparation of such estimate, their good faith estimate of the finance charge for the Bonds, which means the sum of all fees and charges paid to third parties, is \$2,318,100.

Amount of Proceeds to be Received. The Municipal Advisor and the Representatives have informed the County that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market conditions prevailing at the time of preparation of such estimate, their good faith estimate of the amount of proceeds expected to be received by the County from the sale of the Bonds, less the finance charge of the Bonds, as estimated above, and any reserves or capitalized interest paid or funded with proceeds of the Bonds, is \$645,672,476.

Total Payment Amount. The Municipal Advisor and the Representatives have informed the County that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market conditions prevailing at the time of preparation of such estimate, their good faith estimate of the total payment amount, which means the sum total of all principal and interest payments the County will make to pay debt service on the Bonds, plus the estimated finance charge for the Bonds, as described above, not paid with the respective proceeds of the Bonds, calculated to the final maturity of the Bonds, is \$1,091,171,156.

The foregoing estimates constitute good faith estimates only and are based on market conditions prevailing at the time of preparation of such estimates. No representation or warranty is made by the Representatives as to the achievability of any estimates contained herein. The actual

principal amount of the Bonds issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates for a variety of reasons, including, without limitation, due to (a) the market conditions prevailing on the actual date of the sale of the Bonds being different than the market conditions prevailing at the time of preparation of the estimates contained herein, (b) the actual principal amount of Bonds sold being different from the Estimated Principal Amount, (c) the actual amortization of the Bonds being different than the amortization assumed for purposes of preparing the estimates contained herein, (d) the actual interest rates at which the Bonds are sold being different than those estimated for purposes of preparing the estimates contained herein, (e) other market conditions, or (f) alterations in the County's financing plan, or a combination of such factors. The actual date of sale of the Bonds and the actual principal amount of Bonds sold will be determined by the County based on various factors. The actual interest rates borne by the Bonds will depend on market conditions at the time of sale thereof. The actual amortization of the Bonds will also depend, in part, on market conditions at the time of sale thereof. Market conditions, including, without limitation, interest rates are affected by economic and other factors beyond the control of the County, the Municipal Advisor or the Underwriters. The good faith estimates contained here were prepared exclusively for the information of the County in accordance with California Government Code Section 5852.1, and should not be used or relied on by the County or any other party or for any other purpose. The Underwriters shall not be liable to any person for information provided to the County in accordance with California Government Code Section 5852.1.

The Underwriters have been retained by the County solely as underwriters for the offering of the Bonds, and not as advisers to or agents of the County or in any other capacity, including as a municipal advisor or fiduciary. The primary role of the Underwriters, as underwriters, is to purchase securities, for resale to investors, in an arm's-length commercial transaction between the County and the Underwriters, and the Underwriters have financial and other interests that differ from those of the County. The Underwriters are not acting as municipal advisors, financial advisors or fiduciaries to the County or any other person or entity in connection with the offering of the Bonds. The County should consult with its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate. The County has informed the Underwriters that it is represented by, and will rely on the advice of, the Municipal Advisor in connection with the offering of the Bonds.

This is not a commitment, express or implied, on the part of the Underwriters to underwrite or purchase the Bonds or to commit any capital, nor does it obligate the Underwriters to enter into an underwriting agreement or similar commitment to finance.

RESOLUTION OF THE BOARD OF DIRECTORS OF THE LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY AUTHORIZING THE EXECUTION AND DELIVERY BY THE AUTHORITY OF A SIXTH AMENDMENT TO MASTER SITE LEASE, A SIXTH AMENDMENT TO MASTER SUBLEASE, A SEVENTH SUPPLEMENTAL INDENTURE AND A BOND PURCHASE AGREEMENT IN CONNECTION WITH THE ISSUANCE OF LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY LEASE REVENUE BONDS, 2024 SERIES H, AUTHORIZING THE ISSUANCE OF SUCH BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$650,000,000, AUTHORIZING THE DISTRIBUTION OF AN OFFICIAL STATEMENT IN CONNECTION THEREWITH AND AUTHORIZING THE EXECUTION OF NECESSARY DOCUMENTS AND CERTIFICATES AND RELATED ACTIONS

WHEREAS, in order to finance and refinance the Zev Yaroslavsky Family Support Center and the Manhattan Beach Library projects described in Exhibit A hereto (the “2015 Projects”), the Authority previously issued the Los Angeles County Public Works Financing Authority Lease Revenue Bonds (Multiple Capital Projects), 2015 Series A, in the aggregate principal amount of \$153,215,000 (the “Series 2015A Bonds”), pursuant to a Master Indenture, dated as of February 1, 2015, by and among the Los Angeles County Public Works Financing Authority (the “Authority”), the County of Los Angeles (the “County”) and Zions Bancorporation, National Association, formerly known as Zions First National Bank, as trustee (the “Trustee”), as supplemented and amended to date as described below; and

WHEREAS, the County desires to refinance all or a portion of the 2015 Projects by refunding all or a portion of the outstanding Series 2015A Bonds with proceeds of lease revenue bonds to be issued by the Authority; and

WHEREAS, the Los Angeles County Capital Asset Leasing Corporation (the “Corporation”) has issued its Lease Revenue Obligation Commercial Paper Notes (the “Commercial Paper Notes”) from time to time for, among other purposes, the interim financing of all or a portion of the Harbor-UCLA Medical Center replacement project described in Exhibit A attached hereto (the “2024 Project”; and, together with the 2015 Projects, the “Projects”); and

WHEREAS, the County desires to provide long-term financing for the 2024 Project by refinancing all or a portion of the outstanding Commercial Paper Notes and using proceeds of lease revenue bonds to be issued by the Authority; and

WHEREAS, in order to finance and refinance the 2015 Projects and various additional capital improvement projects, the County leased certain real property owned by the County, including the improvements thereto, consisting of certain components of the Martin Luther King, Jr. Community Hospital, the Los Angeles County Civic Center Heating and Refrigeration Plant, the Internal Services Department Headquarters, the Manhattan Beach Library, the Zev Yaroslavsky Family Support Center, the Antelope Valley Courthouse, the Los Angeles County Superior Court — Airport Branch, the West San Fernando Valley Courthouse, the Lost Hills Sheriff Station, the Martin Luther King, Jr. Behavioral Health Center and the Martin Luther King, Jr. Central Plant I (collectively, the “Leased Property”) to the Authority pursuant to a Master Site Lease, dated as of February 1, 2015, as supplemented and amended by the First Amendment to Master Site Lease, dated as of September 1, 2015, the Second

Amendment to Master Site Lease, dated as of March 1, 2016, the Third Amendment to Master Site Lease, dated as of August 1, 2019, the Fourth Amendment to Master Site Lease, dated as of October 1, 2021, and the Fifth Amendment to Master Site Lease, dated as of June 1, 2022, (collectively, the “Amended Site Lease”), each by and between the County and the Authority, and subleased the Leased Property back from the Authority pursuant to a Master Sublease, dated as of February 1, 2015, as supplemented and amended by the First Amendment to Master Sublease, dated as of September 1, 2015, the Second Amendment to Master Sublease, dated as of March 1, 2016, the Third Amendment to Master Sublease, dated as of August 1, 2019, the Fourth Amendment to Master Sublease, dated as of October 1, 2021, and the Fifth Amendment to Master Sublease, dated as of June 1, 2022 (collectively, the “Amended Sublease”), each by and between the Authority and the County; and

WHEREAS, the County and the Authority determined that it would be in the best interests of the County and the Authority to provide the funds necessary to finance and refinance the 2015 Projects and various additional capital improvement projects thereafter through the issuance by the Authority of the Series 2015A Bonds, the Los Angeles County Public Works Financing Authority Lease Revenue Refunding Bonds, 2015 Series B (Tax-Exempt), the Los Angeles County Public Works Financing Authority Lease Revenue Refunding Bonds, 2015 Series C (Taxable), the Los Angeles County Public Works Financing Authority Lease Revenue Bonds, 2016 Series D, the Los Angeles County Public Works Financing Authority Lease Revenue Bonds, 2019 Series E-1, the Los Angeles County Public Works Financing Authority Lease Revenue Bonds, 2019 Series E-2, the Los Angeles County Public Works Financing Authority Lease Revenue Bonds, 2021 Series F (Green Bonds), and the Los Angeles County Public Works Financing Authority Lease Revenue Refunding Bonds, 2022 Series G (Forward Delivery), in the respective aggregate principal amounts of \$153,215,000, \$133,330,000, \$85,010,000, \$255,855,000, \$219,335,000, \$32,555,000, \$260,110,000, and \$225,120,000 (collectively, the “Prior Bonds”), pursuant to a Master Indenture, dated as of February 1, 2015, by and among the Authority, the County and Trustee, as supplemented by a First Supplemental Indenture, dated as of September 1, 2015, a Second Supplemental Indenture, dated as of March 1, 2016, a Third Supplemental Indenture, dated as of November 1, 2017, a Fourth Supplemental Indenture, dated as of August 1, 2019, a Fifth Supplemental Indenture, dated as of October 1, 2021 and a Sixth Supplemental Indenture, dated as of June 1, 2022 (collectively, the “Supplemented Indenture”), each by and among the Authority, the County and the Trustee, payable from certain lease payments (the “Base Rental Payments”) to be made by the County under the Amended Sublease and the other assets pledged therefor under the Supplemented Indenture; and

WHEREAS, all rights to receive such Base Rental Payments were assigned without recourse by the Authority to the Trustee pursuant to the Supplemented Indenture; and

WHEREAS, initially capitalized terms used in these recitals without definition shall have the meanings ascribed thereto in the Supplemented Indenture; and

WHEREAS, the Supplemented Indenture provides that, subject to the conditions set forth therein, in addition to the Prior Bonds, the County, the Authority and the Trustee may by execution of a Supplemental Indenture, without the consent of the Owners of the Prior Bonds, provide for the issuance of Additional Bonds, payable from Lease Revenues; and

WHEREAS, the Amended Site Lease provides that the Amended Site Lease may be amended only in accordance with the provisions of the Amended Sublease; and

WHEREAS, the Amended Sublease provides that, the Amended Sublease and the Amended Site Lease and the rights and obligations of the Authority and the County thereunder may be amended at any time by an amendment thereof which shall become binding upon execution by the Authority and the County, without the consent of any Owners of the Prior Bonds, in order to provide for the issuance of Additional Bonds in accordance with the provisions of the Supplemented Indenture; and

WHEREAS, the County desires to add certain additional real property owned by the County, including improvements thereto, to the Property leased by the County to the Authority pursuant to the Amended Site Lease and the Property subleased by the Authority to the County pursuant to the Amended Sublease; specifically, the County desires to add the High Desert Multi-Service Ambulatory Care Center (MACC) (the “High Desert MACC Property”) and certain additional components of the Martin Luther King, Jr. Medical Center; and

WHEREAS, the High Desert MACC Property is currently leased under that certain Master Site Lease dated as of November 1, 2010, and amended as of October 1, 2012 (collectively, the “2010 Site Lease”), by and between the County and the Authority, and that certain Master Sublease dated as of November 1, 2010, and amended as of October 1, 2012 (collectively, the “2010 Sublease”), by and between the Authority and the County (collectively, the “2010 Master Leases”); and

WHEREAS, in order to make the High Desert MACC Property available for leasing under the Amended Site Lease and the Amended Sublease, the 2010 Master Leases must be further amended to release the High Desert MACC Property in accordance with the terms and conditions set forth in Section 7.02 of the 2010 Sublease; and

WHEREAS, the County has determined that the conditions to release of the High Desert MACC Property set forth in Section 7.02 of the 2010 Sublease can be satisfied and the County and the Authority desire to release the High Desert MACC Property from the 2010 Master Leases; and

WHEREAS, in order to finance and refinance all or a portion of the Projects, the Authority and the County desire to enter into a Sixth Amendment to Master Site Lease (the “Sixth Site Lease Amendment”) in order to amend the Amended Site Lease so as to lease the High Desert MACC Property (together with the Leased Property, the “Property”) and to make certain other modifications in order to provide for the issuance of Additional Bonds in accordance with the provisions of the Supplemented Indenture (the Amended Site Lease as so amended is referred to as the “Site Lease”); and

WHEREAS, in order to finance and refinance all or a portion of the Projects by refunding all or a portion of the outstanding Series 2015A Bonds, paying a portion of the Commercial Paper Notes, and financing a deposit to the Project Fund maintained under the Supplemented Indenture, the Authority and the County desire to enter into a Sixth Amendment to Master Sublease (the “Sixth Sublease Amendment”) in order to amend the Amended Sublease so as to sublease the High Desert MACC Property, to increase the amount of Base Rental Payments payable thereunder and to make certain other modifications in order to provide for the issuance of Additional Bonds in accordance with the provisions of the Supplemented Indenture (the Amended Sublease as so amended is referred to as the “Sublease”); and

WHEREAS, the County and the Authority have determined that it would be in the best interests of the County and the Authority to finance and refinance all or a portion of the Projects

through the issuance of Additional Bonds, designated “Los Angeles County Public Works Financing Authority Lease Revenue Bonds, 2024 Series H” (the “Bonds”), payable from Lease Revenues; and

WHEREAS, the Authority and the County desire that the Trustee enter into a Seventh Supplemental Indenture (the “Seventh Supplemental Indenture”) in order to provide for the issuance of the Bonds and to expressly provide that all rights to receive the Base Rental Payments, including the increased amounts thereof provided for in the Sixth Sublease Amendment, have been assigned without recourse by the Authority to the Trustee; and

WHEREAS, the Bonds will be issued pursuant to the Marks-Roos Local Bond Pooling Act of 1985 (the “Act”), commencing with Section 6584 of the California Government Code; and

WHEREAS, BofA Securities, Inc. and Loop Capital Markets LLC (collectively, the “Representatives”), each acting on behalf of itself and such other co-underwriters as may be selected by the Treasurer and Tax Collector of the County (the “Treasurer and Tax Collector”) and the Treasurer of the Authority prior to the sale of the Bonds (collectively, the “Underwriters”), has submitted to the Authority and the County a proposal to purchase the Bonds in the form of a Bond Purchase Agreement (the “Bond Purchase Agreement”); and

WHEREAS, a form of the Preliminary Official Statement (the “Preliminary Official Statement”) to be distributed in connection with the public offering of the Bonds has been prepared; and

WHEREAS, the County is a member of the Authority and the Projects are located within the territorial limits and boundaries of the County; and

WHEREAS, on July 30, 2024, the Office of the Treasurer and Tax Collector, on behalf of the Board of Supervisors of the County (the “Board of Supervisors”) held a public hearing on the financing and refinancing of the Projects, in accordance with Section 6586.5 of the Act, which hearing commenced at 11:00 a.m. and was held at the Treasurer and Tax Collector Executive Conference Room, Room 437, located at the Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California, and all persons desiring to be heard have been heard; and

WHEREAS, in accordance with Section 6586.5 of the Act, notice of such hearing was published at least 5 days prior to the hearing in the Los Angeles Daily Journal, a newspaper of general circulation in the County; and

WHEREAS, following the public hearing, the County made a finding of significant public benefit in accordance with Section 6586(a)-(d), inclusive, of the Act and approved the issuance of the Bonds by the Authority in satisfaction of the requirements of the Act; and

WHEREAS, the County and the Authority desire to amend the Amended Sublease to permit the County to perform construction, renovation, and repurposing projects at the Leased Property from time to time; such amendment is included in the Sixth Sublease Amendment and will become effective upon the receipt by the Authority of the written consent or deemed consent of the Owners of a majority of the aggregate principal amount of the Prior Bonds, the Bonds, and any Additional Bonds Outstanding under the Supplemental Indenture; and

WHEREAS, the Board of Directors of the Authority (the “Board of Directors”) has been presented with the form of each document referred to herein relating to the financing contemplated hereby, and the Board of Directors has examined and approved each document and desires to authorize and direct the execution of such documents and the consummation of such financing; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of such financing authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the Authority is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such financing for the purpose, in the manner and upon the terms herein provided;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY, AS FOLLOWS:

Section 1. All of the recitals herein contained are true and correct and the Board of Directors so finds.

Section 2. The form of the Sixth Site Lease Amendment, on file with the Secretary of the Authority, is hereby approved, and the Chair of the Board of Directors of the Authority, and such other member of the Board of Directors as the Chair may designate, the Treasurer of the Authority or deputy or assistant thereof, and such other officers of the Authority as the Treasurer of the Authority may designate (each an “Authorized Officer” and collectively the “Authorized Officers”), are each hereby authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver the Sixth Site Lease Amendment in substantially said form, with such changes, insertions and omissions therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 3. The form of the Sixth Sublease Amendment, on file with the Secretary of the Authority, is hereby approved, and the Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver the Sixth Sublease Amendment in substantially said form, with such changes, insertions and omissions therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided, however, that the aggregate amount of the principal components of the base rental payments relating to the Bonds shall not exceed \$650,000,000, and the true interest cost applicable to the interest components of the Base Rental Payments relating to the Bonds shall not exceed six percent (6%) per annum.

Section 4. The issuance of not to exceed \$650,000,000 aggregate principal amount of the Bonds, bearing interest at the rates and maturing on the dates as specified in the Seventh Supplemental Indenture, as finally executed, is hereby authorized and approved. The form of the Seventh Supplemental Indenture, on file with the Secretary of the Authority, is hereby approved, and the Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver the Seventh Supplemental Indenture in substantially said form, with such changes, insertions and omissions therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided, however, that the aggregate principal amount of the Bonds shall not exceed \$650,000,000, the final maturity date of the Bonds shall be no later than December 1, 2054, and the true interest cost applicable to the Bonds shall not exceed six percent (6%) per annum. The Bonds may be issued in one

or more taxable or tax-exempt series or subseries, from time to time, as determined by any Authorized Officer, pursuant to one or more supplemental indentures in substantially the form of the Seventh Supplemental Indenture.

Section 5. The form of the Bond Purchase Agreement, submitted to and on file with the Secretary of the Board of Directors, is hereby approved, and the Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver the Bond Purchase Agreement in substantially said form, with such changes, insertions and omissions therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided, however, that the Underwriters' discount for the sale of the Bonds shall not exceed three tenths of one percent (0.3%) of the aggregate principal amount of the Bonds.

Section 6. The form of the Preliminary Official Statement, on file with the Secretary of the Authority, with such changes, insertions and omissions therein as may be approved by an Authorized Officer, is hereby approved, and the use of the Preliminary Official Statement in connection with the offering and sale of the Bonds is hereby authorized and approved. The Authorized Officers are each hereby authorized to certify on behalf of the Authority that the Preliminary Official Statement is deemed final as of its date, within the meaning of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 (as amended, "Rule 15c2-12") (except for the omission of certain final pricing, rating and related information as permitted by Rule 15c2-12).

Section 7. The preparation and delivery of an Official Statement, and its use in connection with the offering and sale of the Bonds, are hereby authorized and approved. The Official Statement shall be in substantially the form of the Preliminary Official Statement with such changes, insertions and omissions as may be approved by an Authorized Officer, such approval to be conclusively evidenced by the delivery thereof.

Section 8. The Authorized Officers are each hereby authorized and directed to take such actions as may be necessary or appropriate to release the High Desert MACC Property from the 2010 Master Leases, including the execution and delivery of amendments to the 2010 Site Lease and the 2010 Sublease, execution and delivery of an amendment to the Memoranda of Assignment recorded against the High Desert MACC Property concurrently with the 2010 Master Leases, and execution and delivery of memoranda, certificates and other instruments in furtherance of the release of the High Desert MACC Property from the 2010 Master Leases and inclusion of the High Desert MACC Property in the Property leased under the Amended Site Lease and the Amended Sublease.

Section 9. The Authorized Officers are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable in order to consummate the transactions herein authorized and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution, including, without limitation, signing additional agreements, certifications and/or instruments relating to the issuance of the Bonds, the financing of the 2024 Project, or the refinancing and payoff of the Series 2015A Bonds, payment of a portion of the Commercial Paper Notes, funding a debt service reserve fund for all or a portion of the Bonds, and applying for, and negotiating the terms of, municipal bond insurance and/or a reserve surety policy or bond (and any contract or mutual insurance agreement for such insurance or surety) for all or a portion of the Bonds if such insurance or surety is determined to be in the best interests of the Authority. The Authorized Officers are further authorized and directed, jointly and severally, to modify the list of capital

improvement projects constituting the Projects to be financed or refinanced using proceeds of the Bonds.

Section 10. In compliance with California Government Code Section 5852.1 (SB 450), the Board of Directors has obtained from Public Resources Advisory Group, the Authority's municipal advisor and the Representatives the required good faith estimates and such estimates are disclosed and set forth in Exhibit B attached hereto.

Section 11. All actions heretofore taken by the officers and agents of the Authority with respect to the transactions set forth above are hereby approved, confirmed and ratified.

Section 12. This Resolution shall take effect from and after its date of adoption.

The foregoing Resolution was on the ____ day of _____, 2024, adopted by the Board of Directors of the Los Angeles County Public Works Financing Authority.

EDWARD YEN,
Secretary of the Board of Directors of the Los Angeles
County Public Works Financing Authority

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By:  _____
Deputy County Counsel

EXHIBIT A

DESCRIPTION OF THE PROJECTS

Series 2024H Project

The Harbor-UCLA Medical Center replacement project is located at 1000 West Carson Street, Torrance, California 90502. The project consists of new construction of an acute care inpatient tower, an outpatient treatment building, a support services building, a central plant, a new parking structure, and a utility distribution facility, including demolition of various existing barracks to make a site for the new buildings, make-ready site works, underground infrastructure, and other improvements. Phase I of the Harbor-UCLA Medical Center replacement project consists of five components as follows: a 24,000 square foot two-story Support Services building, a 450,000 square foot, seven-story above-grade Parking Structure with 1,500 stalls, a regional laboratory building, a 400,000 square foot outpatient/support building, and a 20,000 square foot central utility plant that serves the existing southeast building and the new buildings that are under the jurisdiction of the California Department of Health Care Access and Information.

Series 2015A Projects

The Zev Yaroslavsky Family Support Center is located on a 6.78-acre County-owned property and provides support services to families requiring access to multiple government services. The facility includes office space for various health and social services on behalf of the Departments of Child Support Services, Children and Family Services, Health Services, Mental Health, Public Health, Public Social Services, and Probation. The project included demolition of existing County facilities and the construction of a five-story office building with approximately 216,000 square feet of office space and a multi-story parking structure with approximately 1,350 parking spaces. This facility was financed in part with proceeds of the Los Angeles County Public Works Financing Authority Lease Revenue Bonds (Multiple Capital Projects), 2015 Series A.

The Manhattan Beach Library project included the replacement of a single-story 12,188 square foot County library with a new two-story approximately 21,500 square foot library located on County-owned property in the Manhattan Beach City Civic Center. The library includes a homework center, group study/tutoring rooms, 80-seat community meeting room, express service checkout machines, automated materials handling system, information service desks, public access computers, and associated site improvements including landscaping, walkways, and security lighting. This facility was financed in part with proceeds of the Los Angeles County Public Works Financing Authority Lease Revenue Bonds (Multiple Capital Projects), 2015 Series A.

EXHIBIT B

SB 450 GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to the Los Angeles County Public Works Financing Authority Lease Revenue Bonds, 2024 Series H (the “Bonds”) in accordance with California Government Code Section 5852.1. Such good faith estimates have been provided to the Los Angeles County Public Works Financing Authority (the “Authority”), at the Authority’s request, by Public Resources Advisory Group, the Authority’s municipal advisor under Section 15B of the Securities Exchange Act of 1934 (the “Municipal Advisor”), and by BofA Securities, Inc. and Loop Capital Markets LLC, as Representatives (the “Representatives”), each acting on behalf of itself and the other underwriters selected by the Authority to underwrite the Bonds (collectively, the “Underwriters”).

Principal Amount. The Municipal Advisor and the Representatives have informed the Authority that, based on the Authority’s financing plan and current market conditions, their good faith estimate of the aggregate principal amount of the Bonds to be sold in a public offering is \$579,525,000 (the “Estimated Principal Amount”).

True Interest Cost of the Bonds. The Municipal Advisor and the Representatives have informed the Authority that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market conditions prevailing at the time of preparation of such estimate, their good faith estimate of the true interest cost of the Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Bonds, is 4.03%.

Finance Charge of the Bonds. The Municipal Advisor and the Representatives have informed the Authority that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market conditions prevailing at the time of preparation of such estimate, their good faith estimate of the finance charge for the Bonds, which means the sum of all fees and charges paid to third parties, is \$2,318,100.

Amount of Proceeds to be Received. The Municipal Advisor and the Representatives have informed the Authority that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market conditions prevailing at the time of preparation of such estimate, their good faith estimate of the amount of proceeds expected to be received by the Authority from the sale of the Bonds, less the finance charge of the Bonds, as estimated above, and any reserves or capitalized interest paid or funded with proceeds of the Bonds, is \$645,672,476.

Total Payment Amount. The Municipal Advisor and the Representatives have informed the Authority that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market conditions prevailing at the time of preparation of such estimate, their good faith estimate of the total payment amount, which means the sum total of all principal and interest payments the Authority will make to pay debt service on the Bonds, plus the estimated finance charge for the Bonds, as described above, not paid with the respective proceeds of the Bonds, calculated to the final maturity of the Bonds, is \$1,091,171,156.

The foregoing estimates constitute good faith estimates only and are based on market conditions prevailing at the time of preparation of such estimates. No representation or warranty is

made by the Representatives as to the achievability of any estimates contained herein. The actual principal amount of the Bonds issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates for a variety of reasons, including, without limitation, due to (a) the market conditions prevailing on the actual date of the sale of the Bonds being different than the market conditions prevailing at the time of preparation of the estimates contained herein, (b) the actual principal amount of Bonds sold being different from the Estimated Principal Amount, (c) the actual amortization of the Bonds being different than the amortization assumed for purposes of preparing the estimates contained herein, (d) the actual interest rates at which the Bonds are sold being different than those estimated for purposes of preparing the estimates contained herein, (e) other market conditions, or (f) alterations in the Authority's financing plan, or a combination of such factors. The actual date of sale of the Bonds and the actual principal amount of Bonds sold will be determined by the Authority based on various factors. The actual interest rates borne by the Bonds will depend on market conditions at the time of sale thereof. The actual amortization of the Bonds will also depend, in part, on market conditions at the time of sale thereof. Market conditions, including, without limitation, interest rates are affected by economic and other factors beyond the control of the Authority, the Municipal Advisor or the Underwriters. The good faith estimates contained here were prepared exclusively for the information of the Authority in accordance with California Government Code Section 5852.1, and should not be used or relied on by the Authority or any other party or for any other purpose. The Underwriters shall not be liable to any person for information provided to the Authority in accordance with California Government Code Section 5852.1.

The Underwriters have been retained by the Authority solely as underwriters for the offering of the Bonds, and not as advisers to or agents of the Authority or in any other capacity, including as a municipal advisor or fiduciary. The primary role of the Underwriters, as underwriters, is to purchase securities, for resale to investors, in an arm's-length commercial transaction between the Authority and the Underwriters, and the Underwriters have financial and other interests that differ from those of the Authority. The Underwriters are not acting as municipal advisors, financial advisors or fiduciaries to the Authority or any other person or entity in connection with the offering of the Bonds. The Authority should consult with its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate. The Authority has informed the Underwriters that it is represented by, and will rely on the advice of, the Municipal Advisor in connection with the offering of the Bonds.

This is not a commitment, express or implied, on the part of the Underwriters to underwrite or purchase the Bonds or to commit any capital, nor does it obligate the Underwriters to enter into an underwriting agreement or similar commitment to finance.

**TO BE RECORDED AND
WHEN RECORDED RETURN TO:**

Stradling Yocca Carlson & Rauth LLP
660 Newport Center Drive, Suite 1600
Newport Beach, CA 92660
Attention: Vanessa S. Legbandt, Esq.

[Space above for Recorder's Use Only.]

**SIXTH AMENDMENT TO
MASTER SITE LEASE**

**TO BE RECORDED AND WHEN
RECORDED RETURN TO:**

Stradling Yocca Carlson & Rauth LLP
660 Newport Center Drive, Suite 1600
Newport Beach, CA 92660
Attention: Vanessa S. Legbandt, Esq.

**THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER
TAX PURSUANT TO SECTION 11921 OF THE CALIFORNIA REVENUE AND
TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES
PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.**

**SIXTH AMENDMENT TO
MASTER SITE LEASE**

by and between

COUNTY OF LOS ANGELES

and

**LOS ANGELES COUNTY PUBLIC WORKS
FINANCING AUTHORITY**

Dated as of September 1, 2024

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SIXTH AMENDMENT TO MASTER SITE LEASE

THIS SIXTH AMENDMENT TO MASTER SITE LEASE (this “Sixth Amendment”) executed and entered into as of September 1, 2024, is by and between the COUNTY OF LOS ANGELES, a political subdivision of the State of California (the “County”), and the LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY, a joint exercise of powers entity organized and existing under and by virtue of the laws of the State of California (the “Authority”).

RECITALS

WHEREAS, in order to finance and refinance certain capital improvement projects (the “2015 Projects”), the Authority previously issued the Los Angeles County Public Works Financing Authority Lease Revenue Bonds (Multiple Capital Projects), 2015 Series A, in the aggregate principal amount of \$153,215,000 (the “Series 2015A Bonds”), pursuant to a Master Indenture, dated as of February 1, 2015, by and among the Authority, the County and Zions Bancorporation, National Association, formerly known as Zions First National Bank, as trustee (the “Trustee”), as trustee, as supplemented and amended to date as described below; and

WHEREAS, the County desires to refinance all or a portion of the 2015 Projects by refunding all or a portion of the outstanding Series 2015A Bonds with proceeds of lease revenue bonds to be issued by the Authority; and

WHEREAS, the Los Angeles County Capital Asset Leasing Corporation (the “Corporation”) has issued its Lease Revenue Obligation Commercial Paper Notes (the “Commercial Paper Notes”) from time to time for, among other purposes, the interim financing of all or a portion of the capital improvement projects described on Exhibit B, attached hereto and incorporated herein (collectively, the “Series 2024H Project”); and

WHEREAS, the County desires to provide long-term financing for all or a portion of the Series 2024H Project by refinancing all or a portion of the outstanding Commercial Paper Notes and issuing additional amounts using proceeds of lease revenue bonds to be issued by the Authority; and

WHEREAS, in order to finance and refinance the 2015 Projects and various additional capital improvement projects, the County leased certain real property owned by the County, including the improvements thereto, consisting of certain components of the Martin Luther King, Jr. Community Hospital, the Los Angeles County Civic Center Heating and Refrigeration Plant, the Internal Services Department Headquarters, the Manhattan Beach Library, the Zev Yaroslavsky Family Support Center, the Antelope Valley Courthouse, the Los Angeles County Superior Court — Airport Branch, the West San Fernando Valley Courthouse, the Lost Hills Sheriff Station, the Martin Luther King, Jr. Behavioral Health Center, and the Martin Luther King, Jr. Central Plant I (collectively, the “Leased Property”) to the Authority pursuant to a Master Site Lease, dated as of February 1, 2015, recorded with the Recorder’s Office of the County on February 4, 2015 as Instrument No. 20150128156, as supplemented and amended by the First Amendment to Master Site Lease, dated as of September 1, 2015, recorded with the Recorder’s Office of the County on September 1, 2015 as Instrument No. 20151080899, the Second Amendment to Master Site Lease, dated as of March 1, 2016, recorded with the Recorder’s Office of the County on March 16, 2016 as Instrument No. 20160285434, the Third Amendment to Master Site Lease, dated as of August 1,

2019, recorded with the Recorder's Office of the County on August 28, 2019 as Instrument No. 20190869058, the Fourth Amendment to Master Site Lease, dated as of October 1, 2021, recorded with the Recorder's Office of the County on October 28, 2021 as Instrument No. 20211620435, and the Fifth Amendment to Master Site Lease, dated as of June 1, 2022, recorded with the Recorder's Office of the County on June 2, 2022 as Instrument No. 20220588242 (collectively, the "Amended Site Lease"), each by and between the County and the Authority, and subleased the Leased Property back from the Authority pursuant to a Master Sublease, dated as of February 1, 2015, recorded with the Recorder's Office of the County on February 4, 2015 as Instrument No. 20150128157, as supplemented and amended by the First Amendment to Master Sublease, dated as of September 1, 2015, recorded with the Recorder's Office of the County on September 1, 2015 as Instrument No. 20151080900, the Second Amendment to Master Sublease, dated as of March 1, 2016, recorded with the Recorder's Office of the County on March 16, 2016 as Instrument No. 20160285435, the Third Amendment to Master Sublease, dated as of August 1, 2019, recorded with the Recorder's Office of the County on August 28, 2019 as Instrument No. 20190869059, the Fourth Amendment to Master Sublease, dated as of October 1, 2021, recorded with the Recorder's Office of the County on October 28, 2021 as Instrument No. 20211620436, and the Fifth Amendment to Master Sublease, dated as of June 1, 2022, recorded with the Recorder's Office of the County on June 2, 2022 as Instrument No. 20220588243 (collectively, the "Amended Sublease"), each by and between the Authority and the County; and

WHEREAS, the County and the Authority determined that it would be in the best interests of the County and the Authority to provide the funds necessary to finance and refinance the 2015 Projects and various additional capital improvement projects through the issuance by the Authority of the Series 2015A Bonds, the Los Angeles County Public Works Financing Authority Lease Revenue Refunding Bonds, 2015 Series B (Tax-Exempt), the Los Angeles County Public Works Financing Authority Lease Revenue Refunding Bonds, 2015 Series C (Taxable), the Los Angeles County Public Works Financing Authority Lease Revenue Bonds, 2016 Series D, the Los Angeles County Public Works Financing Authority Lease Revenue Bonds, 2019 Series E-1, the Los Angeles County Public Works Financing Authority Lease Revenue Bonds, 2019 Series E-2, the Los Angeles County Public Works Financing Authority Lease Revenue Bonds, 2021 Series F (Green Bonds), and the Los Angeles County Public Works Financing Authority Lease Revenue Refunding Bonds, 2022 Series G (Forward Delivery), in the respective aggregate principal amounts of \$153,215,000, \$133,330,000, \$85,010,000, \$255,855,000, \$219,335,000, \$32,555,000, \$260,110,000, and \$225,120,000 (collectively, the "Prior Bonds"), pursuant to a Master Indenture, dated as of February 1, 2015, by and among the Authority, the County and Trustee, as supplemented by a First Supplemental Indenture, dated as of September 1, 2015, a Second Supplemental Indenture, dated as of March 1, 2016, a Third Supplemental Indenture, dated as of November 1, 2017, a Fourth Supplemental Indenture, dated as of August 1, 2019, a Fifth Supplemental Indenture, dated as of October 1, 2021 and a Sixth Supplemental Indenture, dated as of June 1, 2022 (collectively, the "Supplemented Indenture"), each by and among the Authority, the County and the Trustee, payable from certain lease payments (the "Base Rental Payments") to be made by the County under the Amended Sublease and the other assets pledged therefor under the Supplemented Indenture; and

WHEREAS, all rights to receive the Base Rental Payments under the Amended Sublease were assigned without recourse by the Authority to the Trustee pursuant to the Supplemented Indenture; and

WHEREAS, initially capitalized terms used in these recitals without definition shall have the meanings ascribed thereto in the Supplemented Indenture; and

WHEREAS, the Supplemented Indenture provides that, subject to the conditions set forth therein, in addition to the Prior Bonds, the County, the Authority and the Trustee may by execution of a Supplemental Indenture, without the consent of the Owners of the Prior Bonds, provide for the issuance of Additional Bonds, payable from Lease Revenues; and

WHEREAS, the Amended Site Lease provides that the Amended Site Lease may be amended only in accordance with the provisions of the Amended Sublease; and

WHEREAS, the Amended Sublease provides that, the Amended Sublease and the Amended Site Lease and the rights and obligations of the Authority and the County thereunder may be amended at any time by an amendment thereof which shall become binding upon execution by the Authority and the County, without the consent of any Owners of the Prior Bonds, in order to provide for the issuance of Additional Bonds in accordance with the provisions of the Supplemented Indenture; and

WHEREAS, in order to refinance all or a portion of the 2015 Projects, to pay all or a portion of the outstanding Commercial Paper Notes, and to finance the additional costs of the Series 2024H Project, the Authority and the County desire to enter into the Sixth Amendment to Master Sublease, dated as of September 1, 2024 (the “Sixth Sublease Amendment”) in order to amend the Amended Sublease so as to lease certain additional real property owned by the County, including the improvements thereto, consisting of the High Desert Multi-Service Ambulatory Care Clinic (MACC) and certain additional components of the Martin Luther King, Jr. Medical Center (collectively the “Additional Property” and, together with the Leased Property, the “Property”), to increase the amount of Base Rental Payments payable thereunder, and to make certain other modifications in order to provide for the issuance of Additional Bonds in accordance with the provisions of the Supplemented Indenture (the Amended Sublease as so amended is referred to as the “Sublease”); and

WHEREAS, in order to refinance all or a portion of the 2015 Projects, to pay all or a portion of the outstanding Commercial Paper Notes, and to finance the additional costs of the Series 2024H Project, the Authority and the County desire to enter into this Sixth Amendment in order to amend the Amended Site Lease so as to lease the Additional Property, to increase the amount of site lease rental payable hereunder and to make certain other modifications in order to provide for the issuance of Additional Bonds in accordance with the provisions of the Supplemented Indenture (the Amended Site Lease as so amended is referred to as the “Site Lease”); and

WHEREAS, the Property is more particularly described in Exhibit A hereto; and

WHEREAS, the County and the Authority have determined that it would be in the best interests of the County and the Authority to refinance all or a portion of the 2015 Projects and finance and refinance all or a portion of the Series 2024H Project, designated “Los Angeles County Public Works Financing Authority Lease Revenue Bonds, 2024 Series H” (the “Series 2024H Bonds”), payable from Lease Revenues; and

WHEREAS, the Trustee, the Authority and the County are entering into the Seventh Supplemental Indenture, dated as of September 1, 2024, in order to provide for the issuance of the Series 2024H Bonds and to expressly provide that all rights to receive the Base Rental Payments, including the increased amounts thereof provided for in the Sixth Sublease Amendment, have been assigned without recourse by the Authority to the Trustee; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Sixth Amendment do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Sixth Amendment;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

PART 1

AMENDMENTS TO AMENDED SITE LEASE

Part 1.1 Amendments to Section 2.02. Section 2.02 of the Amended Site Lease is hereby amended to include the following paragraph immediately following the first paragraph thereof:

The Authority shall pay to the County as and for rental of the Property hereunder, an additional sum of not to exceed \$ _____ in connection with the issuance of the Series 2024H Bonds (the “2024H Site Lease Payment”). The 2024H Site Lease Payment shall be paid from the proceeds of the Series 2024H Bonds; provided, however, that in the event the available proceeds of the Series 2024H Bonds are not sufficient to enable the Authority to pay such amount in full, the remaining amount of the 2024H Site Lease Payment shall be reduced to an amount equal to the amount of such available proceeds.

Part 1.2 Amendments to Section 7.01. Section 7.01 of the Amended Site Lease is hereby amended and replaced with the following:

Term. The term of this Site Lease shall commence as of the date of commencement of the term of the Sublease and shall remain in full force and effect from such date to and including December 1, 2054, unless such term is extended or sooner terminated as hereinafter provided.

Part 1.3 Amendments to Section 7.02. Section 7.02 of the Amended Site Lease is hereby amended and replaced with the following:

Extension; Early Termination. If, on December 1, 2054, the Bonds shall not be fully paid, or provision therefor made in accordance with Article IX of the Indenture, or the Indenture shall not be discharged by its terms, or if the Rental Payments payable under the Sublease shall have been abated at any time, then the term of this Site Lease shall be automatically extended until the date upon which all Bonds shall be fully paid, or provision therefor made in accordance with Article IX of the Indenture, and the Indenture shall be discharged by its terms, except that the term of this Site Lease shall in no event be extended more than ten years beyond December 1, 2054. If, prior to December 1, 2054 all Bonds shall be fully paid, or provisions therefor made in accordance with Article IX of the Indenture, and the Indenture shall be discharged by its terms, the term of this Site Lease shall end simultaneously therewith.

Part 1.4 Amendments to Exhibit A. Exhibit A of the Amended Site Lease is hereby amended and replaced with Exhibit A to this Sixth Amendment.

PART 2

MISCELLANEOUS

Part 2.1 Effect of Sixth Amendment. This Sixth Amendment and all of the terms and provisions herein contained shall form part of the Amended Site Lease as fully and with the same effect as if all such terms and provisions had been set forth in the Amended Site Lease. The Amended Site Lease is hereby ratified and confirmed and shall continue in full force and effect in accordance with the terms and provisions thereof, as heretofore amended and supplemented, and as amended and supplemented hereby. If there shall be any conflict between the terms of this Sixth Amendment and the terms of the Amended Site Lease (as in effect on the day prior to the effective date of this Sixth Amendment), the terms of this Sixth Amendment shall prevail.

Part 2.2 Execution in Counterparts. This Sixth Amendment may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Part 2.3 Effective Date. This Sixth Amendment shall become effective upon the Series 2024H Closing Date.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the County and the Authority have caused this Sixth Amendment to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

COUNTY OF LOS ANGELES

By: _____
Elizabeth Buenrostro Ginsberg,
Treasurer and Tax Collector

**LOS ANGELES COUNTY PUBLIC WORKS
FINANCING AUTHORITY**

By: _____
Elizabeth Buenrostro Ginsberg,
Treasurer

[Signature Page to Sixth Amendment to Master Site Lease]

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 LOS ANGELES)

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____

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 of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

Title Or Type Of Document

- Partner(s) Limited General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____

Number Of Pages

Signer is representing:
Name Of Person(s) Or Entity(ies)

Date Of Documents

Signer(s) Other Than Named Above

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 LOS ANGELES)

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____

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.

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Signature of Notary Public

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DESCRIPTION OF ATTACHED DOCUMENT

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- Other: _____

Number Of Pages

Signer is representing:
Name Of Person(s) Or Entity(ies)

Date Of Documents

Signer(s) Other Than Named Above

EXHIBIT A

DESCRIPTION OF THE PROPERTY

[Legal Description To Come]

EXHIBIT B

DESCRIPTION OF THE SERIES 2024H PROJECT

The Harbor-UCLA Medical Center replacement project is located at 1000 West Carson Street, Torrance, California 90502. The project consists of new construction of an acute care inpatient tower, an outpatient treatment building, a support services building, a central plant, a new parking structure, and a utility distribution facility, including demolition of various existing barracks to make a site for the new buildings, make-ready site works, underground infrastructure, and other improvements. Phase I of the Harbor-UCLA Medical Center replacement project consists of five components as follows: a 24,000 square foot two-story Support Services building, a 450,000 square foot, seven-story above-grade Parking Structure with 1,500 stalls, a regional laboratory building, a 400,000 square foot outpatient/support building, and a 20,000 square foot central utility plant that serves the existing southeast building and the new buildings that are under the jurisdiction of the California Department of Health Care Access and Information.

CERTIFICATE OF ACCEPTANCE

In accordance with Section 27281 of the California Government Code, this is to certify that the interest in the real property conveyed by the Master Site Lease, dated as of February 1, 2015, by and between the Los Angeles County Public Works Financing Authority, a joint powers authority organized and existing under the laws of the State of California (the “Authority”) and the County of Los Angeles, a political subdivision of the State of California (the “County”) and, as supplemented by the First Amendment to Master Site Lease, dated as of September 1, 2015, the Second Amendment to Master Site Lease, dated as of March 1, 2016, the Third Amendment to Master Site Lease, dated as of August 1, 2019, the Fourth Amendment to Master Site Lease, dated as of October 1, 2021, the Fifth Amendment to Master Site Lease, dated as of June 1, 2022, and the Sixth Amendment to Master Site Lease, dated as of September 1, 2024 (collectively, the “Master Sublease”), each by and between the County and the Authority, from the County to the Authority, is hereby accepted by the undersigned on behalf of the Authority pursuant to authority conferred by resolution of the Board of Directors of the Authority adopted on _____, 2024, and the Authority consents to recordation thereof by its duly authorized officer.

Dated: _____, 2024

**LOS ANGELES COUNTY PUBLIC WORKS
FINANCING AUTHORITY**

By: _____
Elizabeth Buenrostro Ginsberg,
Treasurer

[Signature Page to Certificate of Acceptance]

**TO BE RECORDED AND
WHEN RECORDED RETURN TO:**

Stradling Yocca Carlson & Rauth LLP
660 Newport Center Drive, Suite 1600
Newport Beach, CA 92660
Attention: Vanessa S. Legbandt, Esq.

[Space above for Recorder's Use Only.]

**SIXTH AMENDMENT TO
MASTER SUBLEASE**

**TO BE RECORDED AND
WHEN RECORDED RETURN TO:**

Stradling Yocca Carlson & Rauth LLP
660 Newport Center Drive, Suite 1600
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Attention: Vanessa S. Legbandt, Esq.

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**SIXTH AMENDMENT TO
MASTER SUBLEASE**

by and between

COUNTY OF LOS ANGELES

and

**LOS ANGELES COUNTY PUBLIC WORKS
FINANCING AUTHORITY**

Dated as of September 1, 2024

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SIXTH AMENDMENT TO MASTER SUBLEASE

THIS SIXTH AMENDMENT TO MASTER SUBLEASE (this “Sixth Amendment”) executed and entered into as of September 1, 2024, is by and between the COUNTY OF LOS ANGELES, a political subdivision of the State of California (the “County”), and the LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY, a joint exercise of powers entity organized and existing under and by virtue of the laws of the State of California (the “Authority”).

RECITALS

WHEREAS, in order to finance and refinance certain capital improvement projects (the “2015 Projects”), the Authority previously issued the Los Angeles County Public Works Financing Authority Lease Revenue Bonds (Multiple Capital Projects), 2015 Series A, in the aggregate principal amount of \$153,215,000 (the “Series 2015A Bonds”), pursuant to a Master Indenture, dated as of February 1, 2015, by and among the Authority, the County and Zions Bancorporation, National Association, formerly known as Zions First National Bank, as trustee (the “Trustee”), as trustee, as supplemented and amended to date as described below; and

WHEREAS, the County desires to refinance all or a portion of the 2015 Projects by refunding all or a portion of the outstanding Series 2015A Bonds with proceeds of lease revenue bonds to be issued by the Authority; and

WHEREAS, the Los Angeles County Capital Asset Leasing Corporation (the “Corporation”) has issued its Lease Revenue Obligation Commercial Paper Notes (the “Commercial Paper Notes”) from time to time for, among other purposes, the interim financing of all or a portion of the capital improvement projects described on Exhibit B, attached hereto and incorporated herein (collectively, the “Series 2024H Project”); and

WHEREAS, the County desires to provide long-term financing for all or a portion of the Series 2024H Project by refinancing all or a portion of the outstanding Commercial Paper Notes and issuing additional amounts using proceeds of lease revenue bonds to be issued by the Authority; and

WHEREAS, in order to finance and refinance the 2015 Projects and various additional capital improvement projects, the County leased certain real property owned by the County, including the improvements thereto, consisting of certain components of the Martin Luther King, Jr. Community Hospital, the Los Angeles County Civic Center Heating and Refrigeration Plant, the Internal Services Department Headquarters, the Manhattan Beach Library, the Zev Yaroslavsky Family Support Center, the Antelope Valley Courthouse, the Los Angeles County Superior Court — Airport Branch, the West San Fernando Valley Courthouse, the Lost Hills Sheriff Station, the Martin Luther King, Jr. Behavioral Health Center, and the Martin Luther King, Jr. Central Plant I (collectively, the “Leased Property”) to the Authority pursuant to a Master Site Lease, dated as of February 1, 2015, recorded with the Recorder’s Office of the County on February 4, 2015 as Instrument No. 20150128156, as supplemented and amended by the First Amendment to Master Site Lease, dated as of September 1, 2015, recorded with the Recorder’s Office of the County on September 1, 2015 as Instrument No. 20151080899, the Second Amendment to Master Site Lease, dated as of March 1, 2016, recorded with the Recorder’s Office of the County on March 16, 2016 as Instrument No. 20160285434, the Third Amendment to Master Site Lease, dated as of August 1, 2019, recorded with the Recorder’s Office of the County on August 28, 2019 as Instrument No.

20190869058, the Fourth Amendment to Master Site Lease, dated as of October 1, 2021, recorded with the Recorder's Office of the County on October 28, 2021 as Instrument No. 20211620435, and the Fifth Amendment to Master Site Lease, dated as of June 1, 2022, recorded with the Recorder's Office of the County on June 2, 2022 as Instrument No. 20220588242 (collectively, the "Amended Site Lease"), each by and between the County and the Authority, and subleased the Leased Property back from the Authority pursuant to a Master Sublease, dated as of February 1, 2015, recorded with the Recorder's Office of the County on February 4, 2015 as Instrument No. 20150128157, as supplemented and amended by the First Amendment to Master Sublease, dated as of September 1, 2015, recorded with the Recorder's Office of the County on September 1, 2015 as Instrument No. 20151080900, the Second Amendment to Master Sublease, dated as of March 1, 2016, recorded with the Recorder's Office of the County on March 16, 2016 as Instrument No. 20160285435, the Third Amendment to Master Sublease, dated as of August 1, 2019, recorded with the Recorder's Office of the County on August 28, 2019 as Instrument No. 20190869059, the Fourth Amendment to Master Sublease, dated as of October 1, 2021, recorded with the Recorder's Office of the County on October 28, 2021 as Instrument No. 20211620436, and the Fifth Amendment to Master Sublease, dated as of June 1, 2022, recorded with the Recorder's Office of the County on June 2, 2022 as Instrument No. 20220588243 (collectively, the "Amended Sublease"), each by and between the Authority and the County; and

WHEREAS, the County and the Authority determined that it would be in the best interests of the County and the Authority to provide the funds necessary to finance and refinance the 2015 Projects and various additional capital improvement projects through the issuance by the Authority of the Series 2015A Bonds, the Los Angeles County Public Works Financing Authority Lease Revenue Refunding Bonds, 2015 Series B (Tax-Exempt), the Los Angeles County Public Works Financing Authority Lease Revenue Refunding Bonds, 2015 Series C (Taxable), the Los Angeles County Public Works Financing Authority Lease Revenue Bonds, 2016 Series D, the Los Angeles County Public Works Financing Authority Lease Revenue Bonds, 2019 Series E-1, the Los Angeles County Public Works Financing Authority Lease Revenue Bonds, 2019 Series E-2, the Los Angeles County Public Works Financing Authority Lease Revenue Bonds, 2021 Series F (Green Bonds), and the Los Angeles County Public Works Financing Authority Lease Revenue Refunding Bonds, 2022 Series G (Forward Delivery), in the respective aggregate principal amounts of \$153,215,000, \$133,330,000, \$85,010,000, \$255,855,000, \$219,335,000, \$32,555,000, \$260,110,000, and \$225,120,000 (collectively, the "Prior Bonds"), pursuant to a Master Indenture, dated as of February 1, 2015, by and among the Authority, the County and Trustee, as supplemented by a First Supplemental Indenture, dated as of September 1, 2015, a Second Supplemental Indenture, dated as of March 1, 2016, a Third Supplemental Indenture, dated as of November 1, 2017, a Fourth Supplemental Indenture, dated as of August 1, 2019, a Fifth Supplemental Indenture, dated as of October 1, 2021 and a Sixth Supplemental Indenture, dated as of June 1, 2022 (collectively, the "Supplemented Indenture"), each by and among the Authority, the County and the Trustee, payable from certain lease payments (the "Base Rental Payments") to be made by the County under the Amended Sublease and the other assets pledged therefor under the Supplemented Indenture; and

WHEREAS, all rights to receive the Base Rental Payments under the Amended Sublease were assigned without recourse by the Authority to the Trustee pursuant to the Supplemented Indenture; and

WHEREAS, initially capitalized terms used in these recitals without definition shall have the meanings ascribed thereto in the Supplemented Indenture; and

WHEREAS, the Supplemented Indenture provides that, subject to the conditions set forth therein, in addition to the Prior Bonds, the County, the Authority and the Trustee may by execution of a Supplemental Indenture, without the consent of the Owners of the Prior Bonds, provide for the issuance of Additional Bonds, payable from Lease Revenues; and

WHEREAS, the Amended Site Lease provides that the Amended Site Lease may be amended only in accordance with the provisions of the Amended Sublease; and

WHEREAS, the Amended Sublease provides that, the Amended Sublease and the Amended Site Lease and the rights and obligations of the Authority and the County thereunder may be amended at any time by an amendment thereof which shall become binding upon execution by the Authority and the County, without the consent of any Owners of the Prior Bonds, in order to provide for the issuance of Additional Bonds in accordance with the provisions of the Supplemented Indenture; and

WHEREAS, in order to refinance all or a portion of the 2015 Projects, to pay all or a portion of the outstanding Commercial Paper Notes, and to finance additional costs of the Series 2024H Project, the Authority and the County desire to enter into the Sixth Amendment to Master Site Lease, dated as of September 1, 2024 (the “Sixth Site Lease Amendment”) in order to amend the Amended Site Lease so as to lease certain additional real property owned by the County, including the improvements thereto, consisting of the High Desert Multi-Service Ambulatory Care Clinic (MACC) and certain additional components of the Martin Luther King, Jr. Medical Center (collectively, the “Additional Property” and, together with the Leased Property, the “Property”) and to make certain other modifications in order to provide for the issuance of Additional Bonds in accordance with the provisions of the Supplemented Indenture (the Amended Site Lease as so amended is referred to as the “Site Lease”); and

WHEREAS, in order to refinance all or a portion of the 2015 Projects, to pay all or a portion of the outstanding Commercial Paper Notes, and to finance additional costs of the Series 2024H Project, the Authority and the County desire to enter into this Sixth Amendment in order to amend the Amended Sublease so as to sublease the Additional Property, to increase the amount of Base Rental Payments payable thereunder and to make certain other modifications in order to provide for the issuance of Additional Bonds in accordance with the provisions of the Supplemented Indenture (the Amended Sublease as so amended is referred to as the “Sublease”); and

WHEREAS, the Property is more particularly described in Exhibit A hereto; and

WHEREAS, the County and the Authority have determined that it would be in the best interests of the County and the Authority to refinance all or a portion of the 2015 Projects and finance and refinance all or a portion of the Series 2024H Project through the issuance of Additional Bonds, designated “Los Angeles County Public Works Financing Authority Lease Revenue Bonds, 2024 Series H” (the “Series 2024H Bonds”), payable from Lease Revenues; and

WHEREAS, the Trustee, the Authority and the County are entering into the Seventh Supplemental Indenture, dated as of September 1, 2024, in order to provide for the issuance of the Series 2024H Bonds and to expressly provide that all rights to receive the Base Rental Payments, including the increased amounts thereof provided for in this Sixth Amendment, have been assigned without recourse by the Authority to the Trustee; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Sixth Amendment do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Sixth Amendment;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

PART 1

AMENDMENTS TO AMENDED SUBLEASE

Part 1.1 Amendments to Section 1.01. (a) Section 1.01 of the Amended Sublease is hereby amended by modifying the following terms:

“**Closing Date**” means, as appropriate to the context, the Series 2015A Closing Date, the Series 2015B/C Closing Date, the Series 2016D Closing Date, the Series 2024H Closing Date, the Series 2021F Closing Date, the Series 2022G Closing Date, the Series 2024H Closing Date, and/or the closing date(s) for any series of Additional Bonds.

“**Scheduled Termination Date**” means December 1, 2054.

(b) Section 1.01 of the Amended Sublease is hereby amended by adding the following definitions:

“**Series 2024H Closing Date**” means the date upon which the Series 2024H Bonds are delivered to the Series 2024H Bonds Original Purchaser thereof, being September __, 2024.

“**Series 2024H Bonds**” means the Los Angeles County Public Works Financing Authority Lease Revenue Bonds, 2024 Series H, issued under the Indenture.

“**Series 2024H Bonds Original Purchaser**” means BofA Securities, Inc. and Loop Capital Markets LLC, each acting on behalf of itself and on behalf of _____, the original purchasers of the Series 2024H Bonds from the Authority.

Part 1.2 Amendments to Section 3.01(b). (a) Section 3.01(b) of the Amended Sublease is hereby amended in full to read as follows:

(b) *Base Rental Payments.* Subject to the provisions of Section 3.06 hereof, the County shall, on each Base Rental Deposit Date, pay to the Authority a Base Rental Payment in an amount equal to the principal of, and interest on, the Bonds, including the Series 2015B Bonds, the Series 2015C Bonds, the Series 2016D Bonds, the Series 2024H Bonds, the Series 2021F Bonds, the Series 2022G Bonds, and the Series 2024H Bonds, due and payable on the next succeeding Principal Payment Date or Interest Payment Date, as applicable, including any such principal due and payable by reason of mandatory sinking fund redemption of the Bonds;

provided, however, that the amount of such Base Rental Payment shall be reduced by the amount, if any, available in the Payment Fund, the Principal Account or the Interest Account on such Base Rental Deposit Date to pay such principal of, or interest on, the Bonds.

Part 1.3 Amendments to Section 4.09. Immediately upon the receipt by the Authority of the written consent or deemed consent of the Owners of a majority of the aggregate principal amount of Bonds Outstanding, exclusive of Bonds disqualified as provided in Section 10.06 of the Indenture, Section 4.09 of the Amended Sublease shall be amended in full to read as follows:

Section 4.09 Additions to Property. Subject to Section 4.12 hereof, the County and any sublessee shall, at its own expense, have the right to make additions, modifications and improvements to the Property. To the extent that the removal of such additions, modifications or improvements would not cause material damage to the Property, such additions, modifications and improvements shall remain the sole property of the County or such sublessee, and neither the Authority nor the Trustee shall have any interest therein. Except to the extent permitted by the following paragraph, such additions, modifications and improvements shall not cause permanent and material damage to the Property or cause it to be used for purposes other than those authorized under the provisions of state and federal law, and the Property, upon completion of any additions, modifications or improvements made pursuant to this Section, shall be of a value which is at least equal to the value of the Property immediately prior to the making of such additions, modifications or improvements.

Notwithstanding the foregoing, the County may demolish or remove improvements from the Property (regardless of whether such improvements will be replaced); provided that a qualified employee of the County or an independent certified real estate appraiser selected by the County shall have found (and shall have delivered a certificate to the Trustee setting forth its findings) that (i) the sum of Base Rental Payments plus Additional Rental Payments due under the Sublease in any Rental Period is not in excess of the annual fair rental value of the Property, after such demolition and removal, and (ii) the Property, after such demolition and removal, has a useful life equal to or greater than the maximum remaining term of this Sublease (including extensions thereof under Section 2.02).

Part 1.4 Amendments to Section 6.02(a). (a) Section 6.02(a) of the Amended Sublease is hereby amended in full to read as follows:

(a) The County shall have the right to cause the Bonds to be redeemed pursuant to, and in accordance with the provisions of, Section 11.05(a), Section 12.05(a), Section 13.05(a), Section 14.05(a), Section 14.05(c), Section 15.05(a), Section 16.05(a), or Section 17.05(a) of the Indenture by providing the Trustee with funds sufficient for such purpose (which funds may be derived by the County from any source) and giving notice of the County's exercise of such right as provided in subsection (b) of this Section.

Part 1.5 Amendments to Exhibit A. Exhibit A of the Amended Sublease is hereby amended and replaced with Exhibit A to this Sixth Amendment.

PART 2

MISCELLANEOUS

Part 2.1 Effect of Sixth Amendment. This Sixth Amendment and all of the terms and provisions herein contained shall form part of the Amended Sublease as fully and with the same effect as if all such terms and provisions had been set forth in the Amended Sublease. The Amended Sublease is hereby ratified and confirmed and shall continue in full force and effect in accordance with the terms and provisions thereof, as heretofore amended and supplemented, and as amended and supplemented hereby. If there shall be any conflict between the terms of this Sixth Amendment and the terms of the Amended Sublease (as in effect on the day prior to the effective date of this Sixth Amendment), the terms of this Sixth Amendment shall prevail.

Part 2.2 Execution in Counterparts. This Sixth Amendment may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Part 2.3 Effective Date. Except to the extent otherwise provided in Part 1.3 hereof, this Sixth Amendment shall become effective upon the Series 2024H Closing Date.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Authority and the County have caused this Sixth Amendment to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

**LOS ANGELES COUNTY PUBLIC WORKS
FINANCING AUTHORITY**

By: _____
Elizabeth Buenrostro Ginsberg,
Treasurer

COUNTY OF LOS ANGELES

By: _____
Elizabeth Buenrostro Ginsberg,
Treasurer and Tax Collector

[Signature Page to Sixth Amendment to Master Sublease]

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 LOS ANGELES)

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____

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 of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

Title Or Type Of Document

- Partner(s) Limited General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____

Number Of Pages

Signer is representing:
Name Of Person(s) Or Entity(ies)

Date Of Documents

Signer(s) Other Than Named Above

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 LOS ANGELES)

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____

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 of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

Title Or Type Of Document

- Partner(s) Limited General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____

Number Of Pages

Signer is representing:
Name Of Person(s) Or Entity(ies)

Date Of Documents

Signer(s) Other Than Named Above

EXHIBIT A

DESCRIPTION OF THE PROPERTY

[Legal Description To Come]

EXHIBIT B

DESCRIPTION OF THE SERIES 2024H PROJECT

The Harbor-UCLA Medical Center replacement project is located at 1000 West Carson Street, Torrance, California 90502. The project consists of new construction of an acute care inpatient tower, an outpatient treatment building, a support services building, a central plant, a new parking structure, and a utility distribution facility, including demolition of various existing barracks to make a site for the new buildings, make-ready site works, underground infrastructure, and other improvements. Phase I of the Harbor-UCLA Medical Center replacement project consists of five components as follows: a 24,000 square foot two-story Support Services building, a 450,000 square foot, seven-story above-grade Parking Structure with 1,500 stalls, a regional laboratory building, a 400,000 square foot outpatient/support building, and a 20,000 square foot central utility plant that serves the existing southeast building and the new buildings that are under the jurisdiction of the California Department of Health Care Access and Information.

CERTIFICATE OF ACCEPTANCE

In accordance with Section 27281 of the California Government Code, this is to certify that the interest in the real property conveyed by the Master Sublease, dated as of February 1, 2015, by and between the Los Angeles County Public Works Financing Authority, a joint powers authority organized and existing under the laws of the State of California (the “Authority”) and the County of Los Angeles, a political subdivision of the State of California (the “County”) and, as supplemented by the First Amendment to Master Sublease, dated as of September 1, 2015, the Second Amendment to Master Sublease, dated as of March 1, 2016, the Third Amendment to Master Sublease, dated as of August 1, 2019, the Fourth Amendment to Master Sublease, dated as of October 1, 2021, the Fifth Amendment to Master Sublease, dated as of June 1, 2022, and the Sixth Amendment to Master Sublease, dated as of September 1, 2024 (collectively, the “Master Sublease”), each by and between the County and the Authority, from the Authority to the County, is hereby accepted by the undersigned on behalf of the County pursuant to authority conferred by resolution of the Board of Supervisors of the County adopted on _____, 2024, and the County consents to recordation thereof by its duly authorized officer.

Dated: _____, 2024

COUNTY OF LOS ANGELES

By: _____
Elizabeth Buenrostro Ginsberg,
Treasurer and Tax Collector

[Signature Page to Certificate of Acceptance]

**SEVENTH SUPPLEMENTAL
INDENTURE**

by and among

LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY

and

COUNTY OF LOS ANGELES

and

**ZIONS BANCORPORATION, NATIONAL ASSOCIATION
Dated as of September 1, 2024**

Relating to

**Los Angeles County Public Works Financing Authority
Lease Revenue Bonds, 2024 Series H**

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SEVENTH SUPPLEMENTAL INDENTURE

THIS SEVENTH SUPPLEMENTAL INDENTURE (this “Seventh Supplemental Indenture”), is made and entered into as of September 1, 2024, by and among the LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY, a joint exercise of powers entity organized and existing under and by virtue of the laws of the State of California (the “Authority”), the COUNTY OF LOS ANGELES, a political subdivision of the State of California (the “County”), and ZIONS BANCORPORATION, NATIONAL ASSOCIATION, a national banking association duly organized and existing under and by virtue of the laws of the United States of America, formerly known as Zions First National Bank, as trustee (the “Trustee”).

WITNESSETH:

WHEREAS, in order to finance and refinance certain capital improvement projects (the “Series 2015A Projects”), the Authority previously issued the Los Angeles County Public Works Financing Authority Lease Revenue Bonds (Multiple Capital Projects), 2015 Series A, in the aggregate principal amount of \$153,215,000 (the “Series 2015A Bonds”), pursuant to a Master Indenture, dated as of February 1, 2015, by and among the Authority, the County and Zions Bancorporation, National Association, formerly known as Zions First National Bank, as trustee (the “Trustee”), as trustee, as supplemented and amended to date as described below; and

WHEREAS, the County desires to refinance all or a portion of the Series 2015A Projects by refunding all or a portion of the outstanding Series 2015A Bonds with proceeds of lease revenue bonds to be issued by the Authority; and

WHEREAS, the Los Angeles County Capital Asset Leasing Corporation (the “Corporation”) has issued its Lease Revenue Obligation Commercial Paper Notes (the “Commercial Paper Notes”) from time to time for, among other purposes, the interim financing of all or a portion of the capital improvement projects described on Exhibit B, attached hereto and incorporated herein (collectively, the “Series 2024H Project”); and

WHEREAS, the County desires to provide long-term financing for all or a portion of the Series 2024H Project by refinancing all or a portion of the outstanding Commercial Paper Notes and issuing additional amounts using proceeds of lease revenue bonds to be issued by the Authority; and

WHEREAS, in order to finance and refinance the Series 2015A Projects and various additional capital improvement projects, the County leased certain real property owned by the County, including the improvements thereto, consisting of certain components of the Martin Luther King, Jr. Community Hospital, the Los Angeles County Civic Center Heating and Refrigeration Plant, the Internal Services Department Headquarters, the Manhattan Beach Library, the Zev Yaroslavsky Family Support Center, the Antelope Valley Courthouse, the Los Angeles County Superior Court — Airport Branch, the West San Fernando Valley Courthouse, the Lost Hills Sheriff Station, the Martin Luther King, Jr. Behavioral Health Center and the Martin Luther King, Jr. Central Plant I (collectively, the “Leased Property”) to the Authority pursuant to a Master Site Lease, dated as of February 1, 2015, recorded with the Recorder’s Office of the County on February 4, 2015 as Instrument No. 20150128156, as supplemented and amended by the First Amendment to Master Site Lease, dated as of September 1, 2015, recorded with the Recorder’s Office of the County on September 1, 2015 as Instrument No. 20151080899, the Second Amendment to Master Site Lease,

dated as of March 1, 2016, recorded with the Recorder's Office of the County on March 16, 2016 as Instrument No. 20160285434, the Third Amendment to Master Site Lease, dated as of August 1, 2019, recorded with the Recorder's Office of the County on August 28, 2019 as Instrument No. 20190869058, the Fourth Amendment to Master Site Lease, dated as of October 1, 2021, recorded with the Recorder's Office of the County on October 28, 2021 as Instrument No. 20211620435, and the Fifth Amendment to Master Site Lease, dated as of June 1, 2022, recorded with the Recorder's Office of the County on June 2, 2022 as Instrument No. 20220588242 (collectively, the "Amended Site Lease"), each by and between the County and the Authority, and subleased the Leased Property back from the Authority pursuant to a Master Sublease, dated as of February 1, 2015, recorded with the Recorder's Office of the County on February 4, 2015 as Instrument No. 20150128157, as supplemented and amended by the First Amendment to Master Sublease, dated as of September 1, 2015, recorded with the Recorder's Office of the County on September 1, 2015 as Instrument No. 20151080900, the Second Amendment to Master Sublease, dated as of March 1, 2016, recorded with the Recorder's Office of the County on March 16, 2016 as Instrument No. 20160285435, the Third Amendment to Master Sublease, dated as of August 1, 2019, recorded with the Recorder's Office of the County on August 28, 2019 as Instrument No. 20190869059, the Fourth Amendment to Master Sublease, dated as of October 1, 2021, recorded with the Recorder's Office of the County on October 28, 2021 as Instrument No. 20211620436, and the Fifth Amendment to Master Sublease, dated as of June 1, 2022, recorded with the Recorder's Office of the County on June 2, 2022 as Instrument No. 20220588243 (collectively, the "Amended Sublease"), each by and between the Authority and the County; and

WHEREAS, the County and the Authority determined that it would be in the best interests of the County and the Authority to provide the funds necessary to finance and refinance the Series 2015A Projects and various additional capital improvement projects through the issuance by the Authority of the Series 2015A Bonds, the Los Angeles County Public Works Financing Authority Lease Revenue Refunding Bonds, 2015 Series B (Tax-Exempt), the Los Angeles County Public Works Financing Authority Lease Revenue Refunding Bonds, 2015 Series C (Taxable), the Los Angeles County Public Works Financing Authority Lease Revenue Bonds, 2016 Series D, the Los Angeles County Public Works Financing Authority Lease Revenue Bonds, 2019 Series E-1, the Los Angeles County Public Works Financing Authority Lease Revenue Bonds, 2019 Series E-2, the Los Angeles County Public Works Financing Authority Lease Revenue Bonds, 2021 Series F (Green Bonds), and the Los Angeles County Public Works Financing Authority Lease Revenue Refunding Bonds, 2022 Series G (Forward Delivery), in the respective aggregate principal amounts of \$153,215,000, \$133,330,000, \$85,010,000, \$255,855,000, \$219,335,000, \$32,555,000, \$260,110,000, and \$225,120,000 (collectively, the "Prior Bonds"), pursuant to a Master Indenture, dated as of February 1, 2015, by and among the Authority, the County and Trustee, as supplemented by a First Supplemental Indenture, dated as of September 1, 2015, a Second Supplemental Indenture, dated as of March 1, 2016, a Third Supplemental Indenture, dated as of November 1, 2017, a Fourth Supplemental Indenture, dated as of August 1, 2019, a Fifth Supplemental Indenture, dated as of October 1, 2021 and a Sixth Supplemental Indenture, dated as of June 1, 2022 (collectively, the "Supplemented Indenture"), each by and among the Authority, the County and the Trustee, payable from certain lease payments (the "Base Rental Payments") to be made by the County under the Amended Sublease and the other assets pledged therefor under the Supplemented Indenture; and

WHEREAS, all rights to receive the Base Rental Payments under the Amended Sublease were assigned without recourse by the Authority to the Trustee pursuant to the Supplemented Indenture; and

WHEREAS, initially capitalized terms used in these recitals without definition shall have the meanings ascribed thereto in the Supplemented Indenture; and

WHEREAS, the Supplemented Indenture provides that, subject to the conditions set forth therein, in addition to the Prior Bonds, the County, the Authority and the Trustee may by execution of a Supplemental Indenture, without the consent of the Owners of the Prior Bonds, provide for the issuance of Additional Bonds, payable from Lease Revenues; and

WHEREAS, the Amended Site Lease provides that the Amended Site Lease may be amended only in accordance with the provisions of the Amended Sublease; and

WHEREAS, the Amended Sublease provides that, the Amended Sublease and the Amended Site Lease and the rights and obligations of the Authority and the County thereunder may be amended at any time by an amendment thereof which shall become binding upon execution by the Authority and the County, without the consent of any Owners of the Prior Bonds, in order to provide for the issuance of Additional Bonds in accordance with the provisions of the Supplemented Indenture; and

WHEREAS, in order to refinance all or a portion of the Series 2015A Projects, to pay all or a portion of the outstanding Commercial Paper Notes, and to finance the cost of the Series 2024H Project, the Authority and the County desire to enter into the Sixth Amendment to Master Site Lease, dated as of September 1, 2024 (the “Sixth Site Lease Amendment”) in order to amend the Amended Site Lease so as to lease certain additional real property owned by the County, including the improvements thereto, consisting of High Desert Multi-Service Ambulatory Care Clinic (MACC) and certain additional components of the Martin Luther King, Jr. Medical Center (collectively, the “Additional Property” and, together with the Leased Property, the “Property”) and to make certain other modifications in order to provide for the issuance of Additional Bonds in accordance with the provisions of the Supplemented Indenture (the Amended Site Lease as so amended is referred to as the “Site Lease”); and

WHEREAS, in order to refinance all or a portion of the Series 2015A Projects, to pay all or a portion of the outstanding Commercial Paper Notes, and to finance the cost of the Series 2024H Project, the Authority and the County desire to enter into the Sixth Amendment to Master Sublease, dated as of September 1, 2024 (the “Sixth Sublease Amendment”) in order to amend the Amended Sublease so as to sublease the Additional Property, to increase the amount of Base Rental Payments payable thereunder and to make certain other modifications in order to provide for the issuance of Additional Bonds in accordance with the provisions of the Supplemented Indenture (the Amended Sublease as so amended is referred to as the “Sublease”); and

WHEREAS, the County and the Authority have determined that it would be in the best interests of the County and the Authority to refinance all or a portion of the Series 2015A Projects, to pay a portion of the outstanding Commercial Paper Notes, and to finance additional costs of the Series 2024H Project through the issuance of Additional Bonds, designated “Los Angeles County Public Works Financing Authority Lease Revenue Bonds, 2024 Series H” (the “Series 2024H Bonds”), payable from Lease Revenues; and

WHEREAS, the Trustee, the Authority and the County are entering into this Seventh Supplemental Indenture in order to provide for the issuance of the Series 2024H Bonds and to expressly provide that all rights to receive the Base Rental Payments, including the increased

amounts thereof provided for in the Sixth Sublease Amendment, have been assigned without recourse by the Authority to the Trustee; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Seventh Supplemental Indenture do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Seventh Supplemental Indenture;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements and covenants contained herein and for other valuable consideration, the parties do hereby agree as follows:

PART 1

PARTICULAR AMENDMENTS

Part 1.1. Amendments to Section 1.01. (a) Section 1.01 of the Supplemented Indenture is hereby amended by modifying the following terms:

“Closing Date” means, as appropriate to the context, the Series 2015A Closing Date, the Series 2015B/C Closing Date, the Series 2016D Closing Date, the Series 2019E Closing Date, the Series 2021F Closing Date, the Series 2022G Closing Date, the Series 2024H Closing Date, and/or the closing date(s) for any series of Additional Bonds.

“Interest Payment Date” means, (a) with respect to the Series 2015A Bonds, each June 1 and December 1, commencing December 1, 2015, (b) with respect to the Series 2015B Bonds and the Series 2015C Bonds, each June 1 and December 1, commencing December 1, 2015, (c) with respect to the Series 2016D Bonds, each June 1 and December 1, commencing December 1, 2016, (d) with respect to the Series 2019E Bonds, each June 1 and December 1, commencing December 1, 2019, (e) with respect to the Series 2021F Bonds, each June 1 and December 1, commencing June 1, 2022, (f) with respect to the Series 2022G Bonds, each June 1 and December 1, commencing December 1, 2022, and (g) with respect to the Series 2024H Bonds, each June 1 and December 1, commencing December 1, 2024.

“Original Purchaser” means (a) with respect to the Series 2015A Bonds, Barclays Capital Inc., on behalf of itself and on behalf of J.P. Morgan Securities LLC, Siebert Brandford Shank & Co., L.L.C. and Edward Jones, the original purchasers of the Series 2015A Bonds from the Authority, (b) with respect to the Series 2015B Bonds and the Series 2015C Bonds, Goldman, Sachs & Co., on behalf of itself and on behalf of Morgan Stanley & Co. LLC, Raymond James & Associates, Inc., Backstrom McCarley Berry & Co., LLC and KeyBanc Capital Markets Inc., the original purchasers of the Series 2015B Bonds and the Series 2015C Bonds from the Authority, (c) with respect to the Series 2016D Bonds, J.P. Morgan Securities LLC, on behalf of itself and on behalf of Citigroup Global Markets Inc., RBC Capital Markets, LLC, Cabrera Capital Markets LLC, Jefferies LLC and Loop Capital Markets LLC, (d) with respect to the Series 2019E Bonds, Citigroup Global Markets Inc., on behalf of itself and on behalf of J.P. Morgan Securities LLC, Backstrom McCarley Berry & Co. LLC, Blaylock Van, LLC and Ramirez & Co., Inc., (e) with respect to the Series 2021F Bonds, Siebert Williams Shank & Co., LLC and BofA Securities, Inc., on behalf of

themselves and on behalf of themselves and as representative of American Veterans Group, PBC, Cabrera Capital Markets, LLC and Piper Sandler & Co., (f) with respect to the Series 2022G Bonds, BofA Securities, Inc. and Siebert Williams Shank & Co., LLC, on behalf of themselves and as representative of American Veterans Group, PBC, Cabrera Capital Markets, LLC and Piper Sandler & Co., and (g) with respect to the Series 2024H Bonds, BofA Securities, Inc. and Loop Capital Markets LLC, each acting on behalf of itself and on behalf of _____.

“**Rebate Requirement**” has the meaning ascribed thereto in the Tax Certificate, the Tax Certificate (Series 2015B Bonds), the Tax Certificate (Series 2016D Bonds), the Tax Certificate (Series 2019E Bonds), the Tax Certificate (Series 2021F Bonds), the Tax Certificate (Series 2022G Bonds), or the Tax Certificate (Series 2024H Bonds), as applicable.

(b) Section 1.01 of the Supplemented Indenture is hereby amended by adding thereto the following definitions:

“**Continuing Disclosure Certificate (Series 2024H Bonds)**” means the Continuing Disclosure Certificate, dated _____, 2024, executed by the County, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

“**Escrow Bank**” means Zions Bancorporation, National Association, acting as escrow bank and as trustee under the Escrow Agreement.

“**Escrow Agreement**” means the Escrow Agreement, dated September 1, 2024, by and between the Authority and the Escrow Bank, relating to the refunding of the Series 2015A Bonds.

“**Participating Underwriter (Series 2024H Bonds)**” has the meaning ascribed thereto in the Continuing Disclosure Certificate (Series 2024H Bonds).

“**Series 2024H Bonds**” means the Los Angeles County Public Works Financing Authority Lease Revenue Bonds, 2024 Series H, issued under the Indenture.

“**Series 2024H Closing Date**” means the date upon which the Series 2024H Bonds are delivered to the Original Purchaser thereof, being _____, 2024.

“**Series 2024H Project**” means the capital improvements described as the Series 2024H Project in Exhibit B hereto.

“**Series 2024H Project Account**” means the Series 2024H Project Account to be established and maintained by the Trustee under Section 17.04(a)(4) hereof.

“**Tax Certificate (Series 2024H Bonds)**” means the Tax Certificate executed by the Authority and the County at the time of issuance of the Series 2024H Bonds relating to the requirements of Section 148 of the Code, as originally executed and as it may from time to time be amended in accordance with the provisions thereof.

Part 1.2. Amendment to Section 4.01. The second paragraph of Section 4.01 of the Supplemented Indenture is hereby amended and supplemented to read as follows:

In order to secure the pledge of the Lease Revenues contained in this Section, the Authority hereby sells, assigns and transfers to the Trustee, irrevocably and absolutely, without recourse, for the benefit of the Owners, all of its right, title and interest in and to the Site Lease (as heretofore amended and as same shall be amended from time to time) and the Sublease (as heretofore amended and as same shall be amended from time to time), including, without limitation, the right to receive Base Rental Payments and the right to exercise any remedies provided in the Sublease in the event of a default by the County thereunder; provided, however, that the Authority shall retain the rights to indemnification and to payment or reimbursement of its reasonable costs and expenses under the Sublease. The Trustee hereby accepts said assignment for the benefit of the Owners, subject to the provisions of this Indenture.

PART 2

ADDITION OF ARTICLE XVII

Part 2.1. Addition of Article XVII. The Master Indenture is hereby amended and supplemented by adding thereto an additional Article as follows:

ARTICLE XVII

SERIES 2024H BONDS

Section 17.01. Issuance of Series 2024H Bonds. The Authority may, at any time, execute the Series 2024H Bonds, in the aggregate principal amount of \$_____, for issuance hereunder and deliver the same to the Trustee. The Trustee shall authenticate the Series 2024H Bonds and deliver the Series 2024H Bonds to the Original Purchaser thereof upon receipt of a Written Request of the Authority and upon receipt of the purchase price therefor.

Section 17.02. Terms of Series 2024H Bonds; Interest Computation.

(a) The Series 2024H Bonds shall be designated the “Los Angeles County Public Works Financing Authority Lease Revenue Bonds, 2024 Series H.” The aggregate principal amount of Series 2024H Bonds that may be issued and Outstanding under this Indenture shall not exceed \$_____, except as may be otherwise provided in Section 2.11 hereof.

(b) The Series 2024H Bonds shall be issued in fully registered form without coupons in Authorized Denominations, so long as no Series 2024H Bond shall have more than one maturity date. The Series 2024H Bonds shall be dated the Series 2024H Closing Date, shall be issued in the aggregate principal amount of \$_____, shall mature on December 1 of each year and shall bear interest (calculated on the basis of a 360-day year comprised of twelve 30-day months) at the rates per annum as follows:

<u>Maturity Date</u> <u>(December 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
2024	\$	%
2025		
2026		

2027
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2054

(c) Interest on the Series 2024H Bonds shall be payable from the Interest Payment Date next preceding the date of authentication thereof unless (i) a Series 2024H Bond is authenticated on or before an Interest Payment Date and after the close of business on the preceding Record Date, in which event it shall bear interest from such Interest Payment Date, (ii) a Series 2024H Bond is authenticated on or before the first Record Date, in which event interest thereon shall be payable from the dated date thereof, or (iii) interest on any Series 2024H Bond is in default as of the date of authentication thereof, in which event interest thereon shall be payable from the date to which interest has been paid in full, payable on each Interest Payment Date. Interest shall be paid in lawful money of the United States on each Interest Payment Date to the Persons in whose names the ownership of the Series 2024H Bonds is registered on the Registration Books at the close of business on the immediately preceding Record Date, except as provided below. Interest shall be paid by wire or check of the Trustee mailed by first class mail, postage prepaid, on each Interest Payment Date to the Series 2024H Bond Owners at their respective addresses shown on the Registration Books as of the close of business on the preceding Record Date.

(d) The principal and premium, if any, of the Series 2024H Bonds shall be payable in lawful money of the United States of America upon presentation and surrender thereof upon maturity or earlier redemption at the Office of the Trustee.

(e) The Series 2024H Bonds shall be subject to redemption as provided in Section 17.05.

(f) The Series 2024H Bonds shall initially be issued as Book-Entry Bonds.

(g) The Series 2024H Bonds shall not constitute Common Reserve Bonds and shall not be secured by any Reserve Account.

(h) No amounts on deposit in the Reserve Fund, including the Common Reserve Account or any other account established in the Reserve Fund to secure any other series of Bonds, shall secure payment of or be available to pay debt service on the Series 2024H Bonds.

Section 17.03. Form of Series 2024H Bonds. The Series 2024H Bonds shall be in substantially the form set forth in Exhibit A hereto, with appropriate or necessary insertions, omissions and variations as permitted or required hereby.

Section 17.04. Deposit of Proceeds of Series 2024H Bonds. (a) On the Series 2024H Closing Date, the proceeds received from the sale of the Series 2024H Bonds shall be deposited by the Trustee as follows:

(1) The Trustee shall deposit in the Costs of Issuance Fund the amount of \$_____, which the Trustee shall reopen and reestablish in connection with the issuance of the Series 2024H Bonds. On the date that is six months after the Series 2024H Closing Date, the Trustee shall transfer any amounts then remaining in the Costs of Issuance Fund to the Series 2024H Project Account of the Project Fund, and upon such transfer the Costs of Issuance Fund shall be closed.

(2) The Trustee shall deposit the amount of \$_____ in a fund designated the “2024 Refunded Commercial Paper Note Fund,” which the Trustee shall establish and maintain. The Trustee, on the Series 2024H Closing Date, shall (1) transfer to the Commercial Paper Note Issuing and Paying Agent the amount of \$_____ for deposit in the Base Rental Account of the Issuing and Paying Agent Fund (as such terms are defined in the Commercial Paper Note Trust Agreement) to be applied, with other funds therein, to reimburse the related letter of credit provider bank after the payment, at maturity, of the Refunded Commercial Paper Notes in accordance with the provisions of the Commercial Paper Note Trust Agreement, and (2) upon such transfer the 2024 Refunded Commercial Paper Note Fund shall be closed.

(3) The Trustee shall transfer the amount of \$_____ to the Escrow Bank for application in accordance with the Escrow Agreement.

(4) In connection with the issuance of the Series 2024H Bonds, the Trustee shall establish and maintain within the Project Fund a separate account designated the “Series 2024H Projects Account,” and shall deposit in the Series 2024H Projects Account of the Project Fund the amount of \$_____.

Section 17.05. Redemption of Series 2024H Bonds. The Series 2024H Bonds shall be subject to redemption as follows:

(a) *Optional Redemption.* The Series 2024H Bonds maturing on or before December 1, 20__ are not subject to optional redemption prior to their respective stated maturity dates. The Series 2024H Bonds maturing on or after December 1, 20__, are subject to optional redemption prior to their respective stated maturity dates, on any date on or after December 1, 20__, in whole or in part, in Authorized Denominations, from (i) amounts received from the County in connection with the

County’s exercise of its right pursuant to the Sublease to cause Bonds to be optionally redeemed, or (ii) any other source of available funds, at a redemption price equal to the principal amount thereof, plus accrued interest thereon to the date fixed for redemption, without premium.

(b) The Series 2024H Bonds maturing December 1, 20__ (the “Series 2024H 20__ Term Bonds”) shall be subject to mandatory sinking fund redemption, in part, on December 1 in each year, commencing December 1, 20__, at a redemption price equal to the principal amount thereof, plus accrued interest thereon to the date fixed for redemption, without premium, in the aggregate respective principal amounts in the respective years as follows:

Sinking Fund Redemption Date (December 1)	Principal Amount to be Redeemed
	\$

(Maturity)

The Series 2024H Bonds maturing December 1, 20__ (the “Series 2024H 20__ Term Bonds”) shall be subject to mandatory sinking fund redemption, in part, on December 1 in each year, commencing December 1, 20__, at a redemption price equal to the principal amount thereof, plus accrued interest thereon to the date fixed for redemption, without premium, in the aggregate respective principal amounts in the respective years as follows:

Sinking Fund Redemption Date (December 1)	Principal Amount to be Redeemed
	\$

(Maturity)

If some but not all of the Series 2024H 20__ Term Bonds or the Series 2024H 20__ Term Bonds are redeemed pursuant to Section 3.01 of the Master Indenture, the principal amount of such Bonds to be redeemed pursuant to this Section shall be reduced by the aggregate principal amount of the Series 2024H 20__ Term Bonds or the Series 2024H 20__ Term Bonds so redeemed pursuant to Section 3.01 of the Master Indenture, such reduction to be allocated among redemption dates in Authorized Denominations as designated by the County in a Written Certificate of the County delivered to the Trustee. If some but not all of the Series 2024H 20__ Term Bonds or the Series 2024H 20__ Term Bonds are redeemed pursuant to Section 17.05(a) hereof, the principal amount of such Bonds to be redeemed pursuant to this Section shall be reduced by the aggregate principal amount of the Series 2024H 20__ Term Bonds or the Series 2024H 20__ Term Bonds so redeemed pursuant to Section 17.05(a) hereof, such reduction to be allocated among redemption dates in Authorized Denominations, as designated by the County in a Written Certificate of the County delivered to the Trustee.

(c) *Selection.* If some but not all of the Series 2024H Bonds are redeemed pursuant to Section 17.05(a) hereof, the Trustee shall select the Series 2024H Bonds to be redeemed as directed in a Written Certificate of the County.

Section 17.06. Tax Covenants. Notwithstanding any other provision of this Indenture, absent an Opinion of Counsel that the exclusion from gross income of interest on the Series 2024H Bonds will not be adversely affected for federal income tax purposes, the County and the Authority covenant to comply with all applicable requirements of the Code necessary to preserve such exclusion from gross income and specifically covenants, without limiting the generality of the foregoing, as follows:

(a) *Private Activity.* With respect to the Series 2024H Bonds, neither the Authority nor the County will take or omit to take any action or make any use of the proceeds of the Series 2024H Bonds or of any other moneys or property which would cause the Series 2024H Bonds to be “private activity bonds” within the meaning of Section 141 of the Code.

(b) *Arbitrage.* Neither the Authority nor the County will make any use of the proceeds of the Series 2024H Bonds or of any other amounts or property, regardless of the source, or take or omit to take any action which would cause the Series 2024H Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code.

(c) *Federal Guarantee.* Neither the Authority nor the County will make any use of the proceeds of the Series 2024H Bonds or take or omit to take any action that would cause the Series 2024H Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Code.

(d) *Information Reporting.* The Authority and the County will take or cause to be taken all necessary action to comply with the informational reporting requirement of Section 149(e) of the Code.

(e) *Miscellaneous.* Neither the Authority nor the County will take any action inconsistent with their expectations stated in any Tax Certificate executed with respect to the Series 2024H Bonds. The Authority and the County will comply with the covenants and requirements stated in any Tax Certificate executed with respect to the Series 2024H Bonds.

This Section and the covenants set forth herein shall not be applicable to, and nothing contained herein shall be deemed to prevent the Authority from issuing Bonds the interest on which has been determined by the Board to be subject to federal income taxation.

Section 17.07. Rebate Fund.

(a) *Maintenance of Rebate Fund.* The Trustee shall maintain within the Rebate Fund, when needed, separate accounts (solely from amounts deposited by the Authority) designated the “Series 2024H Rebate Account.” Absent an Opinion of Counsel that the exclusion from gross income for federal income tax purposes of interest on the Series 2024H Bonds will not be adversely affected, the Authority shall cause to be deposited in each such account of the Rebate Fund such amounts as are required to be deposited therein pursuant to this Section and the Tax Certificate (Series 2024H Bonds). All money at any time deposited in the Rebate Fund shall be held by the Trustee in trust for payment to the United States Treasury. All amounts on deposit in the Series 2024H Rebate Account of the Rebate Fund shall be governed by this Section 17.07 and the Tax

Certificate (Series 2024H Bonds), unless and to the extent that the Authority delivers to the Trustee an Opinion of Counsel that the exclusion from gross income for federal income tax purposes of interest on the Series 2024H Bonds will not be adversely affected if such requirements are not satisfied. Notwithstanding any other provision of this Indenture, the Trustee shall be deemed conclusively to have complied with this Section 17.07 and the Tax Certificate (Series 2024H Bonds) if it follows the directions set forth in any Written Request of the Authority or Written Certificate of the Authority and shall be fully protected in so doing. The Trustee shall have no independent responsibility to, or liability resulting from its failure to, enforce compliance by the Authority with the terms of this Section 17.07 or the Tax Certificate (Series 2024H Bonds).

(b) *Series 2024H Rebate Account.* The following requirements shall be satisfied with respect to the Series 2024H Rebate Account:

(i) *Annual Computation.* Within 55 days of the end of each Bond Year, the Authority shall calculate or cause to be calculated the amount of rebatable arbitrage, in accordance with Section 148(f)(2) of the Code and Section 1.148-3 of the Treasury Regulations (taking into account any applicable exceptions with respect to the computation of the rebatable arbitrage, described, if applicable, in the Tax Certificate (Series 2024H Bonds) (e.g., the temporary investments exceptions of Section 148(f)(4)(B) and (C) of the Code), and taking into account whether the election pursuant to Section 148(f)(4)(C)(vii) of the Code (the “1½% Penalty”) has been made), for this purpose treating the last day of the applicable Bond Year as a computation date, within the meaning of Section 1.148 1(b) of the Treasury Regulations (the “Rebatable Arbitrage”). The Authority shall obtain expert advice as to the amount of the Rebatable Arbitrage to comply with this Section 17.07.

(ii) *Annual Transfer.* Within 55 days of the end of each applicable Bond Year, upon receipt of the Written Request of the Authority, an amount shall be deposited to the applicable Series 2024H Rebate Account by the Trustee from any Lease Revenues specified by the Authority in the aforesaid Request, if and to the extent required so that the balance in the Series 2024H Rebate Account shall equal the amount of Rebatable Arbitrage so calculated in accordance with (i) of this Subsection (b). In the event that immediately following the transfer required by the previous sentence, the amount then on deposit to the credit of a Series 2024H Rebate Account exceeds the amount required to be on deposit therein, upon receipt of a Written Request of the Authority, the Trustee shall withdraw the excess from the applicable Series 2024H Rebate Account and then credit the excess to the Payment Fund.

(iii) *Payment to the Treasury.* The Trustee shall pay, as directed by Written Request of the Authority, to the United States Treasury, out of amounts in the Series 2024H Rebate Account,

(A) Not later than 60 days after the end of (A) the fifth Bond Year, and (B) each applicable fifth Bond Year thereafter, an amount equal to at least 90% of the Rebatable Arbitrage as set forth in a Written Certificate of the Authority delivered to the Trustee calculated as of the end of such Bond Year; and

(B) Not later than 60 days after the payment of all the Series 2024H Bonds, an amount equal to 100% of the Rebatable Arbitrage as set forth in a Written Certificate of the Authority delivered to the Trustee calculated as of the end of such

applicable Bond Year, and any income attributable to the Rebatable Arbitrage, as set forth in a Written Certificate of the Authority delivered to the Trustee computed in accordance with Section 148(f) of the Code.

In the event that, prior to the time of any payment required to be made from a Series 2024H Rebate Account, the amount in such Series 2024H Rebate Account is not sufficient to make such payment when such payment is due, the Authority shall calculate or cause to be calculated the amount of such deficiency and deposit with the Trustee an amount received from any legally available source equal to such deficiency prior to the time such payment is due. Each payment required to be made pursuant to this subsection (b) shall be made to the Internal Revenue Service Center, Ogden, Utah 84207 on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038 T (which form shall be completed and provided by the Authority to the Trustee), or shall be made in such other manner as provided under the Code, in each case as specified in a Written Request of the Authority delivered to the Trustee.

(c) *Disposition of Unexpended Funds.* Any funds remaining in the Series 2024H Rebate Account of the Rebate Fund after redemption and payment of the Series 2024H Bonds and the payments of all amounts described in subsection (b)(iii)(A) or (b)(iii)(B) (whichever is applicable) or provision made therefor satisfactory to the Trustee, including accrued interest and payment of all applicable fees to the Trustee, may, upon written request, be withdrawn by the Trustee and remitted to the Authority and utilized in any manner by the Authority.

(d) *Survival of Defeasance.* Notwithstanding anything in this Section to the contrary, the obligation to comply with the requirements of this Section shall survive the defeasance of the Series 2024H Bonds.

(e) *Trustee.* The Trustee shall have no responsibility to monitor or calculate any amounts payable to the U.S. Treasury pursuant to this Section and shall be deemed conclusively to have complied with its obligations hereunder if it follows the written instructions of the Authority given pursuant to this Section.

Section 17.08. Continuing Disclosure. The County shall comply with and carry out all of the provisions of the Continuing Disclosure Certificate (Series 2024H Bonds). Notwithstanding any other provision of this Indenture, failure of the County to comply with the Continuing Disclosure Certificate (Series 2024H Bonds) shall not constitute an event of default hereunder; provided, however, that the Trustee may (and, at the written direction of any Participating Underwriter (Series 2024H Bonds) or the holders of at least 25% of the aggregate principal evidenced by Outstanding Series 2024H Bonds, and upon indemnification of the Trustee to its reasonable satisfaction, shall), or any holder or beneficial owner of the Series 2024H Bonds may take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

PART 3

MISCELLANEOUS

Part 3.1. Effect of Seventh Supplemental Indenture. This Seventh Supplemental Indenture and all of the terms and provisions herein contained shall form part of the Indenture as

fully and with the same effect as if all such terms and provisions had been set forth in the Indenture. The Indenture is hereby ratified and confirmed and shall continue in full force and effect in accordance with the terms and provisions thereof, as heretofore amended and supplemented, and as amended and supplemented hereby. If there shall be any conflict between the terms of this Seventh Supplemental Indenture and the terms of the Indenture (as in effect on the day prior to the effective date of this Seventh Supplemental Indenture), the terms of this Seventh Supplemental Indenture shall prevail.

Part 3.2. 2024H Bond Owner Consent to Master Sublease Amendment. By their purchase of the 2024H Bonds, the purchasers of the 2024H Bonds are deemed to have consented in writing to the Sixth Sublease Amendment, including the provisions thereof providing for the amendment of Section 4.09 of the Sublease (the “Amendment to Sublease Section 4.09”). Each purchaser of Bonds issued after the Series 2024H Closing Date shall also be deemed to have consented in writing to the Amendment to Sublease Section 4.09. The Amendment to Sublease Section 4.09 will become effective upon receipt by the Authority of the written consent or deemed consent of the Owners of a majority of the aggregate principal amount of the Bonds Outstanding, excluding Bonds disqualified under Section 10.06 of the Indenture.

Part 3.3. Execution in Counterparts. This Seventh Supplemental Indenture may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Part 3.4. Governing Law. This Seventh Supplemental Indenture shall be construed and governed in accordance with the laws of the State of California.

Part 3.5. Effective Date. This Seventh Supplemental Indenture shall become effective upon the Series 2024H Closing Date.

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IN WITNESS WHEREOF, the parties hereto have executed this Seventh Supplemental Indenture by their officers thereunto duly authorized as of the day and year first written above.

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, as Trustee

By: _____
[_____,
Sr. Vice President
Zions Bank Division]

LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY

By: _____
Elizabeth Buenrostro Ginsberg,
Treasurer

COUNTY OF LOS ANGELES

By: _____
Elizabeth Buenrostro Ginsberg,
Treasurer and Tax Collector

[Signature Page to Seventh Supplemental Indenture]

EXHIBIT A

FORM OF SERIES 2024H BOND

No. _____ \$ _____

**LOS ANGELES PUBLIC WORKS FINANCING AUTHORITY
LEASE REVENUE BOND, 2024 SERIES H**

INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP
%	December 1, 20__	_____, 2024	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

The Los Angeles County Public Works Financing Authority (the “Authority”), for value received, hereby promises to pay, solely from the Lease Revenues as provided in the Indenture (as hereinafter defined) or amounts in certain funds and accounts held under the Indenture, to the Registered Owner identified above or registered assigns (the “Registered Owner”), on the Maturity Date identified above or on any earlier redemption date, the Principal Amount identified above in lawful money of the United States of America; and to pay interest thereon at the Rate of Interest identified above in like lawful money from the date hereof payable semiannually on June 1 and December 1 in each year, commencing [December 1, 2024] (the “Interest Payment Dates”), until payment of such Principal Amount in full. This Bond shall bear interest from the Interest Payment Date next preceding the date of authentication of this Bond (unless this Bond is authenticated on or before an Interest Payment Date and after the fifteenth calendar day of the month preceding such Interest Payment Date, whether or not such day is a business day, in which event it shall bear interest from such Interest Payment Date, or unless this Bond is authenticated on or prior to [November 15, 2024], in which event it shall bear interest from the Dated Date identified above; provided, however, that if, at the time of authentication of this Bond, interest is in default on this Bond, this Bond shall bear interest from the Interest Payment Date to which interest hereon has previously been paid or duly provided for). The Principal Amount hereof is payable upon surrender hereof upon maturity or earlier redemption at the Office of the Trustee (as hereinafter defined). Interest hereon is payable by wire or check of Zions Bancorporation, National Association, as trustee for the Owners of the herein referenced Series 2024H Bonds (the “Trustee”), mailed by first class mail on each Interest Payment Date to the Registered Owner hereof at the address of the Registered Owner as it appears on the Registration Books of the Trustee as of the close of business on the fifteenth calendar day of the month preceding such Interest Payment Date. “Office of the Trustee” means the principal corporate trust office of the Trustee in Los Angeles, California, or such other office as may be specified to the Authority by the Trustee in writing.

This Bond is one of a series of a duly authorized issue of bonds issued for the purpose of financing and refinancing the construction of certain public facilities, and is one of the series of bonds designated “Los Angeles County Public Works Financing Authority Lease Revenue Bonds, 2024 Series H” (the “Series 2024H Bonds”) in the aggregate principal amount of \$ _____. The Series 2024H Bonds are issued pursuant to the Master Indenture, dated as of February 1, 2015, as supplemented by the First Supplemental Indenture, dated as of September 1, 2015, the Second Supplemental Indenture, dated as of March 1, 2016, the Third Supplemental Indenture, dated as of

November 1, 2017, the Fourth Supplemental Indenture, dated as of August 1, 2019, the Fifth Supplemental Indenture, dated as of October 1, 2021, the Sixth Supplemental Indenture, dated as of June 1, 2022, and the Seventh Supplemental Indenture, dated as of September 1, 2024 (collectively, the “Indenture”), each by and among the Authority, the County of Los Angeles (the “County”) and the Trustee. This reference incorporates the Indenture herein, and by acceptance hereof the owner of this Bond assents to said terms and conditions. The Series 2024H Bonds are on a parity with the Los Angeles County Public Works Financing Authority Lease Revenue Refunding Bonds, 2015 Series B (Tax-Exempt), the Los Angeles County Public Works Financing Authority Lease Revenue Refunding Bonds, 2015 Series C (Federally Taxable), the Los Angeles County Public Works Financing Authority Lease Revenue Bonds, 2016 Series D, the Los Angeles County Public Works Financing Authority Lease Revenue Bonds, 2019 Series E-1, the Los Angeles County Public Works Financing Authority Lease Revenue Bonds, 2019 Series E-2, the Los Angeles County Public Works Financing Authority Lease Revenue Bonds, 2021 Series F (Green Bonds), and the Los Angeles County Public Works Financing Authority Lease Revenue Refunding Bonds, 2022 Series G (Forward Delivery) (collectively, the “Prior Bonds”), previously issued pursuant to the terms of the Indenture. Pursuant to and as more particularly provided in the Indenture, additional bonds (“Additional Bonds”) may be issued by the Authority secured by a lien on a parity with the lien securing the Prior Bonds and the Series 2024H Bonds. The Prior Bonds, the Series 2024H Bonds, and any Additional Bonds are collectively referred to as the “Bonds.” The Indenture is entered into, and this Bond is issued under, the Marks-Roos Local Bond Pooling Act of 1985 (the “Act”) and the laws of the State of California. Capitalized undefined terms used herein have the meanings ascribed thereto in the Indenture.

Reference is hereby made to the Indenture and to any and all amendments thereof and supplements thereto for a description of the agreements, conditions, covenants and terms securing the Bonds, for the nature, extent and manner of enforcement of such agreements, conditions, covenants and terms, for the rights, duties and immunities of the Trustee, for the rights and remedies of the Owners of the Bonds with respect thereto and for the other agreements, conditions, covenants and terms upon which the Bonds are issued thereunder, to all of which provisions the Registered Owner by acceptance hereof, assents and agrees.

The Bonds are special obligations of the Authority, payable solely from the Lease Revenues and the other assets pledged therefor under the Indenture. Neither the faith and credit nor the taxing power of the Authority, the County or the State of California, or any political subdivision thereof, is pledged to the payment of the Bonds. The Lease Revenues consist of all Base Rental Payments payable by the County pursuant to the Master Sublease, dated as of February 1, 2015, as supplemented by the First Amendment to Master Sublease, dated as of September 1, 2015, the Second Amendment to Master Sublease, dated as of March 1, 2016, the Third Amendment to Master Sublease, dated as of August 1, 2019, the Fourth Amendment to Master Sublease, dated as of October 1, 2021, the Fifth Amendment to Master Sublease, dated as of June 1, 2022, and the Sixth Amendment to Master Sublease, dated as of September 1, 2024 (collectively, the “Sublease”), each by and between the County, as lessee, and the Authority, as lessor, including any prepayments thereof, any Net Proceeds and any amounts received by the Trustee as a result of or in connection with the Trustee’s pursuit of remedies under the Sublease upon an Event of Default. Subject only to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein, all of the Lease Revenues and all amounts on deposit from time to time in the funds and accounts established under the Indenture (other than the Rebate Fund) are pledged to the payment of the principal of and interest on the Bonds as provided therein, and the Lease Revenues shall not be used for any other purpose while any of the Bonds remain Outstanding.

Said pledge constitutes a first lien on such assets. In order to secure such pledge of the Lease Revenues, the Authority has sold assigned and transferred to the Trustee, irrevocably and absolutely, without recourse, for the benefit of the Owners, all of its right, title and interest in and to the Site Lease and the Sublease, including, without limitation, the right to receive Base Rental Payments and the right to exercise any remedies provided in the Sublease in the event of a default by the County thereunder; provided, however, that the Authority has retained the rights to indemnification and to payment or reimbursement of its reasonable costs and expenses under the Sublease.

The Series 2024H Bonds are authorized to be issued in the form of fully registered bonds in denominations of \$5,000 or any integral multiple thereof (“Authorized Denominations”).

The Series 2024H Bonds are subject to redemption at the times, in the manner, at the redemption prices and upon notice as specified in the Indenture.

Any Bond may, in accordance with its terms, be transferred upon the Registration Books by the Person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in a form acceptable to the Trustee. Whenever any Bond or Bonds shall be surrendered for transfer, the Authority shall execute and the Trustee shall authenticate and shall deliver a new Bond or Bonds of the same Series and maturity in a like aggregate principal amount, in any Authorized Denomination. The Trustee shall require the Owner requesting such transfer to pay any tax or other governmental charge required to be paid with respect to such transfer. The Bonds may be exchanged at the Office of the Trustee for a like aggregate principal amount of Bonds of the same Series and maturity of other Authorized Denominations. The Trustee shall require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

To the extent and in the manner permitted by the terms of the Indenture, the provisions of the Indenture may be amended or supplemented by the parties thereto.

The Indenture contains provisions permitting the Authority to make provision for the payment of interest on, and the principal and premium, if any, of any of the Bond so that such Bonds shall no longer be deemed to be outstanding under the terms of the Indenture.

This Bond shall not be entitled to any benefit, protection or security under the Indenture or become valid or obligatory for any purpose until the certificate of authentication and registration hereon endorsed shall have been executed and dated by an authorized signatory of the Trustee.

Unless this Bond is presented by an authorized representative of The Depository Trust Company to the Trustee for registration of transfer, exchange or payment, and any Bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

It is hereby certified that all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the Bonds do exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the Authority has caused this Bond to be signed in its name and on its behalf by the manual or facsimile signature of its Chair of the Authority, attested by the manual or facsimile signature of the Secretary, all as of the Dated Date identified above.

**LOS ANGELES COUNTY PUBLIC
WORKS FINANCING AUTHORITY**

By: _____
Chair

Attest:

Secretary

FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Series 2024H Bonds described in the within-mentioned Indenture and registered on the Registration Books.

Date: _____, 2024

**ZIONS BANCORPORATION,
NATIONAL ASSOCIATION**

By: _____
Authorized Signatory

ASSIGNMENT

For value received the undersigned hereby sells, assigns and transfers unto _____ whose address and social security or other tax identifying number is _____, the within-mentioned Bond and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the registration books of the Trustee with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Note: Signature(s) must be guaranteed by an eligible guarantor.

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

EXHIBIT B

DESCRIPTION OF THE PROJECTS

Series 2024H Project

The Harbor-UCLA Medical Center replacement project is located at 1000 West Carson Street, Torrance, California 90502. The project consists of new construction of an acute care inpatient tower, an outpatient treatment building, a support services building, a central plant, a new parking structure, and a utility distribution facility, including demolition of various existing barracks to make a site for the new buildings, make-ready site works, underground infrastructure, and other improvements. Phase I of the Harbor-UCLA Medical Center replacement project consists of five components as follows: a 24,000 square foot two-story Support Services building, a 450,000 square foot, seven-story above-grade Parking Structure with 1,500 stalls, a regional laboratory building, a 400,000 square foot outpatient/support building, and a 20,000 square foot central utility plant that serves the existing southeast building and the new buildings that are under the jurisdiction of the California Department of Health Care Access and Information.

Series 2015A Projects

The Zev Yaroslavsky Family Support Center is located on a 6.78-acre County-owned property and provides support services to families requiring access to multiple government services. The facility includes office space for various health and social services on behalf of the Departments of Child Support Services, Children and Family Services, Health Services, Mental Health, Public Health, Public Social Services, and Probation. The project included demolition of existing County facilities and the construction of a five-story office building with approximately 216,000 square feet of office space and a multi-story parking structure with approximately 1,350 parking spaces. This facility was financed in part with proceeds of the Los Angeles County Public Works Financing Authority Lease Revenue Bonds (Multiple Capital Projects), 2015 Series A.

The Manhattan Beach Library project included the replacement of a single-story 12,188 square foot County library with a new two-story approximately 21,500 square foot library located on County-owned property in the Manhattan Beach City Civic Center. The library includes a homework center, group study/tutoring rooms, 80-seat community meeting room, express service checkout machines, automated materials handling system, information service desks, public access computers, and associated site improvements including landscaping, walkways, and security lighting. This facility was financed in part with proceeds of the Los Angeles County Public Works Financing Authority Lease Revenue Bonds (Multiple Capital Projects), 2015 Series A.

\$[_____]]
**LOS ANGELES COUNTY
PUBLIC WORKS FINANCING AUTHORITY
LEASE REVENUE BONDS, 2024 SERIES H
(LEASE REVENUE BONDS)**

BOND PURCHASE AGREEMENT

_____, 2024

Los Angeles County Public Works Financing Authority
Los Angeles, California

Board of Supervisors
County of Los Angeles, California
Los Angeles, California

Ladies and Gentlemen:

The undersigned, BofA Securities, Inc. and Loop Capital Markets (collectively, the “Representatives”) on behalf of itself and the other underwriters set forth on Exhibit A hereto (the “Underwriters”), offer to enter into this Bond Purchase Agreement (the “Bond Purchase Agreement”) with the Los Angeles County Public Works Financing Authority (the “Authority”) and the County of Los Angeles (the “County”), a political subdivision of the State of California (the “State”), which, upon acceptance of this offer by the Authority and the County, will be binding upon the Authority, the County and the Underwriters. This offer is made subject to written acceptance hereof by the Issuer and the County at or before 8:00 p.m., California time, on the date first above written, and if not so accepted will be subject to withdrawal by the Underwriters upon notice delivered to the Authority and the County at any time prior to the acceptance hereof by the Authority and the County. Capitalized terms in this Bond Purchase Agreement that are not otherwise defined herein shall have the meanings given to such terms in the Indenture (as defined herein).

1. Purchase and Sale. Upon the terms and conditions and upon the basis of the representations, warranties, covenants and agreements hereinafter set forth, the Underwriters hereby agree to purchase from the Authority to offer to the public, and the Authority hereby agrees to cause, Zions Bancorporation, National Association, a national banking association duly organized and existing under and by virtue of the laws of the United States of America, formerly known as Zions First National Bank, as Trustee (the “Trustee”), to deliver to the Underwriters for such purpose, all (but not less than all), in the manner provided herein, of the Authority’s \$[_____] aggregate principal amount of Los Angeles County Public Works Financing Authority Lease Revenue Refunding Bonds, 2024 Series H (the “Series 2024H Bonds”). The Series 2024H Bonds are being issued pursuant to the Master Indenture, dated as of February 1, 2015, by and among the County, the Authority and the Trustee, as amended and supplemented by the First Supplemental Indenture, dated as of September 1, 2015, the Second Supplemental Indenture, dated as of March 1, 2016, the Third Supplemental Indenture, dated as of November 1, 2017, the Fourth Supplemental Indenture, dated as of August 1, 2019, the Fifth Supplemental

Indenture, dated as of October 1, 2021, and the Sixth Supplemental Indenture, dated as of June 1, 2022, (collectively, the “Master Indenture”), each by and among the County, the Authority and the Trustee, and as further amended and supplemented by the Seventh Supplemental Indenture, dated as of September 1, 2024, by and among the County, the Authority and the Trustee (the Master Indenture, as so amended and supplemented, the “Indenture”).

The Series 2024H Bonds shall be delivered in fully registered form in denominations of \$5,000 or any integral multiple thereof. The Series 2024H Bonds shall be dated their date of delivery and mature on the dates and in the principal amounts, and shall be computed at the interest rates, all as shown in Exhibit B. Interest on the Series 2024H Bonds will be payable semiannually each June 1 and December 1, commencing on December 1, 2024. The Series 2024H Bonds shall otherwise be as described in the Official Statement (as defined herein), and be subject to redemption as provided therein.

The aggregate purchase price of the Series 2024H Bonds shall be \$[] representing the aggregate principal amount of the Series 2024H Bonds, plus original issue premium of \$[] and less underwriters’ discount of \$[].

The Authority and the County acknowledge and agree that: (a) the purchase and sale of the Series 2024H Bonds pursuant to this Bond Purchase Agreement is an arm’s-length commercial transaction between (i) the Authority and the County and (ii) the Underwriters; (b) the Underwriters are acting solely as underwriters and principals in connection with the matters contemplated by and all communications under this Bond Purchase Agreement, and are not acting as the agents or fiduciaries or Municipal Advisors (as defined in Section 15B of the Securities and Exchange Act of 1934) of the Authority or the County and their advisors in connection with the matters contemplated by this Bond Purchase Agreement; (c) the Underwriters have financial and other interests that differ from those of the Authority and the County; and (d) in connection with the purchase and sale of the Series 2024H Bonds, the Authority and the County have consulted their own financial, legal and other advisors to the extent they have deemed appropriate. The Authority and the County also acknowledge that they previously received from each of the Underwriters a letter regarding Municipal Securities Rulemaking Board (“MSRB”) Rule G-17 Disclosures, and that they have provided to the Underwriters acknowledgements of such letters.

2. The Series 2024H Bonds. The Series 2024H Bonds shall be issued in accordance with Article 4, Chapter 5, Division 7, Title 1 (commencing with Section 6584) of the California Government Code (the “Act”), the Indenture, a Resolution of the Authority approving the issuance of the Series 2024H Bonds and certain matters relating thereto (the “Authority Resolution”), and a Resolution of the County approving the issuance of the Series 2024H Bonds and certain matters relating thereto (the “County Resolution”).

The Series 2024H Bonds are special obligations of the Authority that are secured and payable solely from Lease Revenues (as that term is defined in the Indenture), including Base Rental Payments (as that term is defined in the Indenture) payable by the County pursuant to the Master Sublease, dated as of February 1, 2015, as amended and supplemented by the First Amendment to Master Sublease, dated as of September 1, 2015, the Second Amendment to Master Sublease, dated as of March 1, 2016, the Third Amendment to Master Sublease, dated as of August 1, 2019, the Fourth Amendment to Master Sublease, dated as of October 1, 2021, the Fifth

Amendment to Master Sublease, dated as of June 1, 2022, and the Sixth Amendment to Master Sublease dated September 1, 2024 (collectively, the “Sublease”), each by and between the County and the Authority, relating to certain real properties and improvements located thereon (the “Property”), and the other assets pledged thereafter under the Indenture. In connection therewith, the County and the Authority have entered into the Master Site Lease, dated as of February 1, 2015, as amended and supplemented by the First Amendment to Master Site Lease, dated as of September 1, 2015, the Second Amendment to Master Site Lease, dated as of March 1, 2016, the Third Amendment to Master Site Lease, dated as of August 1, 2019, the Fourth Amendment to Master Site Lease, dated as of October 1, 2021, the Fifth Amendment to Master Site Lease, dated as of June 1, 2022, and the Sixth Amendment to Master Site Lease, dated as of September 1, 2024 (collectively, the “Site Lease”), each by and between the County and the Authority, providing for the lease of the Property by the County to the Authority. The Sublease provides for the sublease of the Property from the Authority back to the County. Pursuant to the Indenture, the Authority has assigned to the Trustee certain of its rights, title and interest in and to the Site Lease and the Sublease. The Authority and Zions Bancorporation, National Association, as escrow bank (the “Escrow Bank”) will enter into an Escrow Agreement, dated as of September 1, 2024 (the “Escrow Agreement”), relating to the refunding certain of the Authority’s outstanding Lease Revenue Bonds (Multiple Capital Projects II), Series 2015A (the “Refunded Bonds”).

3. Purpose of the Series 2024H Bonds. The proceeds of the Series 2024H Bonds will be used to (a) finance and refinance certain capital improvements, and (b) pay certain costs of issuance incurred in connection with the issuance of the Series 2024H Bonds.

4. Offering. (a) It shall be a condition to the Authority’s obligation to sell and issue the Series 2024H Bonds to the Underwriters and to the Underwriters’ obligations to purchase, to accept delivery of and to pay for the Series 2024H Bonds that the entire aggregate principal amount of the Series 2024H Bonds referred to in Section 1 shall be issued by the Authority and purchased, accepted and paid for by the Underwriters (as defined herein). The Underwriters agree to make an initial public offering of all of the Series 2024H Bonds at the public offering prices (or yields) set forth on Exhibit B attached hereto and incorporated herein by reference. Subject to the provisions set forth in Section 5 below, subsequent to the initial public offering, the Underwriters reserve the right to change the public offering prices (or yields) as the Underwriters deem necessary in connection with the marketing of the Series 2024H Bonds, provided that the Underwriters shall not change the interest rates set forth on Exhibit B. Subject to the provisions set forth in Section 5 below, the Series 2024H Bonds may be offered and sold to certain dealers (including dealers depositing the Series 2024H Bonds into investment trusts) at prices lower than such initial public offering prices. The County and the Authority hereby authorize the use by the Underwriters of this Bond Purchase Agreement, the Indenture, the Sublease, the Site Lease, the Authority Resolution, the Escrow Agreement, the County Resolution, the Continuing Disclosure Certificate, dated the date of Closing (as defined herein) (the “Continuing Disclosure Certificate”) (collectively, the “Legal Documents”), the Official Statement (hereinafter defined), and any supplements or amendments thereto (hereinafter defined), and any supplements or amendments thereto, and the information contained in each of such documents, in connection with the public offering and sale of the Series 2024H Bonds.

(b) The Underwriters agree as follows:

(i) to file, on or before the date of Closing, a copy of the Official Statement, including any supplements thereto, with the MSRB through its Electronic Municipal Market Access system; and

(ii) to comply with rules of the Securities & Exchange Commission and the MSRB which are applicable to the Underwriters governing the offering, sale and delivery of the Series 2024H Bonds to the ultimate purchasers.

5. Establishment of Issue Price.

(a) The Representatives, on behalf of the Underwriters, agree to assist the Authority in establishing the issue price of the Series 2024H Bonds and shall execute and deliver to the Authority at Closing an “issue price” or similar certificate substantially in the form attached hereto as Exhibit C, together with the supporting pricing wires or equivalent communications, with modifications to such certificate as may be deemed appropriate or necessary, in the reasonable judgment of the Representatives, the Authority and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2024H Bonds.

(b) Except for the maturities set forth in Exhibit B attached hereto, the Authority will treat the first price at which 10% of each maturity of the Series 2024H Bonds (the “10% test”) is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test).

(c) The Representatives confirms that the Underwriters have offered the Series 2024H Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in the final official statement. Exhibit B sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the Series 2024H Bonds for which the 10% test has not been satisfied and for which the Authority and the Representatives, on behalf of the Underwriters, agree that the restrictions set forth in the next sentence shall apply (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2024H Bonds, the Underwriters will neither offer nor sell unsold Series 2024H Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth (5th) business day after the sale date; or

(ii) the date on which the Underwriters have sold at least 10% of that maturity of the Series 2024H Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Authority acknowledges that, in making the representation set forth in this subsection, the Representatives will rely on (i) the agreement of each Underwriter to comply with the requirements for establishing issue price of the Series 2024H Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2024H

Bonds, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Series 2024H Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Series 2024H Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2024H Bonds, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an Underwriter is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Series 2024H Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Series 2024H Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2024H Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Authority further acknowledges that each Underwriter shall be solely liable for its failure to comply with its agreement to comply with the requirements for establishing issue price of the Series 2024H Bonds, including, but not limited to, its agreement to comply with the hold the offering price rule, if applicable to the Series 2024H Bonds and that no Underwriter shall be liable for the failure of any other Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Series 2024H Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2024H Bonds. The Representatives confirm that:

(i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which either Representative is a party) relating to the initial sale of the Series 2024H Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable, to (A)(i) report the prices at which it sells to the public the unsold Series 2024H Bonds of each maturity allocated to it until either all Series 2024H Bonds of that maturity allocated to it have been sold or it is notified by the Representatives that the 10% test has been satisfied as to the Series 2024H Bonds of that maturity and (ii) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Representatives and as set forth in the related pricing wires, and (B) promptly notify the Representatives of any sales of Series 2024H Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Series 2024H Bonds to the public (each such term being used as defined below), and (C) acknowledge that, unless otherwise advised by the Underwriter, dealer or broker-dealer, the Representatives shall assume that each order submitted by the Underwriter, dealer or broker-dealer is a sale to the public.

(ii) any agreement among underwriters and any selling group agreement relating to the initial sale of the Series 2024H Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter, dealer and broker-dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Series 2024H Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A)(1) report the prices at which it sells to the public the unsold Series 2024H Bonds of each maturity

allocated to it until either all Series 2024H Bonds of that maturity allocated to it have been sold or it is notified by the Representatives or such Underwriter that the 10% test has been satisfied as to the Series 2024H Bonds of that maturity and (2) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Representatives or the Underwriter, the dealer and the broker-dealer and as set forth in the related pricing wires,.

(e) The Underwriters acknowledge that sales of any Series 2024H Bonds to any person that is a related party to an underwriter participating in the initial sale of the Series 2024H Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party to an underwriter,

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Authority (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2024H Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2024H Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2024H Bonds to the public),

(iii) a purchaser of any of the Series 2024H Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Bond Purchase Agreement by all parties.

6. Official Statement. Upon the Authority’s and the County’s acceptance of this offer, the Authority and the County shall be deemed to have ratified, approved and confirmed the Preliminary Official Statement dated _____, 2024 (together with any appendices thereto, any documents incorporated therein by reference and any supplements or amendments thereto and as disseminated in its printed physical form or in electronic form in all respects materially consistent with such physical form, the “Preliminary Official Statement”) with respect to the Series 2024H Bonds, in connection with the public offering and sale of the Series 2024H Bonds by the Underwriters. The Authority shall deliver the Official Statement to the Underwriters in “designated electronic format” (as defined in Rule G-32 of the Municipal Securities Rulemaking Board) dated the date hereof, substantially in the form of the Preliminary Official Statement, with

only such changes as shall have been accepted by the Representatives (said document, including its cover page, inside cover page and appendices, as the same may be amended and supplemented in accordance with this Bond Purchase Agreement and as disseminated in its printed physical form or in electronic form in all respects materially consistent with such physical form, the “Official Statement”), approved for distribution pursuant to the Authority Resolution and the County Resolution. The Authority shall, as soon as practicable, but not later than seven (7) business days from the date hereof, deliver to the Underwriters in designated electronic format the Official Statement and, in the event the date of Closing is less than seven (7) business days after the date hereof, upon request of the Representatives, in sufficient time to accompany any confirmation requesting payment from any customers of any Underwriter and not later than three (3) business days prior to Closing; provided, however, that the failure of the County to comply with this requirement due to any circumstance outside of the control of the County shall not constitute cause for a failure of or refusal by the Underwriters to accept delivery of, or pay for, the Series 2024H Bonds.

7. **Representations, Warranties and Agreements of the County.** The County hereby represents, warrants and agrees with the Underwriters as follows:

(a) the County is, and will be on the date of Closing, a political subdivision of the State organized and operating pursuant to the Constitution and laws of the State with the full power and authority to execute and deliver the Official Statement and the Legal Documents to be executed by it and to own its properties and to carry on its business as presently conducted;

(b) by official action of the County, prior to or concurrently with the acceptance hereof, the County has duly authorized and approved the execution and delivery of, and the performance by the County of the obligations on its part contained in, the Legal Documents to be executed by it and the consummation by it of all other transactions contemplated by the Legal Documents;

(c) this Bond Purchase Agreement has been, as of the date hereof, and will have been as of the date of Closing, duly authorized, executed and delivered by the County, and upon due execution by the other parties thereto, will constitute the legal, valid and binding agreement of the County, enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting enforcement of creditors’ rights generally and by the application of equitable principles if equitable remedies are sought;

(d) this Bond Purchase Agreement and other Legal Documents will have been as of the date of Closing duly authorized, executed and delivered by the County and, upon due execution by the other parties thereto, constitute or will constitute, legal, valid and binding agreements of the County, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting enforcement of creditors’ rights generally and by the application of equitable principles if equitable remedies are sought;

(e) The Preliminary Official Statement and the Official Statement, as of their respective dates, have been duly authorized by the County;

(f) to the best knowledge of the County, the execution and delivery of the Legal Documents by the County and compliance with the provisions on the County’s part contained

herein and therein, will not in any material respect conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the County is a party or to which the County or any of the Property or its assets is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets of the County under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as provided in the Legal Documents executed by the County;

(g) to the best knowledge of the County, the County is not in breach of or default under any applicable law or administrative regulation of the State or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the County is a party or is otherwise subject, which breach or default would materially adversely affect the County's ability to enter into or perform its obligations under the Legal Documents to be executed by it, and, no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute such a breach or default;

(h) to the best knowledge of the County, and except as disclosed in the Preliminary Official Statement and in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending in which service of process has been completed against the County or threatened against the County in any material respect affecting the existence of the County or the titles of its officers to their respective offices or seeking to prohibit, restrain or enjoin the adoption of the County Resolution or the payment of Base Rental Payments as required under the Sublease or in any way contesting or affecting the validity or enforceability of the Act or the Legal Documents or contesting the powers of the County or its authority to enter into, adopt or perform its obligations under any of the foregoing, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or any amendment or supplement thereto, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Legal Documents to be executed by the County or this Bond Purchase Agreement or that could have a material adverse impact upon the ability of the County to enter into or perform its obligations under such documents or that may result in any material adverse change in the business, properties, assets or the financial condition of the County or in any way contesting the existence or powers of the County;

(i) the County will furnish such information, execute such instruments and take such other actions in cooperation with the Representatives as the Representatives may reasonably request in order (i) to qualify the Series 2024H Bonds for offer and sale under the blue sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Representatives may designate and (ii) to determine the eligibility of the Series 2024H Bonds for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualification in effect so long as required for distribution of the Series 2024H Bonds; provided, however, that in no event shall the County be required to qualify to do business or consent to service of process in any jurisdiction without its approval;

(j) the information contained in the Preliminary Official Statement was, as of the date thereof, and is, as of the date hereof (excluding any information permitted to be omitted pursuant to Rule 15c2-12 of the Securities and Exchange Commission (“Rule 15c2-12”)), the information contained in the Official Statement is and will be, as of the date hereof and as of the date of Closing, true and correct in all material respects and such information did not, does not and will not, as applicable, contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(k) if between the date hereof and the date which is 25 days after the End of the Underwriting Period for the Series 2024H Bonds, an event occurs which might or would cause the information contained in the Official Statement, as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact necessary to make such information therein, in the light of the circumstances under which it was presented, not misleading, the County will notify the Representatives, and, if in the reasonable opinion of the Representatives, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the County shall cooperate with the Authority in preparing and furnishing to the Underwriters (at the expense of the County) a reasonable number of copies of an amendment or supplement to the Official Statement (in form and substance satisfactory to counsel for the Underwriters) that will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to prospective purchasers, not misleading; provided that, for the purposes of this subsection, between the date of the Official Statement and the date that is the earlier of 25 days after the End of the Underwriting Period for the Series 2024H Bonds or the date when all of the Series 2024H Bonds have been sold by the Underwriters, the County will furnish such information with respect to itself as the Representatives may from time to time reasonably request; provided, further, unless otherwise notified in writing by the Representatives, the County may assume that the “End of the Underwriting Period” for the Series 2024H Bonds shall be the date of Closing;

(l) if the information contained in the Official Statement is amended or supplemented pursuant to the terms hereof, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such subparagraph) at all times subsequent thereto up to and including the date which is 25 days after the End of the Underwriting Period for the Series 2024H Bonds, the County will further amend or supplement the Official Statement so that the Official Statement, as supplemented or amended (including any financial and statistical data contained therein), will not contain any untrue statement of a material fact or omit to state a material fact necessary to make such information therein, in the light of the circumstances under which it was presented, not misleading;

(m) except as may be required under blue sky or other securities laws of any state, no consent, approval, authorization or order of any State court or governmental body is required for the consummation by the County of the transactions contemplated by the Official Statement, except such as have been obtained and except such as may be required under state securities or blue sky laws in connection with the purchase and distribution of the Series 2024H Bonds by the Underwriters;

(n) after the date of Closing, the County will not participate in the issuance of any amendment of or supplement to the Official Statement to which, after being furnished with a copy, the Representatives shall reasonably object in writing or which shall be disapproved by counsel for the Underwriters;

(o) except as set forth in the Official Statement, the County has not within the last five years failed to comply in any material respect with any continuing disclosure undertakings with regard to Rule 15c2-12;

(p) the financial statements of, and other financial information regarding, the County contained in the Official Statement fairly present the financial position and results of the operations of the County as of the dates and for the periods therein set forth, and, to the best of the County's knowledge, (i) the audited financial statements have been prepared in accordance with generally accepted accounting principles consistently applied, and (ii) the other financial information has been determined on a basis substantially consistent with that of the County's audited financial statements included in the Official Statement;

(q) any certificate signed by an Authorized County Representative and delivered to the Representatives pursuant to this Bond Purchase Agreement shall be deemed a representation and warranty by the County to each of the Underwriters as to the truth of the statements therein made; and

(r) the exceptions set forth in the preliminary title report with respect to the Property, subject to permitted encumbrances, do not, and the exceptions set forth in the policy or policies of title insurance will not, materially impair the value of the Property, the existing facilities thereon or the sites thereof, nor materially impair the County's enjoyment of the same for any purposes for which they are, or may reasonably be expected to be, used.

8. Representations, Warranties and Agreements of the Authority. The Authority represents, warrants and agrees with the Underwriters as follows:

(a) the Authority is, and will be on the date of Closing, a joint exercise of powers authority duly organized and operating pursuant to Chapter 5, Division 7, Title 1 of the California Government Code with the full power and authority to issue the Series 2024H Bonds, execute and deliver the Legal Documents to be executed by it and own its properties and carry on its business as presently conducted;

(b) by official action of the Authority prior to or concurrently with the acceptance hereof, the Authority has duly authorized and approved the execution and delivery of, and the performance by the Authority of the obligations on its part contained in the Legal Documents to be executed by it and the consummation by it of all other transactions contemplated by the Legal Documents;

(c) this Bond Purchase Agreement has been, as of the date hereof, and will have been as of the date of Closing, duly authorized, executed and delivered by the Authority, and upon due execution by the other parties thereto, will constitute the legal, valid and binding agreement of the Authority, enforceable in accordance with its terms, except as enforcement thereof may be limited

by bankruptcy, insolvency or other laws affecting enforcement of creditors' rights generally and by the application of equitable principles if equitable remedies are sought;

(d) this Bond Purchase Agreement and other Legal Documents will have been as of the date of Closing duly authorized, executed and delivered by the Authority and, upon due execution by the other parties thereto, constitute or will constitute, legal, valid and binding agreements of the Authority, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting enforcement of creditors' rights generally and by the application of equitable principles if equitable remedies are sought;

(e) The Preliminary Official Statement and the Official Statement, as of their respective dates, have been duly authorized by the Authority, will have been duly authorized by the Authority;

(f) to the best knowledge of the Authority, the issuance of the Series 2024H Bonds and the execution and delivery of the Legal Documents by the Authority and compliance with the provisions on the Authority's part contained herein and therein, will not in any material respect conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Authority is a party or is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets of the Authority under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as provided in the Series 2024H Bonds or the Legal Documents executed by the Authority;

(g) to the best knowledge of the Authority, the Authority is not in breach of or default under any applicable law or administrative regulation of the State or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Authority is a party or is otherwise subject, which breach or default would materially adversely affect the Authority's ability to issue the Series 2024H Bonds or enter into or perform its obligations under the Legal Documents to be executed by it, and, no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute such a breach or default;

(h) to the best knowledge of the Authority, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending in which service of process has been completed against the Authority or threatened against the Authority in any material respect affecting the existence of the Authority or the titles of its officers to their respective offices or seeking to prohibit, restrain or enjoin the adoption of the Authority Resolution or the sale, execution or delivery of the Series 2024H Bonds or the payment of principal and interest on the Series 2024H Bonds or in any way contesting or affecting the validity or enforceability of the Series 2024H Bonds, the Legal Documents or contesting the powers of the Authority or its authority to enter into, adopt or perform its obligations under any of the foregoing, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or any amendment or supplement thereto, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or

enforceability of the Legal Documents to be executed by the Authority or this Bond Purchase Agreement or that could have a material adverse impact upon the ability of the Authority to issue the Series 2024H Bonds or enter into or perform its obligations under such documents or that may result in any material adverse change in the business, properties, assets or the financial condition of the Authority or in any way contesting the existence or powers of the Authority;

(i) the Authority will furnish such information, execute such instruments and take such other actions in cooperation with the Representatives as the Representatives may reasonably request in order (i) to qualify the Series 2024H Bonds for offer and sale under the blue sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Representatives may designate and (ii) to determine the eligibility of the Series 2024H Bonds for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualification in effect so long as required for distribution of the Series 2024H Bonds; provided, however, that in no event shall the Authority be required to qualify to do business or consent to service of process in any jurisdiction without its approval;

(j) the information contained in the Preliminary Official Statement was, as of the date thereof, and is, as of the date hereof (excluding any information permitted to be omitted pursuant to Rule 15c2-12), the information contained in the Official Statement is and will be, as of the date hereof and as of the date of Closing, true and correct in all material respects and such information did not, does not and will not, as applicable, contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(k) if between the date of the Official Statement and the date which is the earlier of 25 days after the End of the Underwriting Period for the Series 2024H Bonds, an event occurs which might or would cause the information contained in the Official Statement, as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact necessary to make such information therein, in the light of the circumstances under which it was presented, not misleading, the Authority will notify the Representatives, and, if in the reasonable opinion of the Representatives, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Authority shall forthwith prepare and furnish to the Underwriters (at the expense of the County) a reasonable number of copies of an amendment or supplement to the Official Statement (in form and substance satisfactory to counsel for the Underwriters) that will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to prospective purchasers, not misleading; provided that, for the purposes of this subsection, between the date of the Official Statement and the date that is the earlier of 25 days after the End of the Underwriting Period for the Series 2024H Bonds, the Authority will furnish such information with respect to itself as the Representatives may from time to time reasonably request; provided, further, as used in this Bond Purchase Agreement, the term “End of the Underwriting Period” for the Series 2024H Bonds shall mean the earlier of (i) the date of Closing unless the County and the Authority shall have been notified in writing to the contrary by the Representatives on or prior to said date or (ii) the date on which the End of the Underwriting Period for the Series 2024H Bonds has occurred under Rule 15c2-12, provided, however, that the County and the Authority may treat as the End of the Underwriting Period for the Series 2024H Bonds as

the date specified as such in a notice from the Representatives stating the date that is the End of the Underwriting Period;

(l) if the information contained in the Official Statement is amended or supplemented pursuant to the terms hereof, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such subparagraph) at all times subsequent thereto up to and including the date which is 25 days after the End of the Underwriting Period for the Series 2024H Bonds, the Authority will further amend or supplement the Official Statement so that the Official Statement, as supplemented or amended (including any financial and statistical data contained therein), will not contain any untrue statement of a material fact or omit to state a material fact necessary to make such information therein, in the light of the circumstances under which it was presented, not misleading;

(m) except as may be required under blue sky or other securities laws of any state, no consent, approval, authorization or order of any State court or governmental body is required for the consummation by the Authority of the transactions contemplated by the Official Statement, except such as have been obtained and except such as may be required under state securities or blue sky laws in connection with the purchase and distribution of the by the Underwriters;

(n) after the date of Closing, the Authority will not participate in the issuance of any amendment of or supplement to the Official Statement to which, after being furnished with a copy, the Representatives shall reasonably object in writing or which shall be disapproved by counsel for the Underwriters; and

(o) any certificate signed by an Authorized Authority Representative and delivered to the Representatives pursuant to this Bond Purchase Agreement shall be deemed a representation and warranty by the Authority to each of the Underwriters as to the truth of the statements therein made.

9. Closing Date. At 9:00 a.m., California time, on _____, 2024 or at such other date and time as shall have been mutually agreed upon by the Authority, the County, and the Representatives, subject to the terms and conditions of this Bond Purchase Agreement, the Authority will deliver or cause to be delivered to the Representatives at the office of Orrick, Herrington & Sutcliffe LLP, Los Angeles, California (“Bond Counsel”), or such other place or delivered in such other manner as shall have been mutually agreed upon by the Authority, the County, and the Representatives, the documents required to be delivered pursuant to Section 10(f) of this Bond Purchase Agreement and, the Representatives will accept delivery of such documents (such delivery and acceptance of documents are herein called the “Closing”).

If the Closing is completed in accordance with the provisions of this Bond Purchase Agreement, or at such other date and time as shall have been mutually agreed upon by the Authority, the County and the Representatives, the Authority will issue or cause to be issued to the Representatives the Series 2024H Bonds in definite form duly executed and authenticated by the Trustee in book-entry form through the facilities of The Depository Trust Company, New York, New York (“DTC”) as described below, or at such other place upon which the Representatives, the Authority and the County may mutually agree, and the other documents hereinafter mentioned in Section 10(g) shall be delivered at the office of Bond Counsel, or at such other place as shall

have been mutually agreed upon by the Authority, the County and the Representatives. Subject to the terms and conditions hereof, the Representatives will accept delivery of the Series 2024H Bonds and pay the purchase price thereof as set forth herein in federal or other immediately available funds (such delivery of and payment for the Series 2024H Bonds is herein called the “Closing”). The Series 2024H Bonds shall be prepared and delivered to the Representatives on the date of Closing in the form of one bond for each maturity of the Series 2024H Bonds, fully registered in the name of Cede & Co., as nominee of DTC. The Series 2024H Bonds shall be made available to the Underwriters at least one (1) business day before the date of Closing for purposes of inspection.

10. Closing Conditions. The Underwriters have entered into this Bond Purchase Agreement in reliance upon the representations, warranties and agreements of the Authority and the County contained herein, the representations, warranties and agreements to be contained in the documents and instruments to be delivered at Closing, as applicable and upon the performance by the Authority and the County of their respective obligations herein, both as of the date hereof, as of the date of Closing. Accordingly, the Underwriters’ obligations under this Bond Purchase Agreement to purchase, accept issuance of, and pay for the Series 2024H Bonds shall be conditioned upon the performance by the Authority and the County of their obligations to be performed herein and the accuracy and delivery of the documents and instruments required to be delivered hereby at or prior to the date of Closing, and shall also be subject to the following additional conditions:

(a) the representations and warranties of the Authority and the County contained or incorporated herein shall be true, complete and correct in all material respects at the date hereof, on and as of the date of Closing, as if made on such dates;

(b) at the time of Closing, this Bond Purchase Agreement and the other Legal Documents shall be in full force and effect as valid and binding agreements between the various parties thereto, and the Legal Documents, the Official Statement, shall not have been amended, modified or supplemented after the date thereof, except as may have been agreed to in writing by the Representatives, there shall be in full force and effect such resolutions as, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby and by the Legal Documents and the County and the Authority shall have performed their obligations required under or specified in the Bond Purchase Agreement and the Legal Documents to be performed at or prior to Closing;

(c) at the time of Closing, all official actions of the Authority and the County relating to the Legal Documents and the Series 2024H Bonds shall be in full force and effect in accordance with their respective terms and shall not have been amended, modified or supplemented in any material respect from the date hereof except as may have been agreed to in writing by the Representatives;

(d) at the time of Closing, the Official Statement (as amended and supplemented) shall be true and correct in all material respects, and shall not omit any statement or information necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(e) at or prior to the time of Closing, the Representatives shall receive the following documents, in each case reasonably satisfactory in form and substance to the Representatives:

- (i) the Official Statement and each supplement or amendment thereto, if any;
- (ii) executed copies of the Legal Documents;
- (iii) an executed copy of the Continuing Disclosure Certificate;

(iv) (A) an opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel, dated the date of the Closing and addressed to the County and the Authority, in substantially the form attached as Appendix F to the Official Statement together with a letter of such counsel, dated the date of Closing and addressed to the Underwriters, to the effect that the foregoing approving legal opinion addressed to the Authority may be relied upon by the Underwriters to the same extent as if such letter were addressed to them;

(v) a supplemental opinion of Bond Counsel dated the date of Closing and addressed to the Underwriters to the effect that:

(A) this Bond Purchase Agreement and the Continuing Disclosure Certificate of the County have been duly authorized, executed and delivered by the County and, assuming due authorization, execution and delivery by the other party thereto (if any), constitute the valid and binding agreements of the County, enforceable against the County in accordance with their respective terms, except as the same may be limited by bankruptcy, insolvency, reorganization, receivership, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights, by the application of equitable principles, by the exercise of judicial discretion in appropriate cases and by the limitations on legal remedies against counties or joint exercise of powers authorities in the State of California; provided, however, that Bond Counsel may specify that no opinion regarding the adequacy of the Continuing Disclosure Certificate for purposes of S.E.C. Rule 15c2-12 may be inferred by such opinion;

(B) the Series 2024H Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended; and

(C) the statements contained in the Official Statement under the captions "THE SERIES 2024H BONDS," "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2024H BONDS" and "TAX MATTERS," and in APPENDIX C – "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS" excluding any material that may be treated as included under such captions by cross reference or reference to other documents or sources, insofar as such statements expressly summarize certain provisions of the Series 2024H Bonds, the Site Lease, the Sublease and the Indenture, or set out the form and content of the opinion of Bond Counsel, are accurate in all material respects;

(vi) a defeasance opinion of Bond Counsel, dated the date of Closing and addressed to the County, the Authority and the Underwriters, substantially to the effect that upon the deposit of cash and certain proceeds of the Series 2024H Bonds into the escrow fund established under the Escrow Agreement as provided in the indenture pursuant to which the Refunded Bonds were issued, and the investment of money and securities in accordance with the provisions of the Escrow Agreement, the Refunded Bonds will be satisfied and discharged and be no longer outstanding under said indenture, provided that in rendering this opinion, Bond Counsel may rely on the final Verification Report as to the mathematical accuracy of the schedules with respect to the sufficiency of the escrow funds established to pay the Refunded Bonds and will not independently verify the accuracy of the information contained in the final Verification Report;

(vii) an opinion of Hawkins, Delafield & Wood LLP, as Disclosure Counsel (“Disclosure Counsel”), addressed to the Authority and the County, together with a reliance letter with respect thereto addressed to the Underwriters, in substantially the form of Exhibit D hereto;

(viii) an opinion of County Counsel, as counsel to the County, dated the date of Closing and addressed to the Underwriters to the effect that:

(A) the County is a political subdivision of the State, duly organized and validly existing pursuant to the laws and Constitution of the State, and has full legal right, power and authority to execute and deliver, and to perform its obligations under, the Legal Documents to which it is a party;

(B) the County Resolution was duly adopted at a meeting of the Board of Supervisors of the County, as the governing board of the County, which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting at the time of adoption;

(C) the Continuing Disclosure Certificate has been duly authorized, executed and delivered by the County and constitutes the legal, valid and binding obligation of the County, enforceable against the County in accordance with its terms, and the other Legal Documents to which the County is a party have been duly authorized and, assuming satisfaction by the County, the Authority, and the Underwriters of their respective obligations to be satisfied under this Bond Purchase Agreement, no change in any applicable law, regulations or rulings, or in interpretations thereof, and the due authorization, execution and delivery by the respective parties thereto, and constitute legal, valid and binding obligations of the County, enforceable against the County in accordance with their respective terms;

(D) to the best of County Counsel’s knowledge, the County is not in breach of or default under any applicable law or administrative regulation of the State or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the County is a party or is otherwise subject, which breach or default would materially adversely affect the County’s ability to enter into or perform its obligations under the Legal Documents

to be executed by it, and, to the best of County Counsel's knowledge, no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute such a breach or default; and assuming no change in any applicable law, regulations or rulings, or in interpretations thereof, from that which is in effect on the date of the Closing, the execution and delivery of the Legal Documents by the County and compliance with the provisions on the County's part contained herein and therein, will not in any material respect conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument known to County Counsel after reasonable inquiry to which the County is a party or to which the County or the Property or its assets is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets of the County under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as provided in the Legal Documents to be executed by the County;

(E) to the best of County Counsel's knowledge, and except as disclosed in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending in which service of process has been completed against the County or threatened against the County affecting the corporate existence of the County or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the County's covenant to make the necessary annual appropriations for all the Base Rental Payments as required under the Sublease or contesting or affecting as to the County the validity or enforceability of the Act or the Legal Documents, or contesting the tax exempt status of payment and interest as would be received by the Owners of the Series 2024H Bonds, or contesting the completeness or accuracy of the Official Statement or any supplement or amendment thereto, or contesting the powers of the County or any authorization in connection with the adoption of the County Resolution, or the execution and delivery by the County of the Legal Documents to which the County is party wherein an unfavorable decision, ruling or finding which would materially adversely affect the validity or enforceability of the Act as to the County or the performance by the County of its obligations under and in connection with the Legal Documents to which the County is a party; and

(F) the preparation and distribution of the Official Statement have been duly authorized by the Board of Supervisors of the County;

(ix) an opinion of County Counsel, as counsel to the Authority, dated the date of Closing and addressed to the Underwriters to the effect that:

(A) the Authority is a joint exercise of powers authority duly organized and operating pursuant to Chapter 5, Division 7, Title 1 of the California Government Code, and has full legal right, power and authority to execute and

deliver, and to perform its obligations under the Legal Documents to which it is a party and the Series 2024H Bonds;

(B) the Authority Resolution was duly adopted at a meeting of the Board of Directors of the Authority, which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting at the time of adoption;

(C) the Legal Documents and the Series 2024H Bonds have been duly authorized by the Authority and, assuming satisfaction by the County, the Authority, and the Underwriters of their respective obligations to be satisfied under this Bond Purchase Agreement, no change in any applicable law, regulations or rulings, or in interpretations thereof, and the due authorization, execution and delivery by the other respective parties thereto, will constitute legal, valid and binding obligations of the Authority, enforceable against the Authority in accordance with their respective terms;

(D) to the best of County Counsel's knowledge, the Authority is not in breach of or default under any applicable law or administrative regulation of the State or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Authority is a party or is otherwise subject, which breach or default would materially adversely affect the Authority's ability to issue the Series 2024H Bonds or enter into or perform its obligations under the Legal Documents to be executed by it, and, to the best of County Counsel's knowledge, no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute such a breach or default; assuming no change in any applicable law, regulations or rulings, or in interpretations thereof, from that which is in effect on the date of the Closing, the issuance of the Series 2024H Bonds and the execution and delivery of the Legal Documents by the Authority and compliance with the provisions on the Authority's part contained herein and therein, will not in any material respect conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument known to County Counsel after reasonable inquiry to which the Authority is a party or is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets of the Authority under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as provided in the Series 2024H Bonds, or the Legal Documents to be executed by the Authority; and the issuance of the Series 2024H Bonds and the execution and delivery of the Legal Documents, and compliance with the provisions on the Authority's part contained therein will not conflict with or constitute a material breach of or default under any constitutional provision, law, administrative regulation, judgment or decree or any provision of any loan agreement, indenture, bond, note, resolution, agreement or other instrument known to us after reasonable inquiry to which the Authority is a party

or to which the Authority, the Property or the assets of the Authority is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the Property or assets of the Authority or under the terms of any such law, regulation or instrument, except as expressly provided by the Series 2024H Bonds (as set forth in the Indenture), the Authority Resolution, or the Bond Purchase Agreement; and

(E) to the best of County Counsel's knowledge, and except as disclosed in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending in which service of process has been completed against the Authority or threatened against the Authority affecting the corporate existence of the Authority or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the issuance or sale of the Series 2024H Bonds or the County's covenant to make the necessary annual appropriations for all the Base Rental Payments as required under the Sublease or contesting or affecting as to the Authority the validity or enforceability of the Act, the Series 2024H Bonds or the Legal Documents, or contesting the tax exempt status of payment and interest as would be received by the Owners of the Series 2024H Bonds, or contesting the completeness or accuracy of the Official Statement or any supplement or amendment thereto, or contesting the powers of the Authority or any authorization in connection with the issuance of the Series 2024H Bonds, the adoption of the Authority Resolution, or the execution and delivery by the Authority of the Series 2024H Bonds, or the Legal Documents to which the Authority is a party wherein an unfavorable decision, ruling or finding which would materially adversely affect the validity or enforceability of the Act as to the Authority or the performance by the Authority of its obligations under and in connection with the Series 2024H Bonds, or the Legal Documents; and

(F) the preparation and distribution of the Official Statement have been duly authorized by the Board of Directors of the Authority;

(x) a certificate of an Authorized County Representative (as defined in the Resolution) dated the date of Closing to the effect that:

(A) the representations and warranties of the County contained herein are true and correct in all material respects on and as of the date of Closing as if made on the date of Closing, except that all references herein to the Preliminary Official Statement shall be deemed to be references to the Official Statement;

(B) to the best of his or her knowledge, no event affecting the County has occurred since the date of the Official Statement which should be disclosed in the Official Statement, as the same may be supplemented or amended, in order that the Official Statement not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they are made, not misleading;

(C) to the best knowledge of the Authorized County Representative, there does not exist any action, suit, proceeding or investigation pending in which service of process has been completed against the County, or threatened against the County which if adversely determined, could materially adversely affect the financial position of the County;

(D) the County has obtained insurance, or otherwise provided for self-insurance, as required by the Sublease and all required policies are in full force and effect and have not been revoked or rescinded;

(E) the County has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied pursuant to the Legal Documents to which it is a party at or prior to the time of Closing;

(xi) a certificate of an Authorized Authority Representative (as defined in the Resolution) dated the date of Closing to the effect that:

(A) the representations and warranties of the Authority contained herein are true and correct in all material respects on and as of the date of Closing as if made on the date of Closing, except that all references therein to the Preliminary Official Statement shall be deemed to be references to the Official Statement;

(B) to the best of his or her knowledge, no event affecting the Authority has occurred since the date of the Official Statement which should be disclosed in the Official Statement, as the same may be supplemented or amended, in order that the Official Statement not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they are made, not misleading; and

(C) to the best knowledge of the Authorized Authority Representative, there does not exist any action, suit, proceeding or investigation pending in which service of process has been completed against the Authority, or threatened against the Authority which if adversely determined, could materially adversely affect the financial position of the Authority;

(D) the Authority has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied pursuant to the Legal Documents to which it is a party at or prior to the time of Closing;

(xii) an opinion of Katten Muchin Rosenman LLP, as counsel to the Underwriters, dated the date of Closing and addressed to the Underwriters in form reasonably satisfactory to the Representatives;

(xiii) copies of the Authority Resolution certified by the Clerk of the Board of Directors of the Authority authorizing the execution and delivery of the Official Statement, the Official Statement and the Legal Documents to which the Authority is a party;

(xiv) copies of the County Resolution certified by the Clerk of the Board of Supervisors of the County authorizing the execution and delivery of the Official Statement, the Official Statement and the Legal Documents to which the County is a party;

(xv) the preliminary and final Notice of Sale required to be delivered to the California Debt and Investment Advisory Commission pursuant to Section 53583 of the California Government Code and Section 8855(g) of the California Government Code;

(xvi) the final form of the Tax Certificate for the Series 2024H Bonds, in form and substance acceptable to Bond Counsel and the Representatives;

(xvii) evidence that the ratings on the Series 2024H Bonds are as described in the Official Statement;

(xviii) a certificate of the Trustee dated the date of Closing to the effect that:

(A) the Trustee is duly organized and existing as a national banking association organized and existing under the laws of the United States of America, having the full power and authority to enter into and perform its duties under the Indenture and to authenticate and deliver the Series 2024H Bonds;

(B) the Trustee is duly authorized to enter into the Indenture, and, assuming the due authorization, execution and delivery of the Indenture by the other parties thereto, to deliver the Series 2024H Bonds to the Representatives pursuant to the terms of the Indenture;

(C) the execution and delivery by the Trustee of the Indenture and the Series 2024H Bonds, and compliance with the terms thereof, will not conflict with, or result in a violation or breach of, or constitute a default under, any loan agreement, indenture, bond, note, resolution or any other agreement or instrument to which the Trustee is a party or by which it is bound, or, to its best knowledge, any law or any rule, regulation, order or decree of any court or governmental agency or body having jurisdiction over the Trustee or any of its activities or properties (except that no representation, warranty or agreement is made by the Trustee with respect to any federal or state securities or blue sky laws or regulations);

(D) no authorization, approval, consent or order of any governmental agency or any other person is required for the valid authorization, execution and delivery of the Indenture by the Trustee or the delivery of the Series 2024H Bonds by the Trustee;

(E) there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, that has been served on, or, to the best of the knowledge of the Trustee, threatened against or affecting the existence of the Trustee or in any way contesting or affecting the validity or enforceability of the Series 2024H Bonds or the Indenture, or contesting the powers of the Trustee or its authority to enter into and perform its obligations under any of the foregoing, or wherein an unfavorable decision, ruling or finding would

adversely affect the Trustee or the transactions contemplated in connection with the delivery of the Series 2024H Bonds, or which, in any way, would adversely affect the validity of the Series 2024H Bonds or the Indenture or any agreement or instrument to which the Trustee is a party and which is used or contemplated for use in the Indenture, or the consummation of the transactions contemplated in connection with the issuance of the Series 2024H Bonds; and

(F) subject to the provisions of the Indenture, the Trustee will apply the proceeds from the Series 2024H Bonds to the purposes specified in the Indenture;

(xix) a certificate of the Escrow Bank dated the date of Closing to the effect that:

(A) the Escrow Bank is duly organized and existing as a national banking association organized and existing under the laws of the United States of America, having the full power and authority to enter into and perform its duties under the Escrow Agreement;

(B) the Escrow Bank is duly authorized to enter into the Escrow Agreement;

(C) the execution and delivery by the Escrow Bank of the Escrow Agreement, and compliance with the terms thereof, will not conflict with, or result in a violation or breach of, or constitute a default under, any loan agreement, indenture, bond, note, resolution or any other agreement or instrument to which the Escrow Bank is a party or by which it is bound, or, to its best knowledge, any law or any rule, regulation, order or decree of any court or governmental agency or body having jurisdiction over the Escrow Bank or any of its activities or properties (except that no representation, warranty or agreement is made by the Escrow Bank with respect to any federal or state securities or blue sky laws or regulations);

(D) no authorization, approval, consent or order of any governmental agency or any other person is required for the valid authorization, execution and delivery of the Escrow Agreement by the Escrow Bank; and

(E) there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, that has been served on, or, to the best of the knowledge of the Escrow Bank, threatened against or affecting the existence of the Escrow Bank or in any way contesting or affecting the validity or enforceability of the Escrow Agreement, or contesting the powers of the Escrow Bank or its authority to enter into and perform its obligations under the Escrow Agreement, or wherein an unfavorable decision, ruling or finding would adversely affect the Escrow Bank or the transactions contemplated in connection with the refunding of the Refunded Bonds, or which, in any way, would adversely affect the validity of the Escrow Agreement or any agreement or instrument to which the Escrow Bank is a party and which is used or contemplated for use in the Escrow Agreement, or the consummation of the transactions contemplated in connection with the refunding of the Refunded Bonds;

(xx) an opinion of counsel to the Trustee dated the date of Closing addressed to the County, the Authority and the Underwriters to the effect that:

(A) the Trustee is a national banking association organized and existing under the laws of the United States, having full power and being qualified to enter, accept and administer the trust created under the Indenture and to deliver the Series 2024H Bonds; and

(B) the Series 2024H Bonds have been duly delivered by the Trustee in accordance with the Indenture, and the Indenture has been duly authorized, executed and delivered by the Trustee and, assuming due authorization, execution and delivery thereof by the other parties thereto, constitutes the legal, valid and binding obligations of the Trustee enforceable in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles if equitable remedies are sought;

(xxi) an opinion of counsel to the Escrow Bank dated the date of Closing addressed to the County, the Authority and the Underwriters to the effect that:

(A) the Escrow Bank is a national banking association organized and existing under the laws of the United States, having full power and being qualified to enter and perform its duties under the Escrow Agreement; and

(B) the Escrow Agreement has been duly authorized, executed and delivered by the Escrow Bank and, assuming due authorization, execution and delivery thereof by the other parties thereto, constitute the legal, valid and binding obligations of the Escrow Bank enforceable in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles if equitable remedies are sought;

(xxii) evidence that the County has obtained insurance, or otherwise provided for self-insurance, as required by the Sublease and all required policies are in full force and effect and have not been revoked or rescinded;

(xxiii) certified copies of the general resolution of the Trustee authorizing the execution and delivery of certain documents by certain officers of the Trustee, which resolution authorizes the execution and delivery of the Indenture;

(xxiv) evidence that the conditions for the issuance of the Series 2024H Bonds as set forth in Sections 2.04 and 2.05 of the Master Indenture have been satisfied;

(xxv) the Tax Certificate for the Series 2024H Bonds, in form and substance acceptable to Bond Counsel;

(xxvi) a final report by the Verification Agent verifying and confirming the arithmetical accuracy of the computation of projected receipts for and of payments to retire the Refunded Bonds;

(xxvii) executed copy of the DTC Issuer Blanket Letter of Representations;

(xxviii) an opinion of Hawkins, Delafield & Wood LLP, as Disclosure Counsel (“Disclosure Counsel”), addressed to the Authority and the County, together with a reliance letter with respect thereto addressed to the Underwriters, in substantially the form of Exhibit D hereto;

(xxix) such additional legal opinions, certificates, instruments and other documents as Bond Counsel or the Underwriters may reasonably request to evidence compliance by the Trustee, the County and the Authority with legal requirements, the truth and accuracy, as of the time of Closing, of the representations contained herein and in the Official Statement, the lack of any material adverse litigation or proceeding and the due performance or satisfaction by the Trustee, the Authority and the County, at or prior to such time of all agreements then to be performed and all conditions then to be satisfied.

11. Termination. The Representatives shall have the right to terminate in its discretion the Underwriters’ obligations under this Bond Purchase Agreement to purchase, to accept delivery of and to pay for the Series 2024H Bonds by notifying the County or Authority of its election to do so:

(a) if, after the execution hereof and prior to Closing:

(i) legislation shall be enacted by the Congress of the United States or favorably reported out for passage to either House of Congress by any committee of such House, or passed by either House of Congress, or a decision shall have been rendered by a court of the United States or the United States Tax Court, or a ruling shall have been made or a regulation shall have been proposed or made by the Treasury Department of the United States or the Internal Revenue Service, with respect to the federal taxation of interest received on or evidenced by obligations of the general character of the Series 2024H Bonds, which, in the opinion of Bond Counsel has, or will have, the effect of making such interest subject to inclusion in gross income for purposes of federal income taxation, except to the extent such interest shall be includable in such gross income as of the date hereof;

(ii) any action shall have been taken by the Securities and Exchange Commission or by a court which would require registration of any security under the Securities Act of 1933, as amended, or qualification of any indenture under the Trust Indenture Act of 1939, as amended, in connection with the public offering of the Series 2024H Bonds, or any action shall have been taken by any court or by any government authority suspending the use of the Official Statement or any amendment or supplement thereto, or any proceeding for that purpose shall have been initiated or threatened in any such court or by any such authority;

(iii) (i) the Constitution of the State shall be amended or an amendment shall qualify for the ballot, or (ii) legislation shall be enacted, or (iii) a decision shall have been

rendered as to matters of State law, or (iv) any order, ruling or regulation shall have been issued or proposed by or on behalf of the State by an official, agency or department thereof, affecting the tax status of the County or Authority, its property or income, its bonds or notes (including the Series 2024H Bonds) or the interest thereon, which in the reasonable judgment of the Representatives would materially adversely affect the market price or marketability of the Series 2024H Bonds or make it impracticable to market the Series 2024H Bonds on the terms and in the manner contemplated in the Official Statement;

(iv) (i) trading of any securities of the County or Authority shall have been suspended on any exchange or in any over-the-counter market, (ii) a general banking moratorium by Federal, New York or California authorities or a general suspension of trading on any national securities exchange shall have been declared or a material disruption in commercial banking or securities settlement or clearances services affecting the Series 2024H Bonds shall have occurred, or (iii) a national emergency or war or other crisis shall have been declared by the United States or there shall have occurred an outbreak or escalation in major military hostilities by the United States or any calamity relating to the effective operation of the government or the financial community in the United States which, in the case of any of the events specified in clauses (i) through (iii), either singly or together with any other such event, makes it, in the reasonable judgment of the Representatives, impracticable to market the Series 2024H Bonds on the terms and in the manner contemplated in the Official Statement or materially adversely affects the market price or marketability of the Series 2024H Bonds;

(v) there shall have occurred any downgrading, or any notice shall have been given of any downgrading, in the rating accorded the Series 2024H Bonds or other debt securities issued by the Authority for the benefit of the County and secured by or payable from the general fund of the County by any “nationally recognized statistical rating organization,” as such term is defined for purposes of Rule 436(g)(2) under the Securities Act of 1933, as amended;

(vi) the New York Stock Exchange or other national securities exchange, or any governmental authority shall have: (i) imposed additional material restrictions not in force as of the date hereof with respect to trading in the Series 2024H Bonds; or (ii) materially increased restrictions now in force with respect to the extension of credit by or the charge to the net capital requirements of underwriters or broker-dealers, which, in the case any of the events specified in clauses (i) or (ii), either singly or together with any other such event, makes it, in the reasonable judgment of the Representatives, impracticable to market the Series 2024H Bonds on the terms and in the manner contemplated in the Official Statement, including any supplements or amendments thereto or materially adversely affects the market price or marketability of the Series 2024H Bonds;

(vii) the purchase of and payment for the Series 2024H Bonds by the Underwriters, or the resale of the Series 2024H Bonds by the Underwriters, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission; or

(viii) any event or circumstance shall exist that either makes untrue or incorrect in any material respect any statement or information in the Official Statement (other than any statement provided by the Underwriters or pertaining to DTC) or is not reflected in the Official Statement but should be reflected therein in order to make the statements therein, in the light of the circumstances under which they were made, not misleading and, in either such event, the County refuses a reasonable request to supplement the Official Statement to supply such statement or information or the effect of the amendment to the Official Statement is to materially and adversely affect the market price of the Series 2024H Bonds or the ability of the Underwriters to enforce contracts for the sale of the Series 2024H Bonds.

(ix) an event of default shall have occurred and be continuing as of the date of Closing under the Legal Documents; and

12. Expenses. (a) The Underwriters shall be under no obligation to pay and the Authority and the County shall pay or cause to be paid the expenses incident to the performance of their obligations hereunder including, but not limited to, (i) the cost of preparation, printing and delivery of the Indenture, the Sublease, the Site Lease and the other Legal Documents; (ii) the costs of preparation, printing and delivery of the Preliminary Official Statement and the Official Statement and any supplements and amendments thereto; (iii) the cost of preparation and printing of the Series 2024H Bonds; (iv) the fees and disbursements of Bond Counsel, Disclosure Counsel and County Counsel; (v) the fees and disbursements of Public Resources Advisory Group for its services as municipal advisor to the Authority or the County; (vi) the fees and disbursements of any other engineers, accountants, and other experts, consultants or advisers retained by the Authority or the County; (vii) the fees, if any, for bond ratings; (viii) the fees and disbursements of the Trustee, and (ix) the fees and disbursements of independent certified public accountants and any other independent auditor of the Authority or the County.

(b) The Underwriters shall pay only: (i) the cost of preparing the Blue Sky Memorandum; (ii) all advertising expenses and blue sky filing fees in connection with the public offering of the Series 2024H Bonds; (iii) the fees and disbursements of Katten Muchin Rosenman LLP, as counsel to the Underwriters; (iv) all California Debt and Investment Advisory Commission fees, and (v) all other expenses incurred by the Underwriters in connection with the public offering of the Series 2024H Bonds, including the fees and disbursements of any other counsel retained by them and the fees of Digital Assurance Certification, L.L.C. for a continuing disclosure compliance review. Some or all of the expenses to be paid by the Underwriters may be included as part of the expense component of the underwriting discount or may be reimbursed to the Underwriters as out-of-pocket expenses.

13. Representations of Representatives. The Representatives represent and warrant to and agree with the Authority and the County that they are authorized to take any action under this Bond Purchase Agreement required to be taken by and on behalf of the Underwriters and that this Bond Purchase Agreement is a binding contract of the Underwriters enforceable in accordance with its terms.

14. Notices. Any notice or other communication (other than the acceptance hereof as specified in the first paragraph hereof) to be given under this Bond Purchase Agreement may be given by delivering the same in writing:

to the County:

County of Los Angeles
Treasurer and Tax Collector
Kenneth Hahn Hall of Administration
500 West Temple Street, Room 432
Los Angeles, California 90012
Attention: Public Finance

to the Authority:

Los Angeles County Public Works Authority
500 West Temple Street, Room 432
Los Angeles, California 90012
Attention: Treasurer

and to the Underwriters:

BofA Securities, Inc.
333 S. Hope Street, Suite 3820
Los Angeles, California 90071
Attention: Frank Lauterbur

15. Parties in Interest; Survivability of Representations, Warranties and Agreements. This Bond Purchase Agreement is made solely for the benefit of the Authority, the County and the Underwriters and no other person shall acquire or have any right hereunder or by virtue hereof. All of the Authority's and the County's representations, warranties and agreements contained in this Bond Purchase Agreement shall remain operative and in full force and effect, regardless of: (i) any investigations made by or on behalf of the Underwriters; (ii) issuance of and payment for the Series 2024H Bonds pursuant to this Bond Purchase Agreement; and (iii) any termination of this Bond Purchase Agreement.

16. Governing Law. The laws of the State shall govern the validity, interpretation and performance of this Bond Purchase Agreement.

17. Entire Agreement. This Bond Purchase Agreement, when accepted by the Authority and the County in writing as heretofore specified, shall constitute the entire agreement among the Authority, the County and the Underwriters.

18. Headings. The headings of the paragraphs of this Bond Purchase Agreement are inserted for convenience of reference only and shall not be deemed to be a part hereof.

19. Effectiveness. This Bond Purchase Agreement shall become effective upon the execution of the acceptance hereof by an Authorized County Representative and an Authorized Authority Representative and shall be valid and enforceable at the time of such acceptance.

[Remainder of page left intentionally blank.]

20. Counterparts. This Bond Purchase Agreement may be executed in several counterparts, which together shall constitute one and the same instrument.

Very truly yours,

BOFA SECURITIES, INC., as a
Representative, on behalf of itself and the
other underwriters set forth on
Exhibit A hereto

By: _____

LOOP CAPITAL MARKETS, as
Representative, on behalf of itself and the
other underwriters set forth on
Exhibit A hereto

By: _____

ACCEPTED:

This ____ day of _____, 2024.

COUNTY OF LOS ANGELES, CALIFORNIA

By: _____

**LOS ANGELES COUNTY PUBLIC WORKS
FINANCING AUTHORITY**

By: _____

Approved as to Form:

DAWYN R. HARRISON
County Counsel

By: _____
County Counsel

EXHIBIT A
UNDERWRITERS

BofA Securities
LOOP Capital Markets

EXHIBIT B
MATURITY SCHEDULE

Maturity Date	Amount	Rate	Yield	Price
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^c Priced at the stated yield to the _____, optional redemption date at par.

TERMS OF REDEMPTION

The Series 2024H Bonds maturing on or before _____, are not subject to optional redemption prior to their respective stated maturity dates. The Series 2024H Bonds maturing on or after _____, are subject to optional redemption prior to their respective stated maturity dates, on any date on or after _____, in whole or in part, in Authorized Denominations, from (i) amounts received from the County in connection with the County's exercise of its right pursuant to Section 6.02 of the Sublease to cause Bonds to be optionally redeemed, or (ii) any other source of available funds, at a redemption price equal to the principal amount thereof, plus accrued interest thereof to the date fixed for redemption, without permission

The Series 2024H Bonds shall be subject to redemption, in whole or in part, on any date, in Authorized Denominations, from and to the extent of any Net Proceeds (other than Net Proceeds of rental interruption insurance) received with respect to all or a portion of the Property and deposited by the Trustee in the Redemption Fund in accordance with the provisions of the Indenture, at a redemption price equal to the principal amount thereof, plus accrued interest thereon to the date fixed for redemption, without premium.

EXHIBIT C

FORM OF ISSUE PRICE CERTIFICATE OF THE REPRESENTATIVE

[To be prepared by Bond Counsel]

SCHEDULE A

**SALE PRICES OF THE GENERAL RULE MATURITIES AND INITIAL OFFERING
PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES**

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

(Attached)

EXHIBIT D

FORM OF DISCLOSURE COUNSEL OPINION

[Closing Date]

Los Angeles County Public Works Financing Authority
Los Angeles, California

County of Los Angeles
Los Angeles, California

Ladies and Gentlemen:

We have acted as Disclosure Counsel to Los Angeles County Public Works Financing Authority (the “Authority”) and the County of Los Angeles, California (the “County”) in connection with the Preliminary Official Statement dated [POS Date] (the “Preliminary Official Statement”) and the [Official Statement dated [Sale Date] (the “Official Statement”)], each relating to the \$[PA] aggregate principal amount of Los Angeles County Public Works Financing Authority Lease Revenue Bonds, 2024 Series H (the “Bonds”). The Bonds are being issued under and pursuant to the Master Indenture, dated as of February 1, 2015, by and among the County, the Authority and Zions Bancorporation, National Association, as trustee (the “Trustee”), as previously amended and supplemented and as further amended and supplemented by the Sixth Supplemental Indenture, dated as of [Dated Date], by and among the County, the Authority and the Trustee (as so amended and supplemented, the “Indenture”). Capitalized terms used in this letter and not otherwise defined herein shall have the meanings provided by the [Official Statement].

The Preliminary Official Statement and the Official Statement are the Authority’s and the County’s document[s] and as such the Authority and the County are responsible for their content. The purpose of our engagement was not to independently establish, confirm, or verify the factual matters set forth in the Preliminary Official Statement and the Official Statement and we have not done so. Moreover, many of the determinations required to be made in the preparation of the Preliminary Official Statement and the Official Statement involve wholly or partially matters of a non-legal character. We do not, therefore, take any responsibility for the factual matters set forth in the Preliminary Official Statement and the Official Statement and we undertake herein only to express certain limited negative assurances regarding the same.

The purpose of our engagement by you was to provide certain limited negative assurances to BofA Securities, Inc. and Loop Capital Markets, (collectively, the “Representatives”) on behalf of itself and the other underwriters set forth on Exhibit A hereto (the “Underwriters”). In separately requesting and accepting this letter, the Authority and the County acknowledge that (i) the scope of those activities performed by us were inherently limited and do not encompass all activities that the Authority as the issuer of the Bonds may be responsible to undertake in preparing the Preliminary Official Statement and the Official Statement, (ii) those activities performed by us

relied substantially on representations, warranties, certifications and opinions made by representatives of the Authority and the County and others, and are otherwise subject to the matters set forth in this letter, and (iii) while such statements of negative assurance are customarily given to underwriters of municipal securities to assist them in discharging their responsibilities under the federal securities laws, the responsibilities of the Authority and the County under those laws may differ from those of Underwriters in material respects, and this letter may not serve the same purpose or provide the same utility to you as it would to the Underwriters.

In giving the limited assurances hereinafter expressed, we are not expressing any opinion or view on, but have ourselves assumed and relied upon, the validity, accuracy and sufficiency of the records, documents, certificates and opinions executed and delivered in connection with the issuance of the Bonds. Without limiting the foregoing statement, we have relied, without independently opining upon the legal conclusions expressed and without independently verifying the factual matters represented, on the legal opinions that we have reviewed. Also, we have not conducted an independent diligence regarding the County's compliance with its continuing disclosure undertakings and express no view regarding the County's compliance with any obligation to provide annual reports or notices of events in accordance with its continuing disclosure undertakings.

This letter does not address (i) CUSIP numbers, (ii) any financial statements contained or incorporated by reference in the Preliminary Official Statement and the Official Statement, (iii) any financial, demographic, statistical or economic data, estimates, projections, numbers, assumptions, charts, graphs, tables, or expressions of opinion contained in the Preliminary Official Statement and the Official Statement, (iv) the section entitled "Tax Matters", and (v) information relating to the book-entry-only system, including information in Appendix D – "Book-Entry Only System."

In our capacity as Disclosure Counsel, we participated in meetings and conference calls with representatives of the Authority and the County, Orrick, Herrington & Sutcliffe LLP, as Bond Counsel, the Underwriters, Katten Muchin Rosenman LLP, as Underwriters' Counsel, Public Resources Advisory Group, as Municipal Advisor to the County, and other parties, during which the contents of the Preliminary Official Statement and the Official Statement were discussed and reviewed. Based upon such participation, and information disclosed to us in the course of our representation as Disclosure Counsel, considered in light of our understanding of the applicable law and the experience we have gained through our practice of law, and subject to all of the foregoing in this letter including the qualifications respecting the scope and nature of our engagement, we advise you, as a matter of fact but not opinion, that, during the course of our engagement as Disclosure Counsel with respect to the Preliminary Official Statement and the Official Statement, no facts came to the attention of the attorneys of our firm rendering legal services in connection with this matter that caused them to believe that the Preliminary Official Statement as of the date of the Preliminary Official Statement and as of [Sale Date] or the Official Statement as of the date of the Official Statement and as of the date hereof contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

We assume no obligation to update, revise or supplement this letter to reflect any action hereafter taken or not taken, or any facts or circumstances that may hereafter come to our attention, or for any other reason.

We are not expressing any opinion with respect to the authorization, execution, delivery, issuance or validity of the Bonds, or the exclusion from gross income for federal income tax purposes of interest on the Bonds.

This letter is furnished by us solely for your benefit and may not be relied upon by any other person or entity, except as may be expressly authorized by us in writing. This letter is not to be used, circulated, quoted or otherwise referred to in connection with the offering of the Bonds, except that reference may be made in any list of closing documents pertaining to the issuance of the Bonds.

Very truly yours,

[Closing Date]

BofA Securities, Inc.
as representative of itself and
the other underwriters for the herein described Bonds

Ladies and Gentlemen:

We deliver to you herewith a copy of our opinion as Disclosure Counsel to Los Angeles County Public Works Financing Authority (the “Authority”) and the County of Los Angeles, California (the “County”) dated the date hereof relating to the Preliminary Official Statement dated [POS Date] and the Official Statement dated [Sale Date]], each relating to the \$_____ aggregate principal amount of Los Angeles County Public Works Financing Authority Lease Revenue Bonds, 2024 Series H. You are entitled to rely on such opinion as if the same were addressed to you.

Very truly yours,

This Preliminary Official Statement and the information contained herein are subject to completion or amendment without notice. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities, in any jurisdiction in which such offer, solicitation, or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

HDW – 7/23/24 Draft

PRELIMINARY OFFICIAL STATEMENT DATED AUGUST __, 2024

NEW ISSUE – BOOK-ENTRY ONLY

RATINGS: See “RATINGS” herein.

In the opinion of Stradling Yocca Carlson & Rauth LLP, Bond Counsel, under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described in this Official Statement, interest (and original issue discount) on the Series 2024H Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals. In the further opinion of Bond Counsel, interest (and original issue discount) on the Series 2024H Bonds is exempt from State of California personal income tax. See the caption “TAX MATTERS” with respect to tax consequences relating to the Series 2024H Bonds, including with respect to the alternative minimum tax imposed on certain large corporations.



[\$Par Amount]* LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY Lease Revenue Bonds, 2024 Series H

Dated: Date of Delivery

Due: December 1, as shown on the inside cover page

This cover page contains information for reference only. Investors must read the entire Official Statement to obtain information essential in making an informed investment decision. Capitalized terms used in this cover page shall have the meanings given such terms herein.

The Los Angeles County Public Works Financing Authority Lease Revenue Bonds, 2024 Series H (the “Series 2024H Bonds”) are special obligations of the Los Angeles County Public Works Financing Authority (the “Authority”), payable solely from Lease Revenues and the other assets pledged therefor under the Master Indenture, dated as of February 1, 2015, as previously amended and supplemented and as further amended and supplemented by the Seventh Supplemental Indenture, dated as of September 1, 2024 (the “Seventh Supplemental Indenture” and, as so amended and supplemented, the “Indenture”), by and among the County of Los Angeles, California (the “County”), the Authority and Zions Bancorporation, National Association, as trustee (the “Trustee”). Lease Revenues consist primarily of Base Rental Payments to be made by the County for the use of certain real property and the improvements located thereon (the “Property”) pursuant to the Master Sublease, dated as of February 1, 2015, as amended and supplemented as described herein (as so amended and supplemented, the “Sublease”), by and between the County and the Authority. The County has covenanted under the Sublease to make all Base Rental Payments and Additional Rental Payments (collectively, the “Rental Payments”) provided for therein, to include all such Rental Payments in its annual budgets and to make necessary annual appropriations for all such Rental Payments. The County’s obligation to make Base Rental Payments is subject to abatement during any period in which, by reason of material damage to, or destruction or condemnation of, the Property, or any defect in title to the Property, there is substantial interference with the County’s right to use and occupy any portion of the Property. See “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2024H BONDS” herein.

The Authority has previously issued certain lease revenue bonds pursuant to the Indenture (the “Prior Bonds”) in the original aggregate principal amount of \$1,364,530,000. Subject to satisfaction of certain conditions precedent, the Authority may issue additional bonds (the “Additional Bonds”) under the Indenture. The Series 2024H Bonds will be issued as Additional Bonds under the Indenture. The Prior Bonds and the Series 2024H Bonds are payable from Lease Revenues on a parity with all other Additional Bonds issued under the Indenture. See “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2024H BONDS – Parity Obligations; Additional Bonds” herein. No amounts in the Reserve Fund established under the Indenture will be available for payment of debt service on the Series 2024H Bonds.

The proceeds of the Series 2024H Bonds will be used to (i) finance and refinance certain capital improvement projects described herein, including the repayment of certain Commercial Paper Notes (as described herein) issued by the Los Angeles County Capital Asset Leasing Corporation to finance certain capital improvement projects, (ii) current refund all or a portion of the Authority’s Lease Revenue Bonds (Multiple Capital Projects), 2015 Series A and (iii) pay certain costs of issuance incurred in connection with the issuance of the Series 2024H Bonds. See “PLAN OF FINANCE” and “ESTIMATED SOURCES AND USES OF FUNDS” herein.

The Series 2024H Bonds will be issued in denominations of \$5,000 and any integral multiple thereof. The Series 2024H Bonds will be dated their date of delivery and are payable with respect to interest semiannually each June 1 and December 1, commencing on [December 1, 2024]. The Series 2024H Bonds will be delivered in fully-registered form only, and when delivered, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”). DTC will act as securities depository for the Series 2024H Bonds. Ownership interests in the Series 2024H Bonds may be purchased in book-entry form only. Principal of and interest and redemption premium, if any, on the Series 2024H Bonds will be paid by the Trustee to DTC or its nominee, which will in turn remit such payments to its Participants (defined herein) for subsequent disbursement to the Beneficial Owners of the Series 2024H Bonds. See APPENDIX D – “Book-Entry Only System” attached hereto.

The Series 2024H Bonds are subject to redemption prior to maturity, as described herein. See “THE SERIES 2024H BONDS – Redemption of the Series 2024H Bonds” herein.

See “CERTAIN RISK FACTORS” for a discussion of factors that should be considered, in addition to the other matters set forth herein, in evaluating the investment quality of the Series 2024H Bonds.

THE OBLIGATION OF THE COUNTY TO PAY THE BASE RENTAL PAYMENTS DOES NOT CONSTITUTE A DEBT OF THE COUNTY OR OF THE STATE OF CALIFORNIA OR OF ANY POLITICAL SUBDIVISION THEREOF IN CONTRAVENTION OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMIT OR RESTRICTION, AND DOES NOT

* Preliminary, subject to change.

CONSTITUTE AN OBLIGATION FOR WHICH THE COUNTY OR THE STATE OF CALIFORNIA IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE COUNTY OR THE STATE OF CALIFORNIA HAS LEVIED OR PLEDGED ANY FORM OF TAXATION. THE SERIES 2024H BONDS SHALL BE SPECIAL OBLIGATIONS OF THE AUTHORITY, PAYABLE SOLELY FROM THE LEASE REVENUES AND THE OTHER ASSETS PLEDGED THEREFOR UNDER THE INDENTURE. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE AUTHORITY, THE COUNTY OR THE STATE OF CALIFORNIA, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE SERIES 2024H BONDS. THE AUTHORITY HAS NO TAXING POWER AND HAS NO OBLIGATION TO PAY BASE RENTAL PAYMENTS.

The Series 2024H Bonds are offered when, as and if issued, subject to the approval as to their validity by Stradling Yocca Carlson & Rauth, LLP, Newport Beach, California, Bond Counsel to the Authority. Certain legal matters will be passed upon for the Authority and the County by Hawkins Delafield & Wood LLP, Los Angeles, California, Disclosure Counsel, and by County Counsel, and for the Underwriters by their counsel, Katten Muchin Rosenman LLP, New York, New York. It is anticipated that the Series 2024H Bonds will be available for delivery through the facilities of DTC in New York, New York on or about _____, 2024.

BofA Securities

Loop Capital Markets

[Co-Managers to come]

Dated: August __, 2024

MATURITY SCHEDULE

**[\$[Par Amount]*
LOS ANGELES COUNTY
PUBLIC WORKS FINANCING AUTHORITY**

**Lease Revenue Bonds, 2024 Series H
(Base CUSIP†: 54473E)**

Due (December 1)	Principal Amount	Interest Rate	Yield	CUSIP Suffix†	Due (December 1)	Principal Amount	Interest Rate	Yield	CUSIP Suffix†
2024	\$	%	%		2040	\$	%	%	
2025					2041				
2026					2042				
2027					2043				
2028					2044				
2029					2045				
2030					2046				
2031					2047				
2032					2048				
2033					2049				
2034					2050				
2035					2051				
2036					2052				
2037					2053				
2038					2054				
2039									

\$ _____ Series 2024H Term Bonds due December 1, 20 __, at ____%; Yield – ____%, CUSIP† ____

* Preliminary, subject to change.

† CUSIP® is a registered trademark of The American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of The American Bankers Association by FactSet Research Systems Inc. Copyright© 2024 CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the Authority, the County, the Underwriters or their respective agents or counsel assume responsibility for the accuracy of such numbers.



COUNTY OF LOS ANGELES

LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY LEASE REVENUE BONDS, 2024 SERIES H

BOARD OF SUPERVISORS

Lindsey P. Horvath
Third District, Chair

Hilda L. Solis
First District

Holly J. Mitchell
Second District

Janice Hahn
Fourth District

Kathryn Barger
Fifth District

Edward Yen
*Executive Officer-Clerk
Board of Supervisors*

COUNTY OFFICIALS

Fesia A. Davenport
Chief Executive Officer

Dawyn R. Harrison
County Counsel

Elizabeth Buenrostro Ginsberg
Treasurer and Tax Collector

Oscar Valdez
Auditor-Controller

No dealer, broker, salesperson or other person has been authorized to give any information or to make any representations other than those contained herein. If given or made, such other information or representations must not be relied upon as having been authorized by the County or the Authority. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Series 2024H Bonds by any person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

This Official Statement is not to be construed as a contract with the purchasers of the Series 2024H Bonds. Statements contained herein which involve estimates, projections, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as representations of facts.

The information set forth herein has been obtained from the Authority and the County, and other sources that are believed by the Authority and the County to be reliable. The information and expressions of opinion herein are subject to change without notice and neither delivery of this Official Statement nor any sale of the Series 2024H Bonds made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the County or the Authority since the date hereof. All summaries of the documents and laws are made subject to the provisions thereof and do not purport to be complete statements of any or all such provisions. Preparation of this Official Statement and its distribution have been duly authorized and approved by the County and the Authority.

The Underwriters have provided the following sentence for inclusion herein. The Underwriters have reviewed the information herein in accordance with, and as part of, their responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

Certain statements included or incorporated by reference herein constitute “forward-looking statements.” Such statements are generally identifiable by the terminology used, such as “plan,” “expect,” “estimate,” “budget” or other similar words. The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Although such expectations reflected in such forward-looking statements are believed to be reasonable, there can be no assurance that such expectations will prove to be correct. Neither the County nor the Authority plans to issue any updates or revisions to those forward-looking statements if or when their expectations, or events, conditions or circumstances on which such statements are based, occur.

The County maintains a website. However, the information presented there is not part of this Official Statement and should not be relied upon in making an investment decision with respect to the Series 2024H Bonds.

THE UNDERWRITERS MAY OFFER AND SELL THE SERIES 2024H BONDS TO CERTAIN DEALERS, INSTITUTIONAL INVESTORS AND OTHERS AT PRICES LOWER THAN THE PUBLIC OFFERING PRICES STATED ON THE INSIDE COVER PAGE HEREOF AND SUCH PUBLIC OFFERING PRICES MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITERS.

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[\$Par Amount]*
LOS ANGELES COUNTY
PUBLIC WORKS FINANCING AUTHORITY
Lease Revenue Bonds, 2024 Series H

INTRODUCTION

General

This Official Statement, including the cover page, the inside cover page and the appendices attached hereto (this “Official Statement”), provides certain information concerning the sale and issuance of the Los Angeles County Public Works Financing Authority Lease Revenue Bonds, 2024 Series H (the “Series 2024H Bonds”). The Series 2024H Bonds are being issued pursuant to the Marks-Roos Local Bond Pooling Act of 1985, constituting Section 6584 *et seq.* of the California Government Code and the Master Indenture, dated as of February 1, 2015, by and among the County of Los Angeles, California (the “County”), the Los Angeles County Public Works Financing Authority (the “Authority”) and Zions Bancorporation, National Association, as trustee (the “Trustee”), as previously amended and supplemented and as further amended and supplemented by the Seventh Supplemental Indenture, dated as of September 1, 2024 (the “Seventh Supplemental Indenture”), by and among the County, the Authority and the Trustee (as so amended and supplemented, the “Indenture”).

The Series 2024H Bonds are special obligations of the Authority and are payable solely from the Lease Revenues (as defined below) and the other assets pledged for the Series 2024H Bonds under the Indenture as described herein. Lease Revenues consist primarily of Base Rental Payments (as defined below) to be made by the County for the use of certain real property and the improvements located thereon, as more particularly described herein (the “Property”), pursuant to the Master Sublease, dated as of February 1, 2015, by and between the County and the Authority, as previously amended and supplemented and as further amended and supplemented by the Sixth Amendment to Master Sublease, dated as of September 1, 2024, by and between the County and the Authority (as so amended and supplemented, the “Sublease”). “Lease Revenues” means all Base Rental Payments payable by the County pursuant to the Sublease, including any prepayments thereof, any Net Proceeds (as defined below) and any amounts received by the Trustee as a result of or in connection with the Trustee’s pursuit of remedies under the Sublease upon a Sublease Default Event (as defined below). “Base Rental Payments” means all amounts payable to the Authority by the County as Base Rental Payments pursuant to the Sublease. “Net Proceeds” means any insurance proceeds or condemnation award paid with respect to any of the Property, which proceeds or award, after payment therefrom of all reasonable expenses incurred in the collection thereof, are in an amount greater than \$50,000. “Sublease Default Event” means an event of default pursuant to and as described in the Sublease.

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and appendices to this Official Statement, and the documents summarized or described in this Official Statement. A full review should be made of the entire Official Statement. The sale and delivery of Series 2024H Bonds to potential investors is made only by means of this Official Statement.

* Preliminary, subject to change.

All capitalized terms used herein (unless otherwise defined herein) which are defined in the Indenture or the Sublease shall have the same meanings assigned to such terms as set forth therein. See APPENDIX C – “SUMMARY OF PRINCIPAL LEGAL DOCUMENTS.”

The County

The County is located in the southern coastal portion of the State of California (the “State”) and covers 4,083 square miles. The County was established under an act of the State Legislature on February 18, 1850. It is the most populous county in the nation and, in terms of population, is larger than 40 states. The economy of the County is diversified and includes manufacturing, technology, world trade, financial services, motion picture and television production, agriculture and tourism. For additional economic, demographic and financial information with respect to the County, see APPENDIX A – “THE COUNTY OF LOS ANGELES INFORMATION STATEMENT” and APPENDIX B – “THE COUNTY OF LOS ANGELES AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2023.”

The Authority

The Authority was formed pursuant to a Joint Exercise of Powers Agreement, dated May 18, 1993 (as amended by a Certificate of Amendment dated April 26, 1994, and a Certificate of Amendment dated October 22, 1996, and as further amended from time to time, the “JPA Agreement”), to provide financial assistance from time to time to the County, the Los Angeles County Flood Control District, the Los Angeles County Regional Park and Open Space District, the Community Facilities District No. 2 (Rowland Heights Area) of the County of Los Angeles and any entity that becomes a party to the JPA Agreement in accordance with its terms. The Authority has previously issued obligations secured by certain revenues of and rental payments from certain contracting parties and may issue additional obligations in the future. These other obligations of the Authority are not secured by the Lease Revenues, and the Series 2024H Bonds, the Prior Bonds and any other Additional Bonds (each as defined herein) are not secured by any other assets or property of the Authority other than the Lease Revenues and the other assets pledged to the payment of the Series 2024H Bonds under the Indenture.

Description of the Series 2024H Bonds

The Series 2024H Bonds will be issued in denominations of \$5,000 and any integral multiple thereof (the “Authorized Denominations”). The Series 2024H Bonds will be dated their date of delivery and are payable with respect to interest semiannually each June 1 and December 1, commencing on [December 1, 2024].

The Series 2024H Bonds will be delivered in fully-registered form only, and when delivered, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”). DTC will act as securities depository for the Series 2024H Bonds. Ownership interests in the Series 2024H Bonds may be purchased in book-entry form only. Principal of and interest on the Series 2024H Bonds will be paid by the Trustee to DTC or its nominee, which will in turn remit such payments to its Participants (defined herein) for subsequent disbursement to the beneficial owners (the “Beneficial Owners”) of the Series 2024H Bonds. See APPENDIX D – “BOOK-ENTRY ONLY SYSTEM.”

The Series 2024H Bonds are subject to redemption prior to maturity, as described herein. See “THE SERIES 2024H BONDS – Redemption of the Series 2024H Bonds.”

For a more complete description of the Series 2024H Bonds, see “THE SERIES 2024H BONDS,” “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2024H BONDS” and APPENDIX C – “SUMMARY OF PRINCIPAL LEGAL DOCUMENTS.”

Security and Sources of Payment for the Bonds

The County leases the Property to the Authority pursuant to a Master Site Lease, dated as of February 1, 2015, by and between the County and the Authority, as previously amended and supplemented and as further amended and supplemented by the Sixth Amendment to Master Site Lease, dated as of September 1, 2024, by and between the County and the Authority (as so amended and supplemented, the “Site Lease”). The County subleases the Property from the Authority pursuant to the Sublease. The Series 2024H Bonds shall be special obligations of the Authority, payable solely from the Lease Revenues and the other assets pledged therefor under the Indenture as described herein.

Pursuant to the Indenture, the Authority has previously issued the following:

Issue Name	Original Principal Amount
Los Angeles County Public Works Financing Authority Lease Revenue Bonds (Multiple Capital Projects), 2015 Series A (the “Series 2015A Bonds”)	\$153,215,000 ⁽¹⁾
Los Angeles County Public Works Financing Authority Lease Revenue Refunding Bonds, 2015 Series B (Tax-Exempt) (the “Series 2015B Bonds”)	133,330,000
Los Angeles County Public Works Financing Authority Lease Revenue Refunding Bonds, 2015 Series C (Federally Taxable) (the “Series 2015C Bonds”)	85,010,000
Los Angeles County Public Works Financing Authority Lease Revenue Bonds, 2016 Series D (the “Series 2016D Bonds”)	255,855,000
Los Angeles County Public Works Financing Authority Lease Revenue Bonds, 2019 Series E-1 and E-1 (the “Series 2019E Bonds”)	251,890,000
Los Angeles County Public Works Financing Authority Lease Revenue Bonds, 2021 Series F (Green Bonds) (the “Series 2021F Bonds”)	260,110,000
Los Angeles County Public Works Financing Authority Lease Revenue Refunding Bonds, 2022 Series G (Forward Delivery) (the “Series 2022G Bonds” and, together with the “Series 2015A Bonds, the 2015B Bonds, the 2015C Bonds, the 2016D Bonds, the Series 2019E Bonds and the 2021F Bonds, the “Prior Bonds”)	225,120,000

⁽¹⁾ All or a portion of the Series 2015A Bonds will be refunded with proceeds of the Series 2024H Bonds as set forth herein. See “PLAN OF FINANCE” herein.

As of June 30, 2024, the Prior Bonds were outstanding in the principal amount of \$1,147,955,000. Subject to satisfaction of certain conditions precedent, the Authority may issue additional bonds (the “Additional Bonds”) under the Indenture. The Series 2024H Bonds will be issued as Additional Bonds under the Indenture, and the Prior Bonds, the Series 2024H Bonds and any other Additional Bonds hereafter issued (collectively, the “Bonds”) are payable from Lease Revenues on a parity with all other Bonds issued under the Indenture.

Base Rental Payments to be made by the County under the Sublease will be used to pay principal of and interest and premium, if any, on the Bonds when due. The Base Rental Payments are equal to the principal of and interest on the Bonds when due. The County has covenanted under the Sublease to make all Base Rental Payments and Additional Rental Payments (as defined below) (collectively, the “Rental

Payments”) provided for in the Sublease, to include all such Rental Payments in the County’s annual budgets and to make necessary annual appropriations for all such Rental Payments. “Additional Rental Payments” means all amounts payable by the County as Additional Rental Payments pursuant to the Sublease.

The County’s obligation to pay Base Rental Payments is subject to abatement during any period in which, by reason of material damage to, or destruction or condemnation of, the Property, or any defect in title to the Property, there is substantial interference with the County’s right to use and occupy any portion of the Property. Failure of the County to pay Base Rental Payments during any such period shall not constitute a default under the Sublease, the Indenture or the Bonds.

The obligation of the County to pay the Base Rental Payments does not constitute a debt of the County or of the State or of any political subdivision thereof in contravention of any constitutional or statutory debt limit or restriction, and does not constitute an obligation for which the County or the State is obligated to levy or pledge any form of taxation or for which the County or the State has levied or pledged any form of taxation. The Bonds shall be special obligations of the Authority, payable solely from the Lease Revenues and the other assets pledged therefor under the Indenture. Neither the faith and credit nor the taxing power of the Authority, the County or the State, or any political subdivision thereof, is pledged to the payment of the Bonds. The Authority has no taxing power and has no obligation to pay Base Rental Payments. See “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2024H BONDS” and APPENDIX C – “SUMMARY OF PRINCIPAL LEGAL DOCUMENTS.”

No Reserve Fund Amounts

The Series 2024H Bonds are not Common Reserve Bonds (which are secured by amounts in a Reserve Account). No amounts in the Reserve Fund, including the Common Reserve Account established and maintained thereunder, are available for payment of any amounts due on the Series 2024H Bonds. See “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2024H BONDS – Reserve Fund.”

Parity Obligations; Additional Bonds

The Series 2024H Bonds will be issued as Additional Bonds under the Indenture. The Authority has previously issued the Prior Bonds pursuant to the Indenture payable from Lease Revenues on a parity with the Series 2024H Bonds and all other Additional Bonds hereafter issued under the Indenture. Under the Indenture, the Authority may issue other Additional Bonds payable from Lease Revenues on a parity with all other Bonds theretofore issued under the Indenture, but subject to the satisfaction of certain conditions precedent, including, (1) the provision to the Trustee of a Supplemental Indenture that, among other things, specifies whether such Additional Bonds shall (a) constitute Common Reserve Bonds secured by the Common Reserve Account, (b) be secured by any other Reserve Account, or (c) not be secured by any Reserve Account, and (2) the filing with the Trustee, among other things, of (a) a certificate of the County to the effect that, upon the issuance of such Additional Bonds, the sum of Base Rental Payments, including any increase in the Base Rental Payments as a result of the issuance of such Additional Bonds, plus Additional Rental Payments, in any Rental Period, is not in excess of the annual fair rental value of the Property after taking into account the use of the proceeds of such Additional Bonds, and (b) a CLTA title insurance policy or other appropriate form of policy in the amount of the Additional Bonds of the type set forth in the Sublease. See “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2024H BONDS – Parity Obligations; Additional Bonds” and APPENDIX C – “SUMMARY OF PRINCIPAL LEGAL DOCUMENTS – INDENTURE – The Bonds – Conditions for the Issuance of Additional Bonds” and “– Procedure for the Issuance of Additional Bonds.”

Purpose of the Series 2024H Bonds

The Los Angeles County Capital Asset Leasing Corporation (the “Corporation”) previously issued certain of its Lease Revenue Obligation Commercial Paper Notes (the “Commercial Paper Notes”) for, among other purposes, the financing of a portion of the costs of acquisition, construction, renovation, improvement or equipping of certain capital expenditures. The proceeds of the Series 2024H Bonds will be used to (i) finance and refinance certain capital improvement projects described herein, including the repayment of certain of the Commercial Paper Notes, (ii) current refund all or a portion of the Series 2015A Bonds and (iii) pay certain costs of issuance incurred in connection with the issuance of the Series 2024H Bonds. See “PLAN OF FINANCE” and “ESTIMATED SOURCES AND USES OF FUNDS.”

Continuing Disclosure

Pursuant to the Continuing Disclosure Certificate to be executed in connection with the issuance of the Series 2024H Bonds, the County has covenanted to provide, or cause to be provided, by not later than April 1 of each fiscal year, commencing on April 1, 2025, to the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access system certain annual financial information and operating data and, in a timely manner, notice of certain enumerated events. These covenants have been made in order to assist the Underwriters of the Series 2024H Bonds in complying with Rule 15c2-12 (the “Rule”) promulgated by the U.S. Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended. See “CONTINUING DISCLOSURE” and APPENDIX E – “FORM OF CONTINUING DISCLOSURE CERTIFICATE.”

Certain Risk Factors

Certain events could affect the ability of the County to make the Base Rental Payments when due. See “CERTAIN RISK FACTORS” for a discussion of certain factors that should be considered, in addition to other matters set forth herein, in evaluating an investment in the Series 2024H Bonds.

Forward-Looking Statements

Certain statements included or incorporated by reference in the Official Statement constitute “forward-looking statements.” Such statements are generally identifiable by the terminology used such as “plan,” “expect,” “estimate,” “budget” or other similar words. The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Although such expectations reflected in such forward-looking statements are reasonable, there can be no assurance that such expectations will prove to be correct. The County is not obligated to issue any updates or revisions to the forward-looking statements if or when its expectations, or events, conditions or circumstances on which such statements are based occur.

Other Information

The descriptions herein of the Indenture, the Site Lease and the Sublease and any other agreements relating to the Series 2024H Bonds are qualified in their entirety by reference to such documents, and the descriptions herein of the Series 2024H Bonds are qualified in their entirety by the forms thereof and the information with respect thereto included in the aforementioned documents. See APPENDIX C – “SUMMARY OF PRINCIPAL LEGAL DOCUMENTS” attached hereto.

Any statements herein involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement among the Authority, the County and the purchasers or Owners of any of the Series 2024H Bonds. The information and expressions of opinion herein speak only as of their date and are subject to change without notice. Neither the delivery of this Official Statement nor any sale made under this Official Statement nor any future use of this Official Statement, under any circumstances, creates any implication that there has been no change in the affairs of the County or the Authority since the date of this Official Statement.

The presentation of information, including tables of receipt of revenues, is intended to show recent historical information and is not intended to indicate future or continuing trends in the financial position or other affairs of the County or the Authority. No representation is made that past experience, as it might be shown by such financial and other information, will necessarily continue or be repeated in the future.

PLAN OF FINANCE

The County previously caused to be issued certain Commercial Paper Notes for, among other purposes, the financing of a portion of the costs of acquisition, construction, renovation, improvement or equipping of certain capital expenditures relating to the Project (described below). The proceeds of the Series 2024H Bonds will be used to (i) finance and refinance certain capital improvement projects described herein, including the repayment of the interest on and maturing principal amounts of certain of the Commercial Paper Notes, (ii) current refund all or a portion of the Series 2015A Bonds, as further described below, and (iii) pay certain costs of issuance incurred in connection with the issuance of the Series 2024H Bonds.

Financing. Proceeds of the Series 2024H Bonds will be used to finance the Harbor-UCLA Medical Center (the “Harbor-UCLA Medical Center”). The Harbor-UCLA Medical Center replacement project is located at 1000 West Carson Street, Torrance, California 90502. The project consists of new construction of an acute care inpatient tower, an outpatient treatment building, a support services building, a central plant, a new parking structure, and a utility distribution facility, including demolition of various existing barracks to make a site for the new buildings, make-ready site works, underground infrastructure, and other improvements. Phase I of the Harbor-UCLA Medical Center replacement project consists of five components as follows: a 24,000 square foot two-story Support Services building, a 450,000 square foot, seven-story above-grade parking structure with 1,500 stalls, a regional laboratory building, a 400,000 square foot outpatient/support building, and a 20,000 square foot central utility plant that serves the existing southeast building and the new buildings that are under the jurisdiction of the California Department of Health Care Access and Information. The Harbor-UCLA Medical Center is not part of the Property that is subject to the Site Lease and the Sublease.

Refunding of Series 2015A Bonds. The Series 2015A Bonds being considered for refunding, subject to market conditions, are as follows:

<u>Maturity Date</u> <u>(December 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Defeasance/ Redemption</u> <u>Date</u>	<u>Redemption</u> <u>Price</u>	<u>CUSIP</u> <u>No.</u> <u>(Base: 54473E)†</u>
2024	\$3,590,000	[December 1, 2024]	N/A	QG2
2025	3,775,000	[December 1, 2024]	100%	QH0
2026	3,965,000	[December 1, 2024]	100	QJ6
2027	4,170,000	[December 1, 2024]	100	QK3
2028	4,385,000	[December 1, 2024]	100	QL1

2029	4,610,000	[December 1, 2024]	100	QM9
2030	4,845,000	[December 1, 2024]	100	QN7
2031	5,095,000	[December 1, 2024]	100	QP2
2032	5,355,000	[December 1, 2024]	100	QQ0
2033	5,630,000	[December 1, 2024]	100	QR8
2034	5,920,000	[December 1, 2024]	100	QS6
2039	34,470,000	[December 1, 2024]	100	QT4
2044	44,270,000	[December 1, 2024]	100	QU1

* Expressed as a percentage of the principal amount thereof, plus accrued interest to the Redemption Date.

† CUSIP® is a registered trademark of The American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of The American Bankers Association by FactSet Research Systems Inc. Copyright© 2015 CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the Authority, the County, the Underwriters or their respective agents or counsel assume responsibility for the accuracy of such numbers.

[To be updated based on Redemption Date determination.] To provide for the defeasance and refunding of the Series 2015A Bonds, the County intends to deposit into an escrow fund (the “Escrow Fund”) to be held by Zions Bancorporation, National Association (in its capacity as escrow agent, the “Escrow Agent”), proceeds of a portion of the Series 2024H Bonds, together with certain amounts released from the Indenture and deposited into the Escrow Fund, when invested in certain defeasance securities, will be sufficient to pay (i) principal of and interest on the Series 2015A Bonds maturing on December 1, 2024 and (ii) principal of and interest on the Series 2015A Bonds maturing after December 1, 2024 on the redemption date of [December 1, 2024] at a redemption price equal to 100% of the principal amount thereof without premium. The County intends to purchase or direct the Escrow Agent to purchase certain defeasance securities that will be held by the Escrow Agent in the Escrow Fund to be established thereby under an escrow agreement (the “Escrow Agreement”) by and among the County, the Authority and the Escrow Agent. Such defeasance securities will be available only for the payment of the Series 2015A Bonds for which the Escrow Fund is created. After the deposit of the defeasance securities into the Escrow Fund as described above, the County will be discharged from all obligations with respect to the Series 2015A Bonds. Samuel Klein and Company, a firm of independent certified public accountants, will verify the arithmetical computations used to determine the sufficiency of the escrow deposit. See “Verification of Mathematical Computations” herein.

Repayment of Commercial Paper Notes. Pursuant to the Seventh Supplemental Indenture, the Trustee is required to (i) deposit an amount sufficient to repay the Commercial Paper Notes to be repaid, in a fund designated therefor, which the Trustee is also required to establish and maintain, and (ii) transfer all amounts in such fund to the issuing and paying agent for the Commercial Paper Notes for the payment of such Commercial Paper Notes, and upon such transfer such fund is required to be closed.

ESTIMATED SOURCES AND USES OF FUNDS

The proceeds of the Series 2024H Bonds are expected to be applied approximately as set forth below:

Sources of Funds:

Principal Amount			
Original Issue Premium			
Released Funds with respect to			
Series 2015A Bonds			
TOTAL SOURCES			

Uses of Funds:

Repayment of Commercial Paper Notes			
Refund Series 2015A Bonds			
Project Fund			
Costs of Issuance ⁽¹⁾			
TOTAL USES			

⁽¹⁾ Includes underwriters’ discount, title insurance costs, fees of the rating agencies, bond counsel, disclosure counsel, the municipal advisor, verification agent and the trustee, and printing costs and other miscellaneous expenses.

THE SERIES 2024H BONDS

The following is a summary of certain provisions of the Series 2024H Bonds. Reference is made to the Series 2024H Bonds for the complete text thereof and to the Indenture for a more detailed description of such provisions. The discussion herein is qualified by such reference.

General

The Series 2024H Bonds will be issued in denominations of \$5,000 and any integral multiple thereof. The Series 2024H Bonds will be dated their date of delivery and are payable with respect to interest semiannually each June 1 and December 1, commencing on [December 1, 2024].

The Series 2024H Bonds will be delivered in fully-registered form only, and when delivered, will be registered in the name of Cede & Co., as nominee of DTC. DTC will act as securities depository for the Series 2024H Bonds. Ownership interests in the Series 2024H Bonds may be purchased in book-entry form only. Principal of and interest and premium, if any, on the Series 2024H Bonds will be paid by the Trustee to DTC or its nominee, which will in turn remit such payments to its Participants (defined herein) for subsequent disbursement to the Beneficial Owners of the Series 2024H Bonds. See APPENDIX D – “BOOK-ENTRY ONLY SYSTEM.”

Redemption of the Series 2024H Bonds*

Optional Redemption of the Series 2024H Bonds. The Series 2024H Bonds maturing on or before December 1, 20__, are not subject to optional redemption prior to their respective stated maturity dates. The Series 2024H Bonds maturing on or after December 1, 20__, are subject to optional redemption prior to their respective stated maturity dates, on any date on or after December 1, 20__, in whole or in part, in

* Preliminary, subject to change.

Authorized Denominations, from (i) prepaid Base Rental Payments pursuant to the Sublease, or (ii) any other source of available funds, at a redemption price equal to the principal amount thereof, plus accrued interest thereon to the date fixed for redemption, without premium.

Mandatory Sinking Fund Redemption of the Series 2024H Term Bonds. The Series 2024H Bonds maturing December 1, 20__ (the “Series 2024H Term Bonds”) shall be subject to mandatory sinking fund redemption, in part, on December 1 in each year, commencing December 1, 20__, at a redemption price equal to the principal amount thereof, plus accrued interest thereon to the date fixed for redemption, without premium, in the aggregate respective principal amounts in the respective years as follows:

Sinking Fund Redemption Date (December 1)	Principal Amount to be Redeemed
	\$

(Maturity)

If some but not all of the Series 2024H Term Bonds are redeemed pursuant to the extraordinary redemption provisions as described herein under the caption “ – Extraordinary Redemption of the Bonds,” the principal amount of such Series 2024H Term Bonds to be redeemed pursuant to the mandatory sinking fund redemption provisions shall be reduced by the aggregate principal amount of the respective Series 2024H Term Bonds so redeemed pursuant to the extraordinary redemption provisions, such reduction to be allocated among sinking fund redemption dates in Authorized Denominations as designated by the County. If some but not all of the respective Series 2024H Term Bonds are redeemed pursuant to the optional redemption provisions as described herein under the caption “– Optional Redemption of the Series 2024H Bonds,” the principal amount of such Bonds to be redeemed pursuant to the mandatory sinking fund redemption provisions shall be reduced by the aggregate principal amount of the respective Series 2024H Term Bonds so redeemed pursuant to the optional redemption provisions, such reduction to be allocated among redemption dates in Authorized Denominations, as designated by the County.

Extraordinary Redemption of the Bonds. The Series 2024H Bonds shall be subject to redemption, in whole or in part, on any date, in Authorized Denominations, from and to the extent of any Net Proceeds (other than Net Proceeds of rental interruption insurance) received with respect to all or a portion of the Property and deposited by the Trustee in the Redemption Fund in accordance with the provisions of the Indenture, at a redemption price equal to the principal amount thereof, plus accrued interest thereon to the date fixed for redemption, without premium.

Selection of Series 2024H Bonds for Redemption. Whenever provision is made in the Indenture for the redemption of less than all of the Series 2024H Bonds of a series, the Trustee shall select the Series 2024H Bonds to be redeemed from all Series 2024H Bonds of such series not previously called for redemption (a) with respect to any redemption described above under the caption “– Extraordinary Redemption” among maturities of all Series 2024H Bonds of such series on a pro rata basis as nearly as practicable, (b) with respect to any optional redemption of the Series 2024H Bonds of such series, among maturities as directed by the County, and (c) with respect to the Series 2024H Bonds of a series with the same maturity, by lot in any manner which the Trustee in its sole discretion shall deem appropriate and fair.

Notice of Redemption. The Trustee on behalf of the Authority shall mail (by first class mail) notice of any redemption to the respective Owners of any Series 2024H Bonds designated for redemption at their respective addresses appearing on the Registration Books at least 30 but not more than 60 days prior to the

date fixed for redemption. Such notice shall state the date of the notice, the redemption date, the redemption place and the redemption price and shall designate the CUSIP numbers, the Bond numbers and the maturity or maturities of the Series 2024H Bonds to be redeemed (except in the event of redemption of all of the Series 2024H Bonds of such maturity or maturities in whole), and shall require that such Series 2024H Bonds be then surrendered at the Office of the Trustee for redemption at the redemption price, giving notice also that further interest on such Series 2024H Bonds will not accrue from and after the date fixed for redemption. Neither the failure to receive any notice so mailed, nor any defect in such notice, shall affect the validity of the proceedings for the redemption of the Series 2024H Bonds or the cessation of accrual of interest thereon from and after the date fixed for redemption. With respect to any notice of any optional redemption of Series 2024H Bonds of a series, unless at the time such notice is given the Series 2024H Bonds to be redeemed shall be deemed to have been paid within the meaning of the Indenture, such notice shall state that such redemption is conditional upon receipt by the Trustee, on or prior to the date fixed for such redemption, of moneys that, together with other available amounts held by the Trustee, are sufficient to pay the redemption price of, and accrued interest on, the Series 2024H Bonds to be redeemed, and that if such moneys shall not have been so received said notice shall be of no force and effect and the Authority shall not be required to redeem such Series 2024H Bonds. In the event a notice of redemption of Series 2024H Bonds contains such a condition and such moneys are not so received, the redemption of Series 2024H Bonds as described in the conditional notice of redemption shall not be made and the Trustee shall, within a reasonable time after the date on which such redemption was to occur, give notice to the individuals, corporations, limited liability companies, firms, associations, partnerships, trusts, or other legal entities or groups of entities, including governmental entities or any agencies or political subdivisions thereof and in the manner in which the notice of redemption was given, that such moneys were not so received and that there shall be no redemption of Series 2024H Bonds pursuant to such notice of redemption.

Notice having been mailed as described above, and moneys for the redemption price, and the interest to the applicable date fixed for redemption, having been set aside, the Series 2024H Bonds shall become due and payable on said date and, upon presentation and surrender thereof at the Office of the Trustee, said Series 2024H Bonds shall be paid at the redemption price thereof, together with interest accrued and unpaid to said date. If, on said date fixed for redemption, moneys for the redemption price of all the Series 2024H Bonds to be redeemed, together with interest to said date, shall be held by the Trustee so as to be available therefor on such date, and, if notice of redemption thereof shall have been mailed as described above and not canceled, then, from and after said date, interest on said Series 2024H Bonds shall cease to accrue and become payable. All moneys held by or on behalf of the Trustee for the redemption of Series 2024H Bonds shall be held in trust for the account of the Owners of the Series 2024H Bonds so to be redeemed without liability to such Owners for interest thereon.

SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2024H BONDS

Special Obligations; Pledge of Lease Revenues

The Series 2024H Bonds shall be special obligations of the Authority, payable solely from the Lease Revenues, including the Base Rental Payments to be made by the County under the Sublease for the use of the Property, and the other assets pledged therefor under the Indenture as described herein. Neither the faith and credit nor the taxing power of the Authority, the County or the State, or any political subdivision thereof, is pledged to the repayment of the Series 2024H Bonds. The Authority has no taxing power and has no obligation to pay Base Rental Payments. The Indenture provides that, subject only to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein, all of the Lease Revenues and all amounts on deposit from time to time in the funds and accounts established under the Indenture (other than the Rebate Fund) are pledged to the payment of the principal of and interest on the Bonds as provided in the Indenture, and that the Lease Revenues shall

not be used for any other purpose while any of the Bonds remain Outstanding. The Indenture provides that said pledge shall constitute a first lien on such assets.

In order to secure the pledge of the Lease Revenues under the Indenture, the Authority, in the Indenture, sells, assigns and transfers to the Trustee, irrevocably and absolutely, without recourse, for the benefit of the Owners, all of its right, title and interest in and to the Site Lease and the Sublease, including, without limitation, the right to receive Base Rental Payments and the right to exercise any remedies provided in the Sublease in the event of a default by the County thereunder; provided that the Authority retains the rights to indemnification and to payment or reimbursement of its reasonable costs and expenses under the Sublease. See “– Base Rental Payments; Abatement” and “CERTAIN RISK FACTORS – Bankruptcy.”

Base Rental Payments; Abatement

The County covenants under the Sublease to take such action as may be necessary to include all Base Rental Payments and Additional Rental Payments (which include taxes and assessments affecting the Property, administrative costs of the Authority relating to the Property, fees and expenses of the Trustee, insurance premiums and other amounts payable under the Sublease or the Indenture), due under the Sublease in its annual budgets and to make the necessary annual appropriations therefor. The Sublease provides that it shall be, and shall be deemed and construed to be, a “net-net-net lease” and that the Rental Payments shall be an absolute net return to the Authority, free and clear of any expenses, charges or set-offs whatsoever and notwithstanding any dispute between the County and the Authority. Base Rental Payments to be made by the County under the Sublease will be used to pay principal of and interest and premium, if any, on the Bonds when due. The Base Rental Payments are equal to the principal of and interest on the Bonds when due. See APPENDIX C – “SUMMARY OF PRINCIPAL LEGAL DOCUMENTS – SUBLEASE – Rental Payments – Base Rental Payments.”

The obligation of the County to pay the Base Rental Payments does not constitute a debt of the County or of the State or of any political subdivision thereof in contravention of any constitutional or statutory debt limit or restriction, and does not constitute an obligation for which the County or the State is obligated to levy or pledge any form of taxation or for which the County or the State has levied or pledged any form of taxation.

During any period in which, by reason of material damage to, or destruction or condemnation of, the Property, or any defect in title to the Property, there is substantial interference with the County’s right to use and occupy any portion of the Property, Rental Payments shall be abated, and the County waives any and all rights to terminate the Sublease by virtue of any such interference, and the Sublease shall continue in full force and effect. The amount of such abatement shall be such that the resulting Rental Payments do not exceed the lesser of (i) the amount necessary to pay the Rental Payments remaining unpaid, and (ii) the fair rental value for the use and possession of the Property of which there is no such substantial interference. The County and the Authority shall provide the Trustee with a certificate setting forth the amount of such abatement and the basis therefor. Such abatement shall continue for the period commencing with the date of interference resulting from such damage, destruction, condemnation or title defect and, with respect to damage to or destruction of the Property, ending with the substantial completion of the work of repair or replacement of the Property, or the portion thereof so damaged or destroyed, and the term of the Sublease shall be extended as provided in the Sublease; provided, however, that such term shall in no event be extended more than ten years beyond the Scheduled Termination Date (as defined in the Sublease as December 1, 2054*). Notwithstanding the foregoing, to the extent that moneys are available for the payment of Rental Payments in any of the funds and accounts established under the Indenture, Rental Payments shall

* Preliminary, subject to change.

not be abated as provided above but, rather, shall be payable by the County as a special obligation payable solely from said funds and accounts. See APPENDIX C – “SUMMARY OF PRINCIPAL LEGAL DOCUMENTS – SUBLEASE – Rental Payments – Rental Abatement.”

Subject to the abatement provisions set forth in the Sublease, the Base Rental Payments are equal to the principal of and interest on the Bonds when due and are payable on the Business Day before each Interest Payment Date. A table of the aggregate annual Base Rental Payments to be made by the County under the Sublease is set forth below.

SCHEDULE OF BASE RENTAL PAYMENTS

Fiscal Year Ending June 30	Prior Bonds		Series 2024H Bonds		Total Base Rental Payments⁽¹⁾
	Principal	Interest	Principal	Interest⁽¹⁾	
2024	\$	\$	\$	\$	\$
2025					
2026					
2027					
2028					
2029					
2030					
2031					
2032					
2033					
2034					
2035					
2036					
2037					
2038					
2039					
2040					
2041					
2042					
2043					
2044					
2045					
2046					
2047					
2048					
2049					
2050					
2051					
2052					
2053					
2054					
Total⁽¹⁾	_____	_____	_____	_____	_____

⁽¹⁾ Amounts reflect individual rounding.

Additional Rental

The County shall also pay, as Additional Rental Payments, such amounts as shall be required for the payment of the following: (a) all taxes and assessments of any type or nature charged to the Authority or the County or affecting the Property or the respective interests or estates of the Authority or the County therein; (b) all reasonable administrative costs of the Authority relating to the Property including, but without limiting the generality of the foregoing, salaries, wages, fees and expenses payable by the Authority under the Indenture, fees of auditors, accountants, attorneys or engineers, and all other necessary and reasonable administrative costs of the Authority or charges required to be paid by it in order to maintain its existence or to comply with the terms of the Indenture or the Sublease or to defend the Authority and its members, officers, agents and employees; (c) insurance premiums for all insurance required pursuant to the Sublease; (d) any amounts with respect to the Bonds required to be rebated to the federal government in accordance with the Internal Revenue Code of 1986 (as amended, the “Code”); and (e) all other payments required to be paid by the County under the provisions of the Sublease or the Indenture.

No Reserve Fund Amounts

The Series 2024H Bonds are not Common Reserve Bonds (which are secured by amounts in a Reserve Account). No amounts in the Reserve Fund, including the Common Reserve Account established and maintained thereunder, are available for payment of any amounts due on the Series 2024H Bonds. See APPENDIX C — “SUMMARY OF PRINCIPAL LEGAL DOCUMENTS – INDENTURE – Pledge and Assignment; Funds and Accounts – Reserve Fund.”

Parity Obligations; Additional Bonds

The Series 2024H Bonds will be issued as Additional Bonds under the Indenture. The Authority has previously issued the Prior Bonds pursuant to the Indenture payable from Lease Revenues on a parity with the Series 2024H Bonds and all other Additional Bonds hereafter issued under the Indenture. Under the Indenture, the Authority may also issue other Additional Bonds payable from Lease Revenues on a parity with all other Bonds theretofore issued under the Indenture, but only subject to satisfaction of certain conditions precedent, including, (1) the provision to the Trustee of a Supplemental Indenture that, among other things, specifies whether such Additional Bonds shall (a) constitute Common Reserve Bonds secured by the Common Reserve Account, (b) be secured by any other Reserve Account, or (c) not be secured by any Reserve Account, and (2) the filing with the Trustee, among other things, of (a) a certificate of the County to the effect that, upon the issuance of such Additional Bonds, the sum of Base Rental Payments, including any increase in the Base Rental Payments as a result of the issuance of such Additional Bonds, plus Additional Rental Payments, in any Rental Period, is not in excess of the annual fair rental value of the Property after taking into account the use of the proceeds of such Additional Bonds, and (b) a CLTA title insurance policy or other appropriate form of policy in the amount of the Additional Bonds of the type set forth in the Sublease. See APPENDIX C – “SUMMARY OF PRINCIPAL LEGAL DOCUMENTS – INDENTURE – The Bonds – Conditions for Issuance of Additional Bonds” and “– Procedure for the Issuance of Additional Bonds.”

Insurance

The Sublease requires the County to maintain reasonable and customary liability insurance. The Sublease also requires the County to maintain or cause to be maintained casualty insurance insuring the Property against fire, lightning and all other risks covered by an extended coverage endorsement (excluding earthquake) to the full insurable value of the Property, subject to a \$100,000 loss deductible provision. The insurance referenced in the preceding sentence may be maintained in the form of self-insurance by the County, in compliance with the terms of the Sublease. The County intends to self-insure for workers’

compensation and general liability with respect to the Property. The Sublease also requires the County to maintain rental interruption insurance to cover the Authority's loss, total or partial, of Base Rental Payments resulting from the loss, total or partial, of the use of any part of the Property as a result of certain hazards in an amount not less than an amount equal to two times Maximum Annual Debt Service. The County may not self-insure for rental interruption insurance. See Appendix C – "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS – SUBLEASE – Insurance."

The County is also required under the Sublease to obtain title insurance on the Property, in an aggregate amount of not less than the initial aggregate principal amount of the Bonds, subject only to Permitted Encumbrances, as defined in the Sublease.

Substitution and Release of Property

Subject to the provisions described below, the Sublease provides that the County may substitute alternate real property for any portion of the Property or release a portion of the Property from the Sublease. Notwithstanding any substitution or release pursuant to the Sublease, the Sublease provides that there shall be no reduction in or abatement of the Base Rental Payments due from the County thereunder as a result of such substitution or release. Any such substitution or release of any portion of the Property shall be subject to, among other things, the following conditions: (a) a qualified employee of the County or an independent certified real estate appraiser selected by the County shall have certified that (i) the sum of Base Rental Payments plus Additional Rental Payments due under the Sublease in any Rental Period is not in excess of the annual fair rental value of the Property, as constituted after such substitution or release, and (ii) the Property, as constituted after such substitution or release, has a useful life equal to or greater than the maximum remaining term of the Sublease (including extensions thereof as provided under the Sublease); (b) the County shall have obtained or caused to be obtained a CLTA title insurance policy or policies with respect to any substituted property in the amount of the fair market value of such substituted property; (c) the County shall have filed or caused to be filed with the Trustee an Opinion of Counsel to the effect that such substitution or release will not, in and of itself, cause the interest on Tax-Exempt Bonds to be included in gross income for federal income tax purposes; and (d) the County shall have certified to the Trustee that the substituted real property is essential for performing the County's governmental functions. See APPENDIX C – "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS –SUBLEASE – Assignment and Subletting; Substitution or Release; Title – Substitution or Release of the Property."

Events of Default and Remedies

An Event of Default under the Sublease includes, among other events, (a) the failure of the County to pay any Rental Payment payable under the Sublease when the same becomes due and payable, time being expressly declared to be of the essence in the Sublease, and (b) the failure by the County to observe and perform any of the other covenants, agreements or conditions on its part in the Sublease contained, if such failure shall have continued for a period of 30 days after written notice thereof, specifying such failure and requiring the same to be remedied, shall have been given to the County by the Trustee, the Authority or the Owners of not less than 5% in aggregate principal amount of the Bonds at the time Outstanding; provided, however, that if, in the reasonable opinion of the County, the failure stated in the notice can be corrected, but not within such 30 day period, such failure shall not constitute an Event of Default if corrective action is instituted by the County within such 30 day period and the County shall thereafter diligently and in good faith cure such failure in a reasonable period of time, provided, further, however, that the period of time for such cure shall not exceed 90 days without the prior written consent of the Authority. See APPENDIX C – "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS –SUBLEASE – Events of Default and Remedies."

In each and every case during the continuance of an Event of Default under the Sublease, the Trustee, as assignee of the Authority, shall have the right, without terminating the Sublease or the County's

right to possession of the Property, to collect each installment of Rental Payments as the same become due and enforce any other terms or provisions of the Sublease to be kept or performed by the County, regardless of whether or not the County has abandoned the Property. The Sublease provides that the County shall remain liable and agrees to keep or perform all covenants and conditions contained in the Sublease to be kept or performed by the County and to pay the full amount of the Rental Payments to the end of the term of the Sublease; and further agrees to pay said Rental Payments punctually at the same time and in the same manner as provided in the Sublease, notwithstanding the fact that the Authority may have received in previous years or may receive hereafter in subsequent years Rental Payments in excess of the Rental Payments specified in the Sublease. Notwithstanding anything to the contrary contained in the Sublease, the Authority in the Sublease expressly waives (i) any right to terminate the Sublease or the County's right to possession of the Property thereunder regardless of whether or not the County has abandoned the Property, and (ii) any right of entry or re-entry to take possession of and/or re-let the Property. Further, the Authority shall have no right to accelerate Rental Payments upon the occurrence or continuance of a default or an Event of Default under the Sublease. See "CERTAIN RISK FACTORS – Limitations on Remedies; No Acceleration Upon an Event of Default" and APPENDIX C – "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS –SUBLEASE – Events of Default and Remedies."

Amendment to Sublease relating to Additions to Property

The County and the Authority have proposed to amend the Sublease to permit the County and any sublessee to undertake construction projects and other renovations at the Property subject to certain conditions (the "Additions to Property Amendment"). Pursuant to the Additions to Property Amendment, subject to the limitations in the Sublease as described under Appendix C – "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS –SUBLEASE – Liens," the County and any sublessee shall, at its own expense, have the right to make additions, modifications and improvements to the Property. To the extent that the removal of such additions, modifications or improvements would not cause material damage to the Property, such additions, modifications and improvements shall remain the sole property of the County or such sublessee, and neither the Authority nor the Trustee shall have any interest therein. Except to the extent permitted, as described in the by the following paragraph, such additions, modifications and improvements shall not cause permanent and material damage to the Property or cause it to be used for purposes other than those authorized under the provisions of state and federal law, and the Property, upon completion of any additions, modifications or improvements made as described under this caption, shall be of a value which is at least equal to the value of the Property immediately prior to the making of such additions, modifications or improvements.

The Additions to Property Amendment further provides that, notwithstanding the foregoing, the County may demolish or remove improvements from the Property (regardless of whether such improvements will be replaced); provided that a qualified employee of the County or an independent certified real estate appraiser selected by the County shall have found (and shall have delivered a certificate to the Trustee setting forth its findings) that (i) the sum of Base Rental Payments plus Additional Rental Payments due under the Sublease in any Rental Period is not in excess of the annual fair rental value of the Property, after such demolition and removal, and (ii) the Property, after such demolition and removal, has a useful life equal to or greater than the maximum remaining term of this Sublease (including extensions thereof).

The proposed Additions to Property Amendment is not yet operative; it will become effective upon the receipt by the Authority of the written consent or deemed consent of the Owners of a majority of the aggregate principal amount of the Prior Bonds, Series 2024H Bonds and any Additional Bonds Outstanding (excluding any Disqualified Bonds) under the Indenture. Purchasers of Bonds issued on and after the closing date for the Series 2024H Bonds, including purchasers of the Series 2024H Bonds, are deemed to

have consented in writing to the Additions to Property Amendment. Subsequent to the issuance of the Series 2024H Bonds, ___ percent* in aggregate principal amount of Outstanding Bonds will have consented.

DESCRIPTION OF THE PROPERTY

Pursuant to the Sublease, the County will pay to the Authority Rental Payments, including Base Rental Payments for the Bonds (including the Series 2024H Bonds), for and in consideration of the right to use and occupy the Property, which consists of the following:

- ***Martin Luther King, Jr. Community Hospital (except for the “Excepted MLK Portions” described below, the “MLK Hospital”).*** Located at 1680 East 120th Street in Los Angeles, California, the MLK Hospital features a 21-bed emergency department, a critical care unit, and labor and delivery services. Included in the components of the Property are (i) the Behavioral Health Center is a five-story building plus a basement and 6th floor penthouse that occupies approximately 500,000-square-feet, (ii) Central Plant 1, which occupies approximately 17,200 square feet, and serves the Office of Statewide Health Planning and Development buildings on campus, (iii) the Main Lobby and Admitting Building, which occupies approximately 8,402 square feet and includes a lobby, conference rooms, cashiers stations, gift shop, vending area and a waiting room, (iv) the In-Patient Tower, which is a five-story building with a basement that occupies approximately 185,706 square feet, (v) the Hospital Service Building, an approximately 29,067 square feet, two-story building, (vi) the Ancillary Building, which contains a kitchen and outdoor cafeteria, lobby, meeting rooms and offices and occupies approximately 25,917 square feet, and (vii) the courtyard Healing Garden located north of the Main Lobby and Admitting Building and east of the Ancillary Building encompasses approximately 4,472 square feet. [Additional descriptions to come]. Portions of MLK Hospital were constructed between ___ and _____. The following are Excepted MLK Portions and are not part of the Property that is subject to the Sublease and Site Lease: [list four excepted components].

- ***Los Angeles County Civic Center Heating and Refrigeration Plant.*** Located at 301 North Broadway in Los Angeles, California, the Los Angeles County Civic Center Heating and Refrigeration Plant (the “Refrigeration Plant”) is located on a 2.28 acre property in the City of Los Angeles situated on the north side of Temple Street, and extending between Hill Street and North Broadway. The site also has frontage on the south side of the Hollywood/Santa Ana (101) Freeway right-of-way. The Refrigeration Plant was originally constructed in 1959, and was modified as new systems and upgrades were implemented. It supplies electrical steam and chilled water to the Los Angeles County Civic Center and other nearby County buildings. The Refrigeration Plant’s main building is a special-purpose industrial structure designed for a cogeneration facility that is divided into a boiler or heating plant that occupies the north section and a refrigeration plant that occupies the south portion. Construction of this facility was completed in _____.

- ***Internal Services Department Headquarters.*** Located at 1104 North Eastern Avenue in Los Angeles, California, the Internal Services Department Headquarters (the “ISD Headquarters”) is located on a 32.8-acre property at 1100 North Eastern Avenue in the City of Los Angeles and consists of two one-story industrial buildings, one administrative office building, a metal industrial building, and one office/communications building. The combined gross building area is 455,383 square feet. The ISD Headquarters is occupied by the Internal Services Department of the County of Los Angeles (“ISD”) and used as a maintenance, storage and service facility. ISD provides computer, telecommunications, building maintenance and repair, purchasing and contracts, vehicle repair, mail messenger and printing services to County departments. Construction of this facility was completed in _____.

* Preliminary, subject to change.

- ***Manhattan Beach Library.*** Located at 1320 Highland Avenue in Manhattan Beach, California, the Manhattan Beach Library consists of a two-story 21,500-square foot library completed in January 2015, and located on County-owned property within the Manhattan Beach City Civic Center. The library includes a homework center, group study/tutoring rooms, 180-seat community meeting room, express-service checkout machines, automated materials handling system, information service desks, public access computers, and associated site improvements including landscaping, walkways and security lighting.
- ***Zev Yaroslavsky Family Support Center.*** Located at 7555 Van Nays Boulevard in Los Angeles, California, the Zev Yaroslavsky Family Support Center is located on a 6.78-acre County-owned property in Van Nuys, California. The facility includes office space and facilitates the delivery of various health and social services on behalf of the Departments of Child Support Services, Children and Family Services, Health Services, Mental Health, Public Health, Public Social Services and Probation. The facility consists of a five-story office building with 216,000 square feet of space, and a multi-story parking structure with approximately 1,350 parking spaces. The office building was completed in July 2015 and is designed to provide an efficient service delivery center for families requiring access to multiple government services. Construction of the parking structure was completed in September 2015.
- ***Antelope Valley Courthouse.*** Located at 42011 4th Street West in Lancaster, California, the Antelope Valley Courthouse is located on a 17-acre site at the intersection of 4th Street West and Avenue M in the City of Lancaster in Los Angeles County. The courthouse consists of a five-story building of approximately 380,000 square feet, and houses 21 courtrooms, related facilities including a cafeteria and surface and underground parking. Construction of this facility was completed in ____.
- ***Los Angeles County Superior Court — Airport Branch.*** Located at 11701 South La Cienega Boulevard in Los Angeles, California, the Airport Branch of the Los Angeles County Superior Court consists of a 10-story building totaling approximately 292,000 square feet, including 12 courtrooms, 14 judges' chambers and areas for supporting departments. This facility also includes 93 surface and subsurface parking spaces and a parking structure that accommodates between 400 and 450 vehicles. The Courthouse is located near the Los Angeles International Airport at 11707 South La Cienega Boulevard, south of the 105 Freeway in the City of Los Angeles. Construction of this facility was completed in ____.
- ***West San Fernando Valley Courthouse.*** Located at 9425 Penfield Avenue in Chatsworth, California, the West San Fernando Valley Courthouse consists of a 302,000-square foot structure, with three stories above ground and one story below ground. The facility is located on a 9.6-acre site on the southeast corner of Winnetka Avenue and Plummer Street in the Chatsworth area of the City of Los Angeles. The Courthouse includes 16 municipal courtrooms, 22 judges' chambers and ancillary space for support services, with 703 surface parking spaces and 31 spaces on the lower level. Construction of this facility was completed in ____.
- ***Lost Hills Sheriff Station.*** Located at 27050 Agoura Road in Agoura Hills, California, the Lost Hills Sheriff Station is a 32,000 square foot sheriff station in an unincorporated area of the County near the City of Agoura Hills. The site is located near the intersection of Agoura Road and Malibu Hills road on County-owned land. The station has a single story sheriff's building which includes 31 detention cells, a detox cell and a holding cell. This facility includes an emergency generator and complete heating, cooling and ventilation systems plus a fire sprinkler system. The station has a single story 5,800 square foot service building, including an auto repair shop. The station has evidence, bicycle and general storage areas and is equipped with a microwave communication tower and a helipad with refueling provisions. Construction of this facility was completed in ____.

- **High Desert Multi-Service Ambulatory Care Center.** Located at 45150 60th Street West in Lancaster, California, the High Desert Multi-Service Ambulatory Care Center is an approximately 142,000 square-foot facility that includes a two-story multi-service ambulatory care building and two separate one-story service buildings (including a central plant) with surface parking and other related site and infrastructure improvements. The facility was developed on approximately 14.91 acres of land located adjacent to the intersection of East Avenue I and 3rd Street East in the City of Lancaster, California. The facility provides various outpatient medical services, including primary care, urgent care, specialty care, and other outpatient services. The facility has a building design that includes special moment resisting steel frames with concrete spread footings to resist seismic lateral loads, and has a seismic design that is compliant with the California Building Code (2010), the County of Los Angeles Building Code (2011), the American Concrete Institute Building Code (ACI 318-08) and the American Institute of Steel Construction AISC Manual (13th Edition). Construction of the facility was completed in 2014.

CERTAIN RISK FACTORS

The following factors, along with all other information herein, should be considered by potential investors in evaluating the Series 2024H Bonds. However, they do not purport to be an exhaustive listing of risks and other considerations which may be relevant to an investment in the Series 2024H Bonds. In addition, the order in which the following factors are presented is not intended to reflect the relative importance of any such risks.

Special Obligation of the Authority; Not a Pledge of Taxes

The Series 2024H Bonds shall be special obligations of the Authority, payable solely from the Lease Revenues and the other assets pledged therefor under the Indenture. Neither the faith and credit nor the taxing power of the Authority, the County or the State, or any political subdivision thereof, is pledged to the payment of the Series 2024H Bonds. The Authority has no taxing power and has no obligation to pay Base Rental Payments. The obligation of the County to pay the Base Rental Payments does not constitute a debt of the County or of the State or of any political subdivision thereof in contravention of any constitutional or statutory debt limit or restriction, and does not constitute an obligation for which the County or the State is obligated to levy or pledge any form of taxation or for which the County or the State has levied or pledged any form of taxation.

Although the Sublease does not create a pledge, lien or encumbrance upon the funds of the County, the County is obligated under the Sublease to pay the Base Rental Payments from legally available funds for the use and possession of the Property as provided therein, and the County has covenanted in the Sublease to take such action as may be necessary to include all Base Rental Payments and Additional Rental Payments due thereunder in its annual budget and to make the necessary annual appropriations for all such Base Rental and Additional Rental Payments except to the extent such payments are abated in accordance with the Sublease. The County is currently liable on other obligations payable from general revenues, some of which may have priority over the Base Rental Payments and Additional Rental Payments.

Additional Obligations of the County

In addition to the provisions under the Indenture which permit the Authority to issue Additional Bonds payable from Lease Revenues on a parity with all other Bonds theretofore issued under the Indenture, the County is authorized to enter into other obligations which may constitute additional charges against its revenues. To the extent that additional obligations are incurred by the County, the funds available to make Base Rental Payments may be decreased.

The Base Rental Payments and other payments due under the Sublease (including payment of costs of replacement, maintenance and repair of the Property and taxes, other governmental charges and utility charges levied against the Property) are payable from funds lawfully available to the County. In the event that the amounts which the County is obligated to pay in a Fiscal Year exceed the County's revenues for such year, the County may choose to make some payments rather than making other payments, including Base Rental Payments, based on the perceived needs of the County. The same result could occur if, because of California constitutional limits on expenditures, the County is not permitted to appropriate and spend all of its available revenues. In such event, the County may not have sufficient funds available to pay the Base Rental Payments when due.

Adequacy of County Insurance Reserves or Insurance Proceeds

The County is obligated to obtain and keep in force various forms of insurance pursuant to the Sublease and the Indenture, such as commercial property insurance. There can be no assurance as to the ability of any insurer to fulfill its obligations under any insurance policy and no assurance can be given as to the adequacy or availability of such insurance to fund necessary repair or replacement of the Property.

In addition, the County may self-insure for certain types of insurance required under the Sublease. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Insurance" and APPENDIX C – SUMMARY OF PRINCIPAL LEGAL DOCUMENTS – SUBLEASE – Insurance." The County intends to self-insure for workers' compensation insurance and general liability insurance with respect to the Property. If the County elects to self-insure against other risks, no assurance can be given that the insurance reserves established by the County will be sufficient to satisfy any loss which the County may experience. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Abatement" and "– Abatement" below.

Abatement

During any period in which, by reason of material damage to, or destruction or condemnation of, the Property, or any defect in title to the Property, there is substantial interference with the County's right to use and occupy any portion of the Property, Rental Payments shall be abated, and the County waives any and all other rights to terminate the Sublease by virtue of any such interference, and the Sublease shall continue in full force and effect. The amount of such abatement shall be such that the resulting Rental Payments do not exceed the lesser of (i) the amount necessary to pay the Rental Payments remaining unpaid, and (ii) the fair rental value for the use and possession of the Property of which there is no such substantial interference. The County and the Authority shall provide the Trustee with a certificate setting forth the amount of such abatement and the basis therefor. Such abatement shall continue for the period commencing with the date of interference resulting from such damage, destruction, condemnation or title defect and, with respect to damage to or destruction of the Property, ending with the substantial completion of the work of repair or replacement of the Property, or the portion thereof so damaged or destroyed, and the term of the Sublease shall be extended as provided in the Sublease; provided, however, that such term shall in no event be extended more than ten years beyond the Scheduled Termination Date. Notwithstanding the foregoing, to the extent that moneys are available for the payment of Rental Payments in any of the funds and accounts established under the Indenture, Rental Payments shall not be abated as provided above but, rather, shall be payable by the County as a special obligation payable solely from said funds and accounts.

In the event that such portion of the Property, if damaged or destroyed by an insured casualty, could not be replaced during the period of time in which proceeds of the County's rental interruption insurance will be available in lieu of Base Rental Payments, plus the period for which funds are available from the Reserve Fund or other funds and accounts established under the Indenture, or in the event that casualty insurance proceeds or condemnation proceeds are insufficient to provide for complete repair or replacement

of such portion of the Property or redemption of the Bonds, there could be insufficient funds to make payments to Owners of the Series 2024H Bonds in full. No amounts in the Reserve Fund established under the Indenture will be available for payment of debt service on the Series 2024H Bonds.

Bankruptcy

In addition to the limitation on remedies contained in the Indenture, the rights and remedies provided in the Indenture, the Site Lease, and the Sublease may be limited by and are subject to the provisions of federal bankruptcy laws and to other laws or equitable principles, as now or hereinafter enacted, that may affect the enforcement of creditors' rights. The various legal opinions to be delivered concurrently with the Series 2024H Bonds (including Bond Counsel's approving opinion) will be qualified as to the enforceability of the various agreements relating to the Series 2024H Bonds by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally and by general principles of equity applied in the exercise of judicial discretion. See "– Limitations on Remedies; No Right of Re-Entry or Re-let; No Acceleration" below.

As a result of the commencement of a bankruptcy case by either the County or the Authority, Owners could experience partial or total loss of their investment in the Series 2024H Bonds. The County is a governmental unit and the Authority is a public agency; therefore neither the County nor the Authority can be the subject of an involuntary case under the United States Bankruptcy Code (the "Bankruptcy Code"). However, pursuant to Chapter 9 of the Bankruptcy Code, the County and the Authority may seek voluntary protection from their respective creditors for purposes of adjusting their respective debts, provided that they comply with the requirements of Section 53760 et seq. of the Government Code of the State. Under the Government Code as currently in effect, a local public entity, including the County and the Authority, is prohibited from filing under the Bankruptcy Code unless it has participated in a specified neutral evaluation process with interested parties, as defined, or it has declared a fiscal emergency and has adopted a resolution by a majority vote of the governing board at a noticed public hearing that includes findings that the financial state of the local public entity jeopardizes the health, safety, or well-being of the residents of the local public entity's jurisdiction or service area absent bankruptcy protections.

In the event that either the County or the Authority was to become a debtor under the Bankruptcy Code, the affected entity would be entitled to all of the protective provisions of the Bankruptcy Code as applicable in a Chapter 9 proceeding and an owner of a Series 2024H Bond would be treated as a creditor. Possible adverse effects of such a bankruptcy include, but are not limited to (i) the application of the automatic stay provisions of the Bankruptcy Code which, absent court approval, generally prohibit the commencement of any judicial or other action to recover a pre-petition claim against the County or the Authority, as applicable, any act to collect on a pre-petition debt or claim, or any act to obtain possession of the property of the County or the Authority, as applicable; (ii) the avoidance of preferential transfers occurring during the relevant period prior to the commencement of the bankruptcy case; (iii) the existence of secured and/or unsecured creditors with allowed claims that may have priority over any claims of the Owners; and (iv) the possibility of the bankruptcy court's confirmation of a plan of adjustment of the debts of the County or the Authority, as applicable, which may restructure, delay, compromise or reduce the amount of the claim of the Owners.

In addition, under the Bankruptcy Code, certain provisions of the Site Lease and the Sublease that are based on the bankruptcy, insolvency or financial condition of the County or the Authority may be rendered unenforceable. Under the Indenture, the Trustee has a security interest in all the amounts on deposit from time to time in the funds and accounts established in the Indenture, including the Base Rental Payments, for the benefit of the Owners, but such security interest arises only when the Base Rental Payments are actually received by the Trustee following payment by the County. The Property is not subject to a security interest, mortgage or any other lien in favor of the Trustee for the benefit of the Owners.

If the County is in bankruptcy, the County may be able to obtain authorization from the bankruptcy court to sell the Property to a third party, free and clear of the Site Lease, the Sublease, and the rights of the Trustee and the Owners, over the objections of the Trustee and the Owners.

In bankruptcy, the County could either reject the Site Lease or the Sublease or assume the Site Lease or the Sublease despite any provision of the Site Lease or the Sublease which makes the bankruptcy or insolvency of the County an event of default thereunder. In the event the County rejects the Sublease, the Trustee, on behalf of the Owners, would have a pre-petition unsecured claim that may be substantially limited in amount. Moreover, such rejection would terminate the Sublease and the County's obligations to make payments thereunder. The County may also be permitted to assign the Sublease to a third party, regardless of the terms of the transaction documents, so that the County would not be obligated to make any further payments under the Sublease. In the event the County rejects the Site Lease, the Trustee, on behalf of the Owners, would have a pre-petition unsecured claim. Moreover, such rejection may terminate both the Site Lease and the Sublease and the obligations of the County to make payments thereunder. The County may be able to stay in possession of the Property, notwithstanding its rejection of the Site Lease or the Sublease.

If the Authority is in bankruptcy, the Authority may be able to either reject the Site Lease or the Sublease or assume the Site Lease or the Sublease despite any provision of the Site Lease or the Sublease which makes the bankruptcy or insolvency of the Authority an event of default thereunder. In the event the Authority rejects the Site Lease, the Trustee, on behalf of the Owners, would have a pre-petition unsecured claim that may be substantially limited in amount. Moreover, such rejection would terminate both the Site Lease and the Sublease and the obligations of the County to make payments thereunder, although the County may be able to remain in possession of the Property. In the event the Authority rejects the Sublease, the Trustee, on behalf of the Owners, would have a pre-petition unsecured claim that may be substantially limited in amount. Moreover, such rejection may terminate the Sublease and the County's obligations to make payments thereunder, although the County may be able to remain in possession of the Property. The Authority may also be permitted to assign the Site Lease or the Sublease to a third party, regardless of the terms of the transaction documents.

If the Authority is in bankruptcy, the lien of the Indenture may not attach to any payments made by the County after the commencement of the bankruptcy case. The provisions of the transaction documents that require the County to make payments directly to the Trustee rather than to the Authority may no longer be enforceable, and all payments may be required to be made to the Authority.

There may be delays in payments on the Series 2024H Bonds while the court considers any of these issues.

There may be other possible effects of a bankruptcy of the County or the Authority that could result in delays or reductions in payments on, or other losses with respect to, the Series 2024H Bonds. Regardless of any specific adverse determinations in a bankruptcy of the County or the Authority, the fact of a bankruptcy of the County or the Authority could have an adverse effect on the liquidity and value of the Series 2024H Bonds.

The adjustment plans approved in connection with the bankruptcies of the cities of Vallejo, San Bernardino and Stockton resulted in significant reductions in the amounts payable by the cities under lease obligations.

Limitations on Remedies; No Right of Re-Entry or Re-let; No Acceleration

In accordance with the Sublease, in each and every case during the continuance of an Event of Default under the Sublease, the Trustee, as assignee of the Authority, shall have the right, without terminating the Sublease or the County's right to possession of the Property, to collect each installment of Rental Payments as the same become due and enforce any other terms or provisions of the Sublease to be kept or performed by the County, regardless of whether or not the County has abandoned the Property. The Sublease provides that the County shall remain liable and agrees to keep or perform all covenants and conditions contained in the Sublease to be kept or performed by the County and to pay the full amount of the Rental Payments to the end of the term of the Sublease; and further agrees to pay said Rental Payments punctually at the same time and in the same manner as provided in the Sublease, notwithstanding the fact that the Authority may have received in previous years or may receive thereafter in subsequent years Rental Payments in excess of the Rental Payments specified in the Sublease. Notwithstanding anything to the contrary contained in the Sublease, the Authority in the Sublease expressly waives (i) any right to terminate the Sublease or the County's right to possession of the Property thereunder regardless of whether or not the County has abandoned the Property, and (ii) any right of entry or re-entry to take possession of and/or re-let the Property. Further, **the Authority shall have no right to accelerate Rental Payments upon the occurrence or continuance of a default or an Event of Default under the Sublease.**

If the County defaults on its obligations to make Rental Payments, the Trustee, as assignee of the Authority's rights under the Sublease, would be required to seek a separate judgment each year for that year's defaulted Rental Payments. Any such suit would be subject to limitations on legal remedies against counties in the State, including a limitation on enforcement of judgments against funds of a fiscal year other than the fiscal year in which the Rental Payments were due and against funds needed to serve the public welfare and interest.

Additionally, enforceability of the rights and remedies of the Owners, and the obligations incurred by the Authority and the County, may become subject to the Bankruptcy Code and applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or affecting the enforcement of creditor's rights generally, now or hereafter in effect, equity principles which may limit the specific enforcement under State law of certain remedies, the exercise by the United States of America of the powers delegated to it by the Constitution, the reasonable and necessary exercise, in certain exceptional situations, of the police powers inherent in the sovereignty of the State and its governmental bodies in the interest of serving a significant and legitimate public purpose and the limitations on remedies against counties in the State. Bankruptcy proceedings, or the exercise of powers by the federal or state government, if initiated, could subject the Owners to judicial discretion and interpretation of their rights in bankruptcy or otherwise, and consequently may entail risks of delay, limitation, or modification of their rights. See "– Bankruptcy" above.

The Authority in the Sublease expressly waives any right to terminate the Sublease. Thus, the Trustee may not terminate the Sublease and proceed against the County to recover damages.

Anti-Deficiency Legislation and Other Limitations on Lending Institutions

California has four principal statutory prohibitions, embodied within three separate sections of the California Code of Civil Procedure, which limit the remedies of a beneficiary under a deed of trust such as the Deed of Trust. Two such provisions limit a beneficiary's right to obtain a deficiency judgment against the trustor following foreclosure of a deed of trust, one based on the method of foreclosure and the other on the type of debt secured. Under one provision, a deficiency judgment is barred where the foreclosure was accomplished by means of a nonjudicial trustee's sale. Under the other provision, a deficiency judgment is barred where the foreclosed deed of trust secured a "purchase money" obligation of either of two types:

(a) a promissory note in favor of the seller of the property evidencing the balance of the purchase price; or
(b) a promissory note in favor of a third-party lending institution to secure repayment of a loan used to pay all or part of the purchase price of one-to four-family dwelling occupied, at least in part, by the purchaser. Another provision, commonly known as the “one action” rule, requires the beneficiary to exhaust the security under the deed of trust by foreclosure and prohibits any personal action against the trustor on the promissory note other than a deficiency judgment following a judicial foreclosure, and also limits any deficiency judgment obtained by the beneficiary following a judicial sale to the excess of the outstanding debt over the fair market value of the property at the time of sale, thereby preventing a beneficiary from obtaining a large deficiency judgment against the debtor as a result of low bids at the judicial sale. See Appendix C – “SUMMARY OF PRINCIPAL LEGAL DOCUMENTS – THE DEED OF TRUST – Events of Default.”

Hazardous Substances

Beneficial use of the Property may be limited by the discovery of hazardous materials or the existence or handling of hazardous material in a manner inconsistent with applicable law. In general, the owners and lessees of the Property may be required by law to remedy conditions of such parcel relating to release or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as “CERCLA” or the “Superfund Act,” is the most well-known and widely applicable of these laws, but California laws with regard to hazardous substances are also similarly stringent. Under many of these laws, the owner or lessee is obligated to remedy a hazardous substance condition of the property whether or not the owner or lessee had anything to do with creating or handling the hazardous substance.

Further it is possible that the beneficial use of the Property may be limited in the future resulting from the current existence on the Property of a substance currently classified as hazardous but which has not been released or the release of which is not presently threatened, or may arise in the future resulting from the current existence on the Property of a substance not presently classified as hazardous but which may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method in which it is handled. All of these possibilities could significantly limit the beneficial use of the Property.

The Property includes various real property and improvements thereto, including MLK Hospital, the typical operations of which include the handling, use, storage, transportation, disposal and discharge of hazardous, infectious, toxic, radioactive, flammable and other hazardous materials, wastes, pollutants and contaminants. The County is unaware of the existence of hazardous substances on the Property sites which would materially interfere with the beneficial use thereof.

Seismic Events and Other Natural Disasters; Force Majeure

The County, like most regions in the State, and the Property, are located in an area of seismic activity from movements along active fault zones and, therefore, could be subject to potentially destructive earthquakes. Known major faults running through the County include the Chatsworth, the Newport-Inglewood, the San Andreas, the Santa Monica, the Santa Susana, the Sierra Madre, and the Whittier faults. Additionally, numerous minor faults transect the area. Seismic hazards encompass both potential surface rupture and ground shaking. The occurrence of severe seismic activity in the area of the County could result in substantial damage and interference with the County’s right to use and occupy all or a portion of the Property, which could result in the Sublease Revenues being subject to abatement. Neither the Sublease nor the Indenture requires the Owner to obtain earthquake insurance coverage for the Property. Each of the facilities constituting the Property was constructed in compliance with applicable seismic standards. See “CERTAIN RISK FACTORS – Abatement.”

Operation of the Property may also be at risk from other events of force majeure, such as damaging storms, floods, fires and explosions, strikes, sabotage, and riots, among other events. If a natural disaster were to damage or destroy a substantial portion of the Property, the beneficial use of the Property may be limited resulting in an abatement of Base Rental Payments under the Sublease. If a natural disaster were to damage or destroy a substantial portion of taxable property within the County, the assessed valuation of the real property in the County could be reduced, which could result in a reduction of property tax revenues and other revenues in the County's General Fund that are used to pay Base Rental Payments under the Sublease. In addition, substantial financial and operational resources of the County could be required during a significant natural disaster or other event and thereafter to repair damage to County infrastructure which could also reduce amounts available in the County's General Fund. The County cannot predict what force majeure events may occur in the future. See "CERTAIN RISK FACTORS – Abatement."

The Federal Emergency Management Agency produces Flood Insurance Rate Maps which identify 100-year floodplain areas. A 100-year floodplain is an area expected to be inundated during a flood event of the magnitude for which there is a 1-in-100 probability of occurrence in any year. [The various components of the Property are not located in a flood plain area.] [To be confirmed.] Neither the Sublease nor the Indenture requires the Owner to obtain earthquake, terrorism, flood or mold insurance coverage for the Property. See Appendix C – "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS – THE LEASE – Insurance." and " – THE INDENTURE – Insurance."

Public Health Emergencies

There can be no assurance that the spread of an epidemic or a pandemic, including a surge in COVID-19 cases, will not materially impact both local and national economies and, accordingly, have a materially adverse impact on the source of repayment for Base Rent under the Facilities Lease. No assurance can be given that the County would receive federal aid akin to the aid it received in 2020 and 2021 if another pandemic or similar public health emergency were to occur.

Cybersecurity

The County relies on a complex technology environment to conduct its operations. As a recipient and provider of personal, private and sensitive information, the County and its departments and offices face multiple cyber threats including, but not limited to, hacking, viruses, malware and other attacks on computers and other sensitive digital networks and systems. In May 2016, a phishing email attack occurred in which the perpetrator accessed usernames and passwords of County employees and caused a breach of information for over 750,000 individuals. The County's District Attorney Cyber Investigative Response Team found the perpetrator and criminal charges were filed. After the incident, the County created the Office of Privacy within the Chief Executive Office, Risk Management Branch. In collaboration with the Chief Information Security Officer, the Office of Privacy oversees and coordinates the privacy, security, and policies of the County that relate to personally identifiable and protected health information. The Office of Privacy works with other county offices and officials, including information security and law enforcement personnel and data experts, to protect confidential information from unauthorized disclosures and to comply with Federal and State privacy and information technology security regulations and best practices.

In November 2018, the Board adopted revised Information Technology and Security Board Policies which set forth directives on best practices for use of the County's computer systems. These policies include an Information Security Policy, an Information Classification Policy, a Use of County Information Assets Policy, an Information Security Incident Reporting and Response Policy and an Information Technology Audit and Risk Assessment Policy. The County uses a risk-based approach to manage cybersecurity threats, which allows the County to evaluate the vulnerabilities of its systems and the threats posed thereto so that

the County may timely react to and address each situation. The County also conducts cybersecurity awareness training as a component of its cyber liability insurance policy.

No assurances can be given that the County's security and operational control measures will be successful in guarding against any and each cyber threat and attack. The results of any attack on the County's computer and information technology systems could impact its operations and damage the County's digital networks and systems, and the costs of remedying any such damage could be substantial.

Climate Change

The change in the Earth's average atmospheric temperature, generally referred to as "climate change," is expected to, among other things, increase the frequency and severity of extreme weather events. Climate change may also be a factor in the increased incidence of wildfires in the County and elsewhere in the State. As greenhouse gas emissions continue to accumulate, climate change will intensify and increase the frequency of extreme weather events such as coastal storm surges, drought, wildfires, floods and heat waves; and raise sea levels along the coast.

In August 2019, the County adopted the "OurCounty Sustainability Plan." The OurCounty Sustainability Plan identifies actions local governments and stakeholders can take to enhance the well-being of all communities in the County while reducing damage to the natural environment and adapting to the changing climate. Ongoing priorities include programs designed to improve the health of community environments, funding buildings and infrastructure that support human health and resilience, programs that support equitable and sustainable land use and development without displacement of existing users, programs that support the transition to a green economy and a fossil fuel free economy in the County, and the sustainable production and consumption of resources.

The Los Angeles County Climate Action Plan ("LA County CAP") was adopted in 2020 and ties together existing climate change initiatives and provides a blueprint for carbon reductions in the County's unincorporated communities. Through the LA County CAP, the County has set a target of 2045 for achieving carbon neutrality in the County's unincorporated areas and maintaining net negative greenhouse gas emissions thereafter in accordance with statewide goals established in 2018.

The County cannot predict the timing, extent, or severity of climate change and its impact on the County's operations and finances. However, over time the costs could be significant and could have a material adverse effect on the County's finances by requiring greater expenditures to respond to the effects of climate change. Also, additional actions to address climate change may be necessary and the County can give no assurances regarding the impact of such actions on the County's operations and finances.

Loss of Tax Exemption

As described under the caption "TAX MATTERS," in order to maintain the exclusion from gross income for federal income tax purposes of the interest on the Series 2024H Bonds, the Authority, the County and the Owner have covenanted in the Indenture not to take any action, or fail to take any action, if such action or failure to take such action would adversely affect the exclusion from gross income of interest on the Series 2024H Bonds under Section 103 of the Code. Interest on the Series 2024H Bonds could become includable in gross income for purposes of federal income taxation retroactive to the date the Series 2024H Bonds were issued, as a result of acts or omissions of the Authority, the County or the Owner in violation of the Code. Should such an event of taxability occur, the Series 2024H Bonds are not subject to early redemption and will remain outstanding to maturity or until prepaid under the optional redemption provisions of the Indenture.

No Liability of Authority to the Owners

Except as expressly provided in the Indenture, the Authority will not have any obligation or liability to the Owners of the Series 2024H Bonds with respect to the payment when due of the Base Rental Payments by the County, or with respect to the performance by the County of other agreements and covenants required to be performed by it contained in the Sublease or the Indenture, or with respect to the performance by the Trustee of any right or obligation required to be performed by it contained in the Indenture.

Financial Conditions in Local, State and National Economies

The financial condition of the County can be significantly affected by generally prevailing financial conditions in the local, State and national economies. The County receives a significant portion of its funding from the State. Decreases in the State's General Fund revenues may significantly affect appropriations made by the State to public agencies, including the County. There can be no assurances that the occurrence of a recession or otherwise declining conditions in the local, State or national economies will not materially adversely affect the financial condition of the County in the future. See also "State of California Budget Information" herein and APPENDIX A – "THE COUNTY OF LOS ANGELES INFORMATION STATEMENT."

TAX MATTERS

In the opinion of Stradling Yocca Carlson & Rauth LLP, Newport Beach, California, Bond Counsel, under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described herein, interest (and original issue discount) on the Series 2024H Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals. However, it should be noted, with respect to applicable corporations as defined in Section 59(k) of the Internal Revenue Code of 1986, as amended (the "Code"), generally certain corporations with more than \$1,000,000,000 of average annual adjusted financial statement income, interest (and original issue discount) with respect to the Series 2024H Bonds might be taken into account in determining adjusted financial statement income for purposes of computing the alternative minimum tax imposed by Section 55 of the Code on such corporations. In the further opinion of Bond Counsel, interest (and original issue discount) on the Series 2024H Bonds is exempt from State of California personal income tax.

Bond Counsel's opinion as to the exclusion from gross income for federal income tax purposes of interest (and original issue discount) on the Series 2024H Bonds is based upon certain representations of fact and certifications made by the County, the Authority, and others and is subject to the condition that the County and the Authority comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Series 2024H Bonds to assure that interest (and original issue discount) on the Series 2024H Bonds will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause interest (and original issue discount) on the Series 2024H Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2024H Bonds. The County and the Authority have covenanted to comply with all such requirements.

In the opinion of Bond Counsel, the difference between the issue price of a Series 2024H Bond (the first price at which a substantial amount of the Series 2024H Bonds of a maturity is to be sold to the public) and the stated redemption price at maturity of such Series 2024H Bond constitutes original issue discount. Original issue discount accrues under a constant yield method, and original issue discount will accrue to a

Beneficial Owner before receipt of cash attributable to such excludable income. The amount of original issue discount deemed received by a Beneficial Owner will increase the Beneficial Owner's basis in the applicable Series 2024H Bond. The amount of original issue discount that accrues to the Beneficial Owner of a Series 2024H Bond is excluded from the gross income of such Beneficial Owner for federal income tax purposes, is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals, and is exempt from State of California personal income tax.

The amount by which a Series 2024H Bond Owner's original basis for determining loss on sale or exchange in the applicable Series 2024H Bond (generally, the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable bond premium, which must be amortized under Section 171 of the Code; such amortizable bond premium reduces the Series 2024H Bond Owner's basis in the applicable Series 2024H Bond (and the amount of tax-exempt interest received with respect to the Series 2024H Bonds), and is not deductible for federal income tax purposes. The basis reduction as a result of the amortization of bond premium may result in a Series 2024H Bond Owner realizing a taxable gain when a Series 2024H Bond is sold by the Owner for an amount equal to or less (under certain circumstances) than the original cost of the Series 2024H Bond to the Owner. Purchasers of the Series 2024H Bonds should consult their own tax advisors as to the treatment, computation and collateral consequences of amortizable bond premium.

The IRS has initiated an expanded program for the auditing of tax exempt bond issues, including both random and targeted audits. It is possible that the Series 2024H Bonds will be selected for audit by the IRS. It is also possible that the market value of the Series 2024H Bonds might be affected as a result of such an audit of the Series 2024H Bonds (or by an audit of similar municipal obligations). No assurance can be given that in the course of an audit, as a result of an audit, or otherwise, Congress or the IRS might not change the Code (or interpretation thereof) subsequent to the issuance of the Series 2024H Bonds to the extent that it adversely affects the exclusion from gross income of interest (and original issue discount) on the Series 2024H Bonds or their market value.

SUBSEQUENT TO THE ISSUANCE OF THE SERIES 2024H BONDS THERE MIGHT BE FEDERAL, STATE OR LOCAL STATUTORY CHANGES (OR JUDICIAL OR REGULATORY CHANGES TO OR INTERPRETATIONS OF FEDERAL, STATE OR LOCAL LAW) THAT AFFECT THE FEDERAL, STATE OR LOCAL TAX TREATMENT OF THE SERIES 2024H BONDS, INCLUDING THE IMPOSITION OF ADDITIONAL FEDERAL INCOME OR STATE TAXES ON OWNERS OF TAX-EXEMPT STATE OR LOCAL OBLIGATIONS, SUCH AS THE SERIES 2024H BONDS. THESE CHANGES COULD ADVERSELY AFFECT THE MARKET VALUE OR LIQUIDITY OF THE SERIES 2024H BONDS. NO ASSURANCE CAN BE GIVEN THAT SUBSEQUENT TO THE ISSUANCE OF THE SERIES 2024H BONDS STATUTORY CHANGES WILL NOT BE INTRODUCED OR ENACTED OR JUDICIAL OR REGULATORY INTERPRETATIONS WILL NOT OCCUR HAVING THE EFFECTS DESCRIBED ABOVE. BEFORE PURCHASING ANY OF THE SERIES 2024H BONDS, ALL POTENTIAL PURCHASERS SHOULD CONSULT THEIR TAX ADVISORS REGARDING POSSIBLE STATUTORY CHANGES OR JUDICIAL OR REGULATORY CHANGES OR INTERPRETATIONS, AND THEIR COLLATERAL TAX CONSEQUENCES RELATING TO THE SERIES 2024H BONDS.

Bond Counsel's opinions may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. Bond Counsel has not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. The Indenture and the Tax Certificate relating to the Series 2024H Bonds permit certain actions to be taken or to be omitted if a favorable opinion of Bond Counsel is provided with respect thereto. Bond Counsel expresses no opinion as to the effect on the exclusion from gross income of interest (and original issue discount) for federal income tax purposes

with respect to any Series 2024H Bond if any such action is taken or omitted based upon the advice of counsel other than Stradling Yocca Carlson & Rauth LLP.

Although Bond Counsel has rendered an opinion that interest (and original issue discount) on the Series 2024H Bonds is excluded from gross income for federal income tax purposes provided that the County and the Authority continue to comply with certain requirements of the Code, the ownership of the Series 2024H Bonds and the accrual or receipt of interest (and original issue discount) on the Series 2024H Bonds may otherwise affect the tax liability of certain persons. Bond Counsel expresses no opinion regarding any such tax consequences. Accordingly, before purchasing any of the Series 2024H Bonds, all potential purchasers should consult their tax advisors with respect to collateral tax consequences relating to the Series 2024H Bonds.

Should interest (and original issue discount) on the Series 2024H Bonds become includable in gross income for federal income tax purposes, the Series 2024H Bonds are not subject to early redemption and will remain outstanding until maturity or until redeemed in accordance with the Indenture.

A complete copy of the proposed form of opinion of Bond Counsel is attached hereto as Appendix F.

CONTINUING DISCLOSURE

Pursuant to the Continuing Disclosure Certificate to be executed in connection with the issuance of the Series 2024H Bonds, the County has covenanted to provide, or cause to be provided, by not later than April 1 of each fiscal year, commencing on April 1, 2025, to the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access system certain annual financial information and operating data and, in a timely manner, notice of certain enumerated events. These covenants have been made in order to assist the Underwriters of the Series 2024H Bonds in complying with the Rule. See APPENDIX E – “FORM OF CONTINUING DISCLOSURE CERTIFICATE.”

The annual report for Fiscal Year ending 2019 for the County’s Community Facilities District No. 3, Area C Special Tax 2012A Bonds and the annual report for the Fiscal Year ending 2021 for the County of Los Angeles 2012 Refunding Certificates of Participation (Disney Concert Hall Parking Garage) and the Los Angeles County Facilities Inc. Lease Revenue Bonds, Series 2018A and 2018B (Vermont Corridor County Administration Building) did not identify all applicable CUSIPs of each respective issue. The County filed notices of failure to file the annual reports and the respective annual reports with all applicable CUSIPs.

VERIFICATION OF MATHEMATICAL COMPUTATIONS

Concurrently with the issuance of the Series 2024H Bonds, Samuel Klein and Company, certified public accountants (the “Verification Agent”), will deliver a report with respect to the mathematical accuracy of certain computations, contained in schedules provided to them, which were prepared by the Underwriters, relative to the sufficiency of moneys and securities deposited into the Escrow Fund established pursuant to an Escrow Agreement to pay, when due the principal, whether at maturity or upon prior redemption, interest and redemption premium requirements of the Series 2015A Bonds. The report of the Verification Agent will include the statement that the scope of its engagement is limited to verifying the mathematical accuracy of the aforesaid computations and that it has no obligation to update its report because of events occurring, or data or information coming to its attention, subsequent to the date of the report.

CERTAIN LEGAL MATTERS

The validity of the Series 2024H Bonds and certain other legal matters are subject to the approving opinion of Stradling Yocca Carlson & Rauth, LLP, Bond Counsel to the Authority. Bond Counsel has not undertaken any responsibility for the accuracy, completeness or fairness of this Official Statement. A complete copy of the proposed form of opinion of Bond Counsel is contained in APPENDIX F – “FORM OF OPINION OF BOND COUNSEL.” Certain legal matters will be passed upon for the Authority and the County by Hawkins Delafield & Wood LLP, Los Angeles, California, Disclosure Counsel, and County Counsel, and for the Underwriters by their counsel, Katten Muchin Rosenman LLP, New York, New York. Payment of fees of Bond Counsel, Disclosure Counsel and Underwriters’ Counsel are contingent upon closing of the Series 2024H Bonds.

FINANCIAL STATEMENTS

The financial statements of the County for the Fiscal Year ended June 30, 2023, pertinent sections of which are included in Appendix B to this Official Statement, have been audited by Macias Gini & O’Connell LLP (the “Independent Auditor”), certified public accountants, as stated in their report appearing in Appendix B. The Independent Auditor has not consented to the inclusion of its report as Appendix B and has not undertaken to update its report or to take any action intended or likely to elicit information concerning the accuracy, completeness or fairness of the statements made herein, and no opinion is expressed by the Independent Auditor with respect to any event subsequent to its report dated December 8, 2023.

MUNICIPAL ADVISOR

Public Resources Advisory Group has served as Municipal Advisor to the County in connection with the issuance of the Series 2024H Bonds. The Municipal Advisor has not been engaged, nor has it undertaken, to make an independent verification or assume responsibility for the accuracy, completeness, or fairness of the information contained herein.

LITIGATION

To the best knowledge of the County and the Authority, there is no litigation pending or threatened against the County or the Authority concerning the validity of the Series 2024H Bonds or challenging any action taken by the County or the Authority in connection with the authorization of the Indenture, the Sublease or any other document relating to the Series 2024H Bonds to which the County or the Authority is or is to become a party or the performance by the County or the Authority of any of their obligations under any of the foregoing.

There are a number of lawsuits and claims pending against the County. Summaries of certain pending lawsuits and claims are set forth in Appendix A attached hereto. In the opinion of the County Counsel, such suits and claims as are presently pending will not materially impair the ability of the County to make the Rental Payments when due. See APPENDIX A – “THE COUNTY OF LOS ANGELES INFORMATION STATEMENT – Litigation.”

RATINGS

Fitch Ratings (“Fitch”), Moody’s Investors Service (“Moody’s”) and S&P Global Ratings (“S&P”) have assigned the Series 2024H Bonds ratings of “___”, “___” and “___,” respectively. Such ratings reflect only the views of Fitch, Moody’s and S&P, and do not constitute a recommendation to buy, sell or hold the Series 2024H Bonds. Explanation of the significance of such ratings, including any outlook

thereon, may be obtained only from the respective organizations at: Fitch Ratings, 33 Whitehall Street, New York, New York 10004; Moody's Investors Service, Inc., 7 World Trade Center at 250 Greenwich Street, New York, New York 10007; and Standard & Poor's Ratings Services, 55 Water Street, New York, New York 10041. The County furnished the ratings agencies with certain information and materials concerning the Series 2024H Bonds, the Project, the County and related matters, some of which is not included herein. Generally, a rating agency bases its ratings on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance that any such ratings will continue for any given period of time or that they will not be revised downward or withdrawn entirely by the respective rating agencies, if in the judgment of any such rating agency circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Series 2024H Bonds.

UNDERWRITING

The Series 2024H Bonds are being purchased by BofA Securities, Inc., as representative of itself and the underwriters identified on the cover page of this Official Statement (collectively, the "Underwriters"). The Underwriters have agreed to purchase the Series 2024H Bonds from the County and the Authority at an aggregate purchase price of \$_____ (consisting of the aggregate principal amount of the Series 2024H Bonds of \$[Par Amount], plus an original issue premium of \$_____ and less underwriters' discount of \$_____, pursuant to the terms of the Bond Purchase Agreement, among the County, the Authority and the Underwriters (the "Bond Purchase Agreement"). The Bond Purchase Agreement provides that the obligations of the Underwriters are subject to certain conditions precedent and that the Underwriters will be obligated to purchase all of the Series 2024H Bonds offered under the Bond Purchase Agreement if any of the Series 2024H Bonds offered thereunder are purchased.

[Distribution agreements, if any.]

The Underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. Certain of the Underwriters and their respective affiliates have provided, and may in the future provide, a variety of these services to the issuer and to persons and entities with relationships with the issuer, for which they received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the Underwriters and their respective affiliates, officers, directors and employees may purchase, sell or hold a broad array of investments and actively trade securities, derivatives, loans, commodities, currencies, credit default swaps and other financial instruments for their own account and for the accounts of their customers, and such investment and trading activities may involve or relate to assets, securities and/or instruments of the issuer (directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the issuer. The Underwriters and their respective affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

ADDITIONAL INFORMATION

This Official Statement and its distribution have been duly authorized by the County and the Authority.



APPENDIX A

THE COUNTY OF LOS ANGELES INFORMATION STATEMENT



THE COUNTY OF LOS ANGELES

Information Statement

GENERAL INFORMATION

The County of Los Angeles (the "County") was established by an act of the California State Legislature on February 18, 1850 as one of California's original 27 counties. Located in the southern coastal portion of the State, the County covers 4,083 square miles and includes 88 incorporated cities as well as many unincorporated communities. With a population of 9.8 million in 2023, the County is the most populous of the 58 counties in California and the largest county in the nation, with a population greater than 40 states.

As required by the County Charter, County ordinances, and State or Federal mandates, the County is responsible for providing government services at the local level for activities including public welfare, health and justice, the maintenance of public records, and administration of ad valorem taxes. The County provides services such as law enforcement and public works to cities within the County on a cost-recovery contract basis. The County also provides certain municipal services to unincorporated areas of the County and operates recreational and cultural facilities throughout the County.

COUNTY GOVERNMENT

The County is governed by a five-member Board of Supervisors (the "Board of Supervisors"), each of whom is elected by residents from their respective supervisorial districts to serve four-year terms, with the potential to serve two additional four-year terms if re-elected by voters. The other elected officials of the County are the Assessor, District Attorney and Sheriff. On March 5, 2002, County voters approved two charter amendments that introduced mandatory term limits for the elected officials of the County. As a result, each Supervisor is now limited to serving a maximum of three consecutive terms commencing as of December 2002.

On July 7, 2015, the Board of Supervisors approved a new governance structure, pursuant to which all non-elected department heads report directly to the Board of Supervisors, and all Deputy Chief Executive Officer ("CEO") positions were eliminated. County departments continue to report to the CEO for day-to-day operations, and for administrative and budget matters. The CEO continues to function as the Board of Supervisors' agent to manage countywide policy objectives and departmental performance management. The new governance structure is designed to streamline County governance by improving communications with County departments and facilitating more effective decision making in response to the Board of Supervisors' policy objectives.

From 2014 to 2022, the County experienced significant changes to its elected leadership on the Board of Supervisors. In December 2014, the previous Supervisors for the First District and the Third District reached their term limits, with their successors elected by voters in the November 2014 election. The current Supervisors for the First and Third Districts commenced their first terms in December 2014. In November 2016, voters elected new Supervisors to the Fourth District and the Fifth District, replacing the previous Supervisors who had reached their term limits. The new Supervisors for the Fourth and Fifth Districts commenced their first terms in December 2016. Voters elected a new Supervisor to the Second District in

November 2020, replacing the previous Supervisor who termed out of office in December 2020. Voters elected a new Supervisor for the Third District in the November 2022 election to replace the previous Supervisor who retired in December 2022 after serving two terms.

In the November 2022 election, County voters approved Measure A, which authorizes the Board of Supervisors, by a four-fifths vote, to remove the Sheriff from office for cause, which is defined to include: violation of laws related to the Sheriff's duties; repeated neglect of the Sheriff's duties; misuse of public funds or properties; willful falsification of documents; or obstruction of an investigation into the department's conduct. In November 2022, voters also elected a new Sheriff to replace the previous Sheriff who served one term.

On July 9, 2024, The Board of Supervisors approved a motion directing County Counsel to draft the necessary documents, including an ordinance, for a proposed Charter amendment reconstituting the Los Angeles County governance structure for placement on the November 5, 2024 ballot. The key provisions of the ballot measure include expanding the Board of Supervisors from five members to nine members following the 2030 decennial census and reapportionment process; establishing an office of County Executive by 2028 that would be elected directly by voters countywide at a general election for a term of four years; and establishing an independent Ethics Commission by 2026 that would be charged with investigating allegations of misconduct by County officials and to monitor and enforce laws in coordination with other agencies related to governmental ethics. If approved by voters, the ballot measure would result in a significant and historical change to the governance structure of the County.

COUNTY SERVICES

The vast majority of the County population resides in the 88 incorporated cities located within its boundaries. The County provides some municipal services to these cities on a contract basis under the Contract Services Plan. Established in 1954, this plan was designed to allow cities to contract for municipal services without incurring the cost of creating numerous city departments and facilities. Under the Contract Services Plan, the County will provide various municipal services to a city on a cost recovery basis at the same level of service as provided to the unincorporated areas or at a higher level of service that a city may choose.

Over one million people live in the unincorporated areas of the County. For the residents of these areas, the County Board of Supervisors functions as their "City Council," and County departments provide all of their municipal services, including law enforcement, fire protection, land use and zoning, building and business permits, road maintenance, animal care and control, and public libraries. Beyond the unincorporated areas, the County provides a wide range of services to all citizens who live within its boundaries.

Many of the County's core service functions are required by the County Charter, County ordinances, or by State or Federal mandate. State and Federal mandated programs, primarily related to social services and health care, are required to be

maintained at certain minimum levels of service, which can limit the County's flexibility in providing these services.

Health and Welfare

Under State Law, the County is required to administer Federal and State health and welfare programs, and to fund a portion of the program costs with local revenues, such as sales and property taxes. Health care services are provided through a network of County hospitals and comprehensive health centers. In addition, the County provides public health, immunization, environmental and paramedic services, and is responsible for the design and establishment of the countywide emergency trauma network, which includes two medical centers operated by the County. The County also has responsibility for providing and partially funding mental health, drug and alcohol abuse prevention, and various other treatment programs. These services are provided at County facilities and through a network of contract providers.

While many of the patients receiving services at County facilities are indigent or covered by Medi-Cal (a State health insurance program), the County health care delivery system has been designed with the objective of providing quality health care services to the entire population. Through its affiliation with two medical schools and by operating its own school of nursing, the County Department of Health Services ("DHS") is a major provider of health care professionals throughout California.

Disaster Services

The County operates and coordinates a comprehensive disaster recovery network that is responsible for providing critical services in response to floods, fires, storms, earthquakes, and other emergency events, including the COVID-19 pandemic. Centralized command centers can be established at any Sheriff station or in mobile trailers throughout the County. To prevent floods and conserve water, the County maintains and operates a system of 14 major dams, 172 debris basins, an estimated 120,000 catch basins, 35 sediment placement sites, and over 3,399 miles of storm drains and channels. County lifeguards monitor 25 miles of beachfront and County rescue boats patrol 75 miles of coastline, including the Catalina Channel.

Public Safety

The County criminal justice network is primarily supported by local County revenue sources, State Public Safety sales tax revenue and fees from contracting cities. The Sheriff provides countywide law enforcement services and will perform specific functions requested by local police departments, including the training of thousands of police officers employed by the incorporated cities of the County. Specifically, the County provides training for narcotics, vice, homicide, consumer fraud, and arson investigations, as well as assistance in locating and analyzing crime scene evidence. The County also operates and maintains one of the largest jail systems in the United States, with an average daily inmate population of 13,242 inmates in 2023. This number includes 128 inmates who were serving their sentences outside of the jail in community-based programs.

General Government

The County is responsible for the administration of the property tax system, including property assessment, assessment appeals, collection of taxes, and distribution of property tax revenue to cities, agencies, special districts, and local school districts. Another essential general government service is the County's voter registration and election system, which provides

services to an estimated 5.6 million registered voters and maintains approximately 5,544 voting precincts for countywide elections.

Culture and Recreation

Through a partnership with community leaders, non-profit organizations, volunteers and the private sector, the County operates the Music Center complex, which includes the Dorothy Chandler Pavilion, Mark Taper Forum, Ahmanson Theater, and the Walt Disney Concert Hall. The County also functions as the operator of the Hollywood Bowl, the John Anson Ford Theater, the Los Angeles County Museum of Art, the Museum of Natural History, and the George C. Page Museum.

The County manages over 183 parks and operates a network of regional recreational facilities, including Marina del Rey (a small craft harbor), 9 regional parks, 38 neighborhood parks, 20 community parks, 15 wildlife sanctuaries, 9 nature centers, 36 public swimming pools, over 200 miles of horse, biking and hiking trails, and 20 golf courses. The County also maintains four botanical centers, including the Los Angeles County Arboretum and Botanic Garden, the South Coast Botanic Garden, Descanso Gardens, and the Virginia Robinson Gardens, which provide County residents with valuable environmental and educational resources.

EMPLOYEE RELATIONS/COLLECTIVE BARGAINING

The County has a total of approximately 116,571 budgeted positions with 87.1% of the workforce represented by sixty-four (64) separate collective bargaining units that are certified employee organizations. These organizations include the Services Employees International Union Local 721 ("SEIU"), which includes twenty-four (24) collective bargaining units that represent 57.1% of County employees; the Coalition of County Unions ("CCU"), which includes thirty-three (33) collective bargaining units representing 28.3% of County employees; and the Independent Unions (the "Independent Unions"), which encompass seven (7) collective bargaining units representing 1.7% of County employees. Under labor relations policy direction from the Board of Supervisors and Chief Executive Officer, the CEO Employee Relations Division is responsible for negotiating sixty-four (64) individual collective bargaining agreements for wages and salaries and an additional two (2) fringe benefit agreements with SEIU and the CCU. The Independent Unions generally receive benefits in line with those of non-represented employees.

All of the previous Memoranda of Understanding ("MOUs") with the various collective bargaining units covering wages, salaries and fringe benefits expired on dates ranging from December 31, 2020 to September 30, 2021. As the previous MOUs began to expire, the County successfully negotiated 0% Cost of Living Adjustments ("COLA") roll-over contract extensions with nearly all collective bargaining units. The 0% COLA extensions were of limited duration and designed to facilitate a new round of negotiations in early 2022.

The County previously had two MOUs with the CCU and the SEIU covering fringe benefits, which expired on June 30, 2021 and September 30, 2021, respectively. The County successfully reached agreement with the CCU and SEIU extending the fringe benefit contracts through March 31, 2022. The extended fringe benefit agreements resulted in the addition of a new County Holiday "Juneteenth", a one-time \$1,000 payment in lieu of COLA, a \$500 COVID Appreciation Pay with an additional "Hero Pay" bonus of up to \$650 for DHS employees, and a 2.5% increase in the healthcare benefit help

position the County to recover from the adverse financial impact of the COVID-19 pandemic without incurring additional labor-related expenditures for Fiscal Year 2021-22.

On March 31, 2020, the Board approved a hard hiring freeze that exempted critical health and safety positions as determined by the CEO. The Board also instructed the CEO to work with the Auditor-Controller to freeze non-essential purchases of services, equipment, travel and training. The Board of Supervisors also approved a temporary suspension of the County's matching contribution to the Deferred Compensation and Thrift Plan and the 401(k) Savings Plan for non-represented employees and certain represented employees covered by the Flex and MegaFlex benefit plans as of May 1, 2020. These measures were one of many strategies employed to manage the negative impact of the COVID-19 pandemic on the financial condition of the County.

As the local economy and financial outlook improved, the County rescinded the hard-hiring freeze in October 2021 for all departments except for the Sheriff's Department and a single budgetary unit within the Probation Department related to juvenile services. The County also rescinded the freeze on non-essential services, supplies and equipment purchases for all departments except for the Sheriff's Department. The suspension of the matching contributions to the Deferred Compensation and Thrift Plan and the 401(k) Savings Plan ended on June 30, 2021.

In December 2022, the Board of Supervisors approved agreements with the collective bargaining units in SEIU covering wages, salaries and fringe benefits. The agreements included salary increases of 5.5%, 3.25%, and 3.25% effective October 1, 2022, 2023 and 2024, respectively; and fringe benefit increases of 4.0%, 2.5%, and 2.0% effective January 1, 2023, 2024 and 2025, respectively. The foregoing, which establishes the COLA for all SEIU members, was used as the basis for negotiating the economic benefits for all remaining County unions. In addition, the County and bargaining units 311 (Registered Nurses) and 312 (Supervising Registered Nurses) of SEIU agreed to additional economic benefits that provide additional salary increases of 2.0% on October 1, 2023, 1.0% on October 1, 2024, and 0.25% on March 1, 2025. Based upon the above parameters, the County has closed negotiations with 23 of the 24 bargaining units represented by SEIU.

Negotiations with all 33 collective bargaining units participating in the CCU's fringe benefit agreement, and 6 of the 7 Independent Unions are complete, with settlement terms matching the 5.5%, 3.25% and 3.25% salary increases established with SEIU. Bargaining units 324 (Physicians and Veterinarians) and 325 (Mental Health Psychiatrists and Dental Professionals) ratified their successor MOUs in May 2024, and were subsequently approved by the Board of Supervisors on June 25, 2024. One outstanding Independent Union remains which is newly formed and in the process of negotiating its first collective bargaining agreement. MOUs for most Independent Unions and a majority of the CCU units will expire September 30, 2025. A small number of public safety related bargaining units under the CCU will expire December 31, 2024 and January 31, 2025, respectively. The County and its collective bargaining units will commence negotiations for successor MOUs beginning in late summer of 2024.

RETIREMENT PROGRAM

General Information

All permanent County employees of three-quarter time or more are eligible for membership in the Los Angeles County Employees Retirement Association ("LACERA"). LACERA was established in accordance with the County Employees Retirement Law of 1937 (the "Retirement Law") to administer the County's Employee Retirement Trust Fund (the "Retirement Fund"). LACERA operates as a cost-sharing multi-employer defined benefit plan for employees of the County, the Los Angeles Superior Court and four other participating agencies. The Superior Court and the other four non-County agencies account for approximately 4.9% of LACERA's total membership.

LACERA is governed by the Board of Retirement, which is responsible for the administration of the Retirement Fund, the retiree healthcare program, and the review and processing of disability retirement applications. The Board of Retirement is comprised of four positions appointed by the Board of Supervisors, two positions elected by general LACERA members, two positions (one active and one alternate) elected by LACERA safety members and two positions (one active and one alternate) elected by retired LACERA members. The County Treasurer and Tax Collector is required by law to serve as an ex-officio member of the Board of Retirement.

The LACERA plans are structured as "defined benefit" plans in which benefit allowances are provided based on salary, length of service, age and membership classification. Law enforcement officers, firefighters, foresters and lifeguards are classified as "safety" employees, with all other positions classified as "general" employees. County employees had the option to participate in a contribution based defined benefit plan or a non-contribution based defined benefit plan. In the contribution-based plans (Plans A, B, C, D & G), employees contribute a fixed percentage of their monthly earnings to LACERA based on rates determined by LACERA's independent actuary. The contribution rates depend upon age, the date of entry into the plan and the type of membership (general or safety). County employees who began their employment between January 4, 1982 and January 1, 2013 had the option to participate in Plan E, which is a non-contribution-based plan. The contribution-based plans (A through G) have higher monthly benefit payments for retirees compared to Plan E.

LACERA's total membership as of June 30, 2023 was 190,327, consisting of 96,905 active members, 73,008 retired members and beneficiaries and 20,414 vested former members. Of the 96,905 active members, 84,295 are general members in General Plans A through G, and 12,610 are safety members in Safety Plans A through C.

Of the 73,008 retired members, 58,745 are general members in General Plans A through G, and 14,263 are safety members in Safety Plans A, B and C. Beginning in 1977, both the General Plan A and the Safety Plan A were closed to new members. The County elected to close these plans in response to growing concerns regarding the future cost of Plan A benefits, which were considerably more generous than other plan options currently available to County employees.

As of June 30, 2023, approximately 40% of the total active general members were enrolled in General Plan D, and 60% of all active safety members were enrolled in Safety Plan B. The basic benefit structure of General Plan D is a "2.0% at 61" funding formula that provides for annual 2.0% increases in benefits, with no benefit reductions for members who retire at

age 61 or older. For the Safety Plan B, the benefit structure is a "2.0% at 50" formula that provides benefit increases of 2.0% and no benefit reductions beginning at age 50. To illustrate the potential financial impact of the retirement benefit, a General Plan D member with 35 years of experience can retire at age 61 with benefits equal to approximately 70% of current salary; and a Safety Plan B member with 25 years of experience can retire at age 50 with benefits equal to approximately 50% of current salary.

2012 State Pension Reform

On September 12, 2012, the Governor signed AB 340 into law, which established the California Public Employees' Pension Reform Act of 2013 ("PEPRA") to govern pensions for public employers and public pension plans, effective January 1, 2013. For new employees hired on or after January 1, 2013, PEPRA includes pension caps, equal sharing of pension costs, changes to retirement age, and three-year final compensation provisions. For all employees, changes required by PEPRA include the prohibition of retroactive pension increases, pension holidays, and purchases of service credit.

PEPRA applies to all State and local public retirement systems, including county and district retirement systems created pursuant to the Retirement Law, independent public retirement systems, and to individual retirement plans offered by public employers. PEPRA only exempts the University of California system and certain charter cities and counties whose pension plans are not governed by State law. Because the County's retirement system is governed by the Retirement Law, LACERA is required to comply with the provisions of PEPRA.

As a result of PEPRA, the County implemented General Plan G and Safety Plan C for new hires, effective January 1, 2013. As of June 30, 2023, approximately 44% of the total active general members were enrolled in General Plan G, and 40% of all active safety members were enrolled in Safety Plan C. Based on the June 30, 2023 Actuarial Valuation (the "2023 Actuarial Valuation"), the total employer contribution rate for Fiscal Year 2024-25 for new employees hired on and after January 1, 2013 is 24.15% for General Plan G and 29.84% for Public Safety Plan C. The new employer contribution rates are lower than comparative rates of 24.23% for General Plan D participants and 33.23% for Public Safety Plan B participants. The basic benefit structure of Plan G using the PEPRA funding formula is "2.5% at 67" and provides for annual 2.0% cost of living adjustments during retirement, with no benefit reductions for members who retire at age 61 or older. For Safety Plan C, the benefit structure is a "2.7% at 57" formula that provides for annual 2.0% cost of living adjustments during retirement, with no benefit reductions beginning at age 50. Overall, the implementation of General Plan G and Safety Plan C is expected to result in a slight decrease to the total normal cost rate and an increase in the average member contribution rate, thus resulting in a decrease in the total employer contribution rate.

Contributions

Employers and members contribute to LACERA based on rates recommended by the independent actuary (using the Entry Age Normal Cost Funding Method) and adopted by the Board of Investments of LACERA (the "Board of Investments") and the County's Board of Supervisors. Contributory plan members are required to contribute between 5% and 15% of their annual covered salary. Employers and participating agencies are required to contribute the remaining amounts necessary to finance the coverage of their employees (members) through

monthly or annual pre-funded contributions at actuarially determined rates. The annual contribution rates are based on the results of investments and various other factors set forth in the actuarial valuations and investigations of experience, which are described below.

Investment Policy

The Board of Investments has exclusive control of all Retirement Fund investments and has adopted an Investment Policy Statement. The Board of Investments is comprised of four active and retired members and four public directors appointed by the Board of Supervisors. The County Treasurer and Tax Collector serves as an ex-officio member. The Investment Policy Statement establishes LACERA's investment policies and objectives and defines the principal duties of the Board of Investments, investment staff, investment managers, master custodian, and consultants.

Actuarial Valuation

The Retirement Law requires the County to contribute to the Retirement Fund on behalf of employees using rates determined by the plan's independent actuary, which is currently Milliman Consultants and Actuaries ("Milliman"). Such rates are required under the Retirement Law to be calculated at least once every three years. LACERA presently conducts valuations on an annual basis to assess changes in the Retirement Fund's portfolio.

When measuring assets to determine the unfunded actuarial accrued liability ("UAAL"), which is defined as the actuarial accrued liability ("AAL") minus the actuarial value of the assets of LACERA at a particular valuation date, the Board of Investments has elected to "smooth" gains and losses to reduce the potential volatility of its funding requirements. If in any fiscal year, the actual investment return on the Retirement Fund's assets is lower or higher than the current actuarial assumed rate of return, the shortfall or excess is smoothed, or spread, over a multi-year time period. The impact of this valuation method will result in "smoothed" assets that are lower or higher than the market value of assets depending on whether the remaining amount to be smoothed is either a net gain or a net loss. In December 2009, the Board of Investments adopted the Retirement Benefit Funding Policy (the "2009 Funding Policy"). As a result of the 2009 Funding Policy, the smoothing period to account for asset gains and losses increased from three years to five years.

In addition to annual actuarial valuations, LACERA requires its actuary to review the reasonableness of the economic and non-economic actuarial assumptions every three years. This review, commonly referred to as the Investigation of Experience, is accomplished by comparing actual results during the preceding three years to what was expected to occur according to the actuarial assumptions. On the basis of this review, the actuary recommends whether any changes in the assumptions or methodology would allow a more accurate projection of total benefit liabilities and asset growth.

UAAL and Deferred Investment Returns

In January 2023, Milliman released the 2022 Investigation of Experience for Retirement Benefit Assumptions (the "2022 Investigation of Experience"). The 2022 Investigation of Experience provided the basis for Milliman's recommended actuarial assumptions for the June 30, 2022 Actuarial Valuation (the "2022 Actuarial Valuation") and the 2023 Actuarial Valuation. The key economic assumptions proposed by Milliman

remain unchanged from the 2019 Investigation of Experience, which include maintaining the assumed investment rate of return at 7.00%, no changes in the assumed rates for wage growth, payroll growth and price inflation (currently at 3.25%, 3.25% and 2.75%, respectively), and no changes to the base mortality tables. However, Milliman recommended an update to the most recent mortality improvement scale (MP-2021) published by the Society of Actuaries, which will result in higher mortality rate assumptions (shorter life expectancy) for most retired members.

The key changes to other actuarial assumptions and methods recommended by Milliman include updating the rates of assumed merit salary increases; updating the assumed rates of service retirement to reflect a member's length of service in addition to their age; a modification to the actuarial asset smoothing method, which is expected to result in more stable employer contribution rates in future actuarial valuations; and designating the Supplemental Targeted Adjustment for Retirees Program Reserve (the "STAR Program Reserve") as a non-valuation asset.

For the 2022 Actuarial Valuation, LACERA reported a rate of return on Retirement Fund assets of 0.1%, which was lower than the 7.0% assumed rate of return. With the five-year smoothing process, the actuarial value of Retirement Fund assets increased by \$3.802 billion or 5.9% from \$64.909 billion to \$68.712 billion as of June 30, 2022. The 2022 Actuarial Valuation reported that the AAL increased by \$4.422 billion to \$86.320 billion, and the UAAL increased by \$620 million to \$17.609 billion from June 30, 2021 to June 30, 2022. As a result, the Funded Ratio as of June 30, 2022 increased to 79.6% from the prior year Funded Ratio of 79.3%.

The 2022 Actuarial Valuation provides the basis for establishing the contribution rates effective July 1, 2023. The County's required contribution rate will increase from 24.46% to 25.84% of covered payroll in Fiscal Year 2023-24. The components of the 1.38% increase in the employer contribution rate include a 1.88% cost decrease from the actuarial recognition of prior year investment gains, a 1.08% cost increase from the recognition of current year investment losses, and a 2.18% cost increase from actuarial assumptions and methodology changes implemented based on the 2022 Investigation of Experience.

The 2022 Actuarial Valuation does not include \$261 million of net deferred investment gains that will be partially recognized over the next four fiscal years. If the actual market value of Retirement Fund assets was used as the basis for the valuation, the Funded Ratio would have been 79.9% as of June 30, 2022, and the required County contribution rate would be 25.63% for Fiscal Year 2023-24.

For the 2023 Actuarial Valuation, LACERA reported a rate of return on Retirement Fund assets of 6.4%, which was lower than the 7.0% assumed rate of return. With the five-year smoothing process, the actuarial value of Retirement Fund assets increased by \$3.703 billion or 5.4% from \$68.712 billion to \$72.415 billion as of June 30, 2023. The 2023 Actuarial Valuation reported that the AAL increased by \$4.331 billion to \$90.651 billion, and the UAAL increased by \$628 million to \$18.236 billion from June 30, 2022 to June 30, 2023. As a result, the Funded Ratio as of June 30, 2023 increased to 79.9% from the prior year Funded Ratio of 79.6%.

The 2023 Actuarial Valuation provides the basis for establishing the contribution rates effective July 1, 2024. The County's required contribution rate will increase from 25.84% to 25.88% of covered payroll in Fiscal Year 2024-25. The components of the .04% net increase in the employer contribution rate include

a .55% cost decrease from the actuarial recognition of investment gains, a greater than assumed payroll increase and various other factors, which were offset by a .59% cost increase from greater than assumed salary increases.

The 2023 Actuarial Valuation does not include \$86.887 million of net deferred investment gains that will be partially recognized over the next four fiscal years. If the actual market value of Retirement Fund assets was used as the basis for the valuation, the Funded Ratio would have been 80.0% as of June 30, 2023, and the required County contribution rate would be 25.82% for Fiscal Year 2024-25.

For the nine months ended March 31, 2024, LACERA reported a net gain on Retirement Fund assets of 7.4%, which is above the actuarial assumed investment rate of return of 7.0%. An eight-year history of the County's UAAL is provided in Table 1 ("Retirement Plan UAAL and Funded Ratio"), and a summary of investment returns for the prior eight years is presented in Table 2 ("Investment Return on Retirement Plan Assets") at the end of this Information Statement section.

Pension Funding

Since Fiscal Year 1997-98, the County has funded 100% of its annual actuarially required contribution to LACERA. In Fiscal Years 2020-21, 2021-22 and 2022-23, the County's total contributions to the Retirement Fund were \$1.971 billion, \$2.150 billion and \$2.243 billion, respectively. In Fiscal Year 2023-24, the County's retirement contribution payments to LACERA are estimated to be \$2.440 billion, which would represent an 8.8% or \$197.375 million increase from Fiscal Year 2022-23. For Fiscal Year 2024-25, the County is projecting retirement contribution payments to LACERA of \$2.651 billion.

A summary of actual and projected County pension payments to LACERA for the eight-year period ending June 30, 2025 is presented in Table 3 ("County Pension and OPEB Payments") at the end of this Information Statement section.

STAR Program

The STAR Program is a discretionary program that provides a supplemental cost-of-living increase from excess earnings to restore retirement allowances to 80% of the purchasing power held by retirees at the time of retirement. As of June 30, 2022, \$614 million is available in the STAR Program Reserve to fund future benefits. Under the 2009 Funding Policy, the entire STAR Program Reserve is included in the Retirement Fund's valuation assets. However, there was no corresponding liability for any STAR Program benefits in the annual Actuarial Valuations that may be granted in the future. Based on the 2022 Investigation of Experience, Milliman recommended excluding the STAR Program Reserve from valuation assets commencing with the 2022 Actuarial Valuation. As of June 30, 2023, the balance of the STAR Program Reserve was \$611.5 million.

Pension Accounting Standards

In June 2012, the Governmental Accounting Standards Board ("GASB") issued new statements to replace the previous pension accounting and reporting requirements for defined pension benefit plans such as LACERA, and employers such as the County. GASB Statement No. 67, Financial Reporting for Pension Plans, replaced the requirements of GASB Statement No. 25 and is focused on pension plan administrators such as LACERA. GASB 67 was implemented with the issuance of LACERA's Fiscal Year 2013-14 financial statements and

expanded the pension-related note disclosures and supplementary information requirements.

GASB Statement No. 68, Accounting and Financial Reporting for Pensions, replaced the requirements of GASB Statement No. 27 and is focused on employers that provide defined pension benefits such as the County. GASB 68 was implemented with the issuance of the County's Fiscal Year 2014-15 financial statements. Although GASB 68 did not materially affect the existing process for calculating the UAAL, it requires the County to recognize its proportionate share of LACERA's Net Pension Liability directly on the Statement of Net Position (government-wide balance sheet). The requirement to recognize a liability in the financial statements represented a significant and material change from the previous standards, which only required the disclosure of such amounts in the notes to the financial statements. GASB 68 also included additional reporting requirements, which expanded the pension-related note disclosures and supplementary information requirements.

The GASB 68 pension standards are only applicable to the accounting and reporting for pension benefits in the County's financial statements. Accordingly, there will be no impact on the County's existing statutory obligations and policies to fund pension benefits. For the Fiscal Year ended June 30, 2023 the County reported a Net Pension Liability of \$13.161 billion, which represents a \$6.131 billion increase from the \$7.030 billion Net Pension Liability reported as of June 30, 2022. The June 30, 2023 Net Pension Liability was calculated based on the 2022 Actuarial Valuation.

Other Postemployment Benefits (OPEB)

LACERA administers a retiree health care benefits program for retirees under an agreement with the County. The program includes medical, dental, vision and life insurance benefit plans for over 88,000 retirees or survivors and their eligible dependents. The Board of Retirement reserves the right to amend or revise the medical plans and programs under the retiree health program at any time. County payments for postemployment benefits are calculated based on the employment service credit of retirees, survivors, and dependents. For eligible members with 10 years of service credit, the County pays 40% of the health care plan premium. For each year of service credit beyond 10 years, the County pays an additional 4% of the plan premium, up to a maximum of 100% for a member with 25 years of service credit.

The County reached an agreement with CCU and SEIU to add a new tier of retiree healthcare benefits for employees who began County service on or after July 1, 2014. Under the new agreement, the County will provide paid medical coverage at the retiree only premium level and not at the current level of full family coverage. The retiree will have the option to purchase coverage for dependents, but the County will only provide a financial subsidy to the retiree. In addition, Medicare-eligible retirees will be required to enroll in Medicare, with the County subsidy based on a Medicare supplement plan. The same vesting rights and years of service crediting formula of 40% after 10 years and 100% after 25 years will continue to apply to the new tier. The agreement will not affect current retirees or current employees hired prior to July 1, 2014. The new retiree healthcare benefit tier is projected to save an estimated \$840 million over the next 30 years and reduce the unfunded liability for retiree healthcare by 20.8%. The agreement was approved by the Board of Retirement and by the Board of Supervisors in June 2014.

In May 2012, the Board of Supervisors approved the establishment of a tax-exempt OPEB trust pursuant to a Trust and Investment Services Agreement (the "OPEB Trust") between LACERA and the County. In accordance with the OPEB Trust, the LACERA Board of Investments will function as the trustee and investment manager, and the Board of Supervisors will have exclusive discretion over the amount of contributions and/or transfers the County may invest or allocate to the OPEB Trust. In Fiscal Year 2012-13, the County transferred \$448.8 million from the County Contribution Credit Reserve maintained with LACERA for the initial funding of the OPEB Trust. The transfer from the County Contribution Credit Reserve represented the accumulated balance of the County's proportionate share of excess earnings distributions from the Retirement Fund from Fiscal Years 1994 through 1998.

On June 22, 2015, the Board of Supervisors approved a multi-year plan to begin pre-funding the County's unfunded OPEB liability (the "OPEB Pre-funding Plan"). The OPEB Pre-funding Plan requires the County to reach full funding of the OPEB actuarial determined contribution ("ADC") by incrementally increasing the annual contribution to the OPEB Trust. The County intends to comply with the OPEB Pre-funding Plan by incrementally increasing its OPEB funding by approximately \$60 million per year, which includes an annual \$25 million increase in the Net County Cost ("NCC") contribution from the General Fund and a \$35 million annual increase funded by subvention revenue.

In accordance with the OPEB Pre-funding Plan, the County contributed \$309.4 million, \$372.2 million and \$441.5 million to the OPEB Trust in Fiscal Years 2020-21, 2021-22 and 2022-23, respectively. For Fiscal Years 2023-24 and 2024-25, the County is projecting contributions to the OPEB Trust in the amounts of \$503.4 million and \$570.3 million, respectively. Based on current actuarial assumptions for the OPEB Pre-funding Plan, the OPEB ADC will be fully funded by Fiscal Year 2027-28.

As of March 31, 2024, the balance of the OPEB Trust was \$3.790 billion. For the nine months ended March 31, LACERA reported a net gain on OPEB Trust Fund assets of 9.5%.

Investment Policy

The LACERA Board of Investments has exclusive control of all OPEB Trust Fund investments and has adopted an Investment Policy Statement. The Board of Investments is comprised of four active and retired members and four public directors appointed by the Board of Supervisors. The County Treasurer and Tax Collector serves as an ex-officio member. The Investment Policy Statement establishes LACERA's investment policies and objectives and defines the principal duties of the Board of Investments, investment staff, investment managers, master custodian, and consultants.

OPEB Accounting Standards

In June 2015, GASB issued Statement No. 74 and Statement No. 75, which replaced previous OPEB accounting and reporting requirements for entities that administer OPEB plans (LACERA) and employers (the County).

GASB Statement No. 74, Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans, replaced the requirements of GASB Statement No. 43 and is focused on the OPEB plan administrator (LACERA). GASB 74 was implemented with the issuance of LACERA's Fiscal Year 2016-17 financial statements and expanded the required OPEB-related note disclosures and supplementary information.

GASB Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions, replaced the requirements of GASB Statement No. 45 and is focused on employers (the County) providing defined OPEB benefits. GASB 75 was implemented with the issuance of the County's Fiscal Year 2017-18 financial statements. Although GASB 75 did not materially affect the existing process used to calculate the County's UAAL, it did require the County to recognize the full amount of net OPEB liabilities directly on the Statement of Net Position (government-wide balance sheet). The net OPEB liability is the difference between the total OPEB liability (the present value of projected OPEB benefit payments to employees based on their past service) and the assets (mostly investments reported at fair value) held by LACERA to pay OPEB benefits. There are also new requirements which expanded the existing OPEB-related note disclosures and supplementary information.

The requirement from GASB 75 to recognize the full amount of net OPEB liabilities in the financial statements is a substantive and material change to the previous standards. Prior accounting standards only required recognition of OPEB liabilities to the extent that OPEB funding was less than the actuarially determined amount. As of June 30, 2023, the County reported a Net OPEB Liability of \$23.451 billion, which represented a \$2.073 billion or 8.1% decrease from the \$25.524 billion OPEB liability reported as of June 30, 2022. The June 30, 2023 Net OPEB Liability was calculated based on the July 1, 2021 OPEB Actuarial Valuation. The revised GASB OPEB standards are only applicable to accounting and reporting for OPEB benefits in the County's financial statements. Accordingly, there is no impact on the County's existing statutory obligations and policies to fund the OPEB benefits.

OPEB Actuarial Valuation

In order to comply with the requirements of GASB 74 and GASB 75, LACERA engaged Milliman to complete actuarial valuations of OPEB liabilities for the LACERA plans. In their OPEB valuations, Milliman has provided a determination of the AAL for LACERA's health, dental, vision and life insurance benefit plans. The County's members comprise approximately 95% of LACERA's retiree population and the County is responsible for this percentage of OPEB costs. The 5% of LACERA retirees who do not contribute to the County's OPEB liability are predominantly members of the Los Angeles Superior Court. The demographic and economic assumptions used in the OPEB valuations are modeled on the assumptions used by LACERA for its pension program. The healthcare cost assumptions are based on discussions with other consultants and actuaries used by the County, LACERA and labor groups.

OPEB Contributions

In Fiscal Years 2020-21, 2021-22 and 2022-23, the total pay as you go payments from the County to LACERA for retiree health care benefits were \$668.6 million, \$692.6 million and \$713.0 million, respectively. In Fiscal Year 2023-24, pay as you go contributions to LACERA for OPEB are estimated to be \$760.0 million, which would represent a 6.6% or \$46.9 million increase from Fiscal Year 2022-23. For Fiscal Year 2024-25, the County is projecting pay as you go payments to LACERA of \$838.6 million.

Long-Term Disability Benefits

In addition to its Retiree Healthcare Plan, the County administers a Disability Benefits Plan ("DBP") that is separate from LACERA. The DBP covers employees who become

disabled as a direct result of an injury or disease while performing assigned duties. Generally, the long-term disability plans included in the DBP provide employees with a basic monthly benefit of between 40% and 60% of such employee's monthly compensation, commencing after 6 months of disability. The benefits under these plans normally terminate when the employee is no longer totally disabled or turns age 65, whichever occurs first. The health plans included in the DBP generally cover qualified employees who are sick or disabled and provide for the payment of a portion of their medical premiums.

The County has determined that the liability related to long-term disability benefits is an additional OPEB liability, which is reported as a component of the Net OPEB Liability in the Annual Comprehensive Financial Report. In Fiscal Years 2020-21, 2021-22 and 2022-23, the County made total DBP payments of \$38.7 million, \$39.9 million and \$40.6, respectively. In Fiscal Year 2023-24, the County is estimating total DBP payments in the amount of \$41.7 million. For Fiscal Year 2024-25, the County is projecting total DBP payments of \$46.9 million. As of June 30, 2023, the County's total net OPEB liability of \$24.741 billion included \$23.451 billion for retiree healthcare and \$1.289 billion for long-term disability benefits. The OPEB liability for long-term disability benefits was determined based on an actuarial valuation as of July 1, 2021.

LITIGATION

The County is routinely a party to various lawsuits and administrative proceedings. The following are summaries of certain pending legal proceedings or potential contingent liabilities, as reported by the Office of the County Counsel. A further discussion of certain legal matters that directly affect the budget and the revenue generating powers of the County is provided in the Budgetary Information section of Appendix A.

AB 218 Cases

The Child Victims Act (AB 218), which became effective January 1, 2020, extended the statute of limitations for commencing an action for recovery of damages suffered as a result of childhood sexual assault to 22 years from the date the plaintiff attains the age of majority (*i.e.*, until age 40) or within five years of the date the plaintiff discovers or reasonably should have discovered that the psychological injury or illness occurring after the age of majority was caused by sexual assault, whichever is later. AB 218 also revived a three year-window to file certain claims that were previously barred and excluded certain claims from the Government Claims Act's procedural requirements. As of May 3, 2024, the County has been served with approximately 2,296 lawsuits related to childhood sexual assault involving approximately 5,247 plaintiffs (whose age ranges from 22 to 70 years old). The majority of the plaintiffs allege they were sexually assaulted while in Department of Children and Family Services (DCFS) and/or Probation Department (Probation) placements from 1959 to 2019. The alleged perpetrators include foster parents, family members of foster parents, County employees, staff, or residents from group home facilities, including MacLaren Children's Center, which was a temporary housing facility that closed in 2003, and various probation camps and halls. The County believes that all claims revived by AB 218's three-year revival window have been filed but all claims may not have been served on the County. Most of the pending lawsuits are in the early stages of litigation and the County cannot predict the extent of its liability in such cases, especially due to the volume of cases, the length of time since the alleged conduct may have occurred, the availability of records, whether the claimants will prevail, and if so, how final

court decisions or settlement agreements with respect to such lawsuits may affect the financial status, policies or operations of the County. Nonetheless, based on existing cases that have been served, the County preliminarily estimates that liability and settlement costs relating to AB 218 could exceed \$3 billion. The County does not have insurance coverage that would cover losses stemming from AB 218 claims. The County expects it may pay for resulting liabilities from these claims through existing budget resources and is considering various options for payment of potential AB 218-related costs. Further, the County may determine to finance or refinance certain liabilities arising from AB 218 claims, which may include a phased funding process involving a combination of interim funding vehicles and long-term financing structured to complement existing debt and cash on hand. As indicated above, under AB 218, individuals who were over 26 and under 40 as of December 31, 2022, or who are within five years of discovering the psychological injury or illness occurring after the age of majority, may still timely file a lawsuit until they turn 40. The County is unable to estimate the potential liability associated with this group of potential claimants.

Additionally, Assembly Bill 452 was enacted in October 2023, and removed all time limits to file lawsuits for childhood sexual assault for conduct occurring on or after January 1, 2024. The State Assembly is considering Assembly Bill 2693, which as currently drafted, proposes to revive time barred claims for damages suffered because of childhood sexual assault by an employee of a county owned and operated juvenile probation camp or detention facility and would allow such lawsuits to be filed by December 31, 2025, regardless of when the alleged abuse occurred. The County cannot predict how many additional claims could arise against the County as a result of AB 218, Assembly Bill 452 or other enacted legislation, or whether, when, or the extent to which any liability could be imposed against the County in any particular year with respect to any such claims.

Child abuse reporting laws have evolved significantly over the past several decades. The Child Abuse and Neglect Reporting Act was enacted in California in 1980 to provide definitions and procedures for mandated reporting of child abuse. The County's policies have continued to evolve since then consistent with laws and best practices. DCFS currently maintains policies including mandatory training regarding child abuse and neglect reporting, and sexual harassment, as well as protocols and procedures for reporting and investigating allegations of employee misconduct. Probation has issued directives consistent with the Prison Rape Elimination Act, a federal law enacted in 2003 to address sexual abuse in detention facilities, as well as changes to California law. County departments including DCFS and Probation offer employees a variety of online and in-person training courses and other relevant resources, and regularly review their policies, procedures, and protocols. The County offers training and resources to all County employees to ensure consistent awareness of standards for reporting child abuse and neglect, such as mandated training on commercial sexual exploitation of children. Additionally, all County employees are subject to fingerprint-based background checks prior to employment. The County continues to explore and evolve its training and education practices to minimize child abuse.

Labor and Employment Cases

In March 2019, the Service Employees International Union, Local 721 filed a lawsuit seeking to enforce an October 2018 arbitrator's decision against the County holding that certain classes of Eligibility Workers in the Department of Public Social

Services were not properly paid "bonus pay" going back to 2004. Legal arguments have been submitted and, after a mutual agreement to continue the prior hearing date of December 5, 2023, the court will hear plaintiffs' motion to confirm the arbitration award on August 14, 2024. Based on preliminary estimates, the County may face a potential liability of \$15 million.

In March 2024, a class action lawsuit was filed (*Raul Gutierrez v. Los Angeles County Probation Department*) on behalf of disabled deputy probation officers alleging that they have been intentionally denied reasonable accommodation for their injuries and work restrictions in violation of the California Fair Employment and Housing Act when they were ordered to work in the Probation Department's juvenile detention facilities to address staffing shortages. The case is in the early stages and the County is unable to determine the potential liability at this time.

On May 15, 2024, former County Sheriff Alex Villanueva filed a tort claim with the Board of Supervisors indicating his intent to sue the County for \$25 million for putting a "do not rehire" notation in his personnel file after a County oversight panel found he had violated several policies against discrimination and harassment while he was in office from 2018 to 2022. Villanueva alleges that his career was "dealt a lethal blow" when County authorities allegedly held secret, closed session meetings in the fall of 2023 without notice or due process. The County has not yet had a chance to fully evaluate this claim.

Public Safety Cases

In September 2019, a lawsuit was filed (*Art Hernandez et al. v. County of Los Angeles, et al.*) by eight Sheriff's Department deputies alleging that they were retaliated against and harassed by other deputies who are members of the "Banditos" subgroup. The claims include California Fair Employment and Housing Act ("FEHA") retaliation, harassment, and hostile work environment; Labor Code retaliation; assault and battery; intentional infliction of emotional distress; and negligent hiring, training, supervision, and retention. Individual plaintiffs have also alleged that the County has engaged in civil rights violations by permitting "a larger pattern of tolerance and endorsement of unconstitutional and unlawful conduct of deputies." The plaintiffs brought in the American Civil Liberties Union Foundation of Southern California ("ACLU") in March 2021. The ACLU has one claim and seeks only injunctive relief. On May 3, 2023, the court granted in part and denied in part the County's motion for summary judgment. Although the potential liability is unknown at this time, the plaintiffs' settlement demand at the last mediation session in September 2022 was approximately \$40 million. The matter is currently set for trial in July 2024. Other lawsuits have been filed based on similar allegations of misconduct related to deputy subgroup activity. Several of these cases have gone to trial and reached judgment or tentative settlement in amounts ranging from \$250,000 to \$400,000. The potential liability for the remaining cases is unknown at this time.

In August 2020, a proposed class action was filed (*Krizia Berg et al. v. County of Los Angeles, et al.*) by individuals involved in protests against police violence that took place in 2020. Plaintiffs allege civil rights violations based on excessive force/false arrest and improper use of "less-lethal force" by Sheriff's Department deputies. Plaintiffs initially sought injunctive relief prohibiting use of "less-lethal" force on protestors as well as damages. On July 30, 2021, the plaintiffs filed a second amended complaint seeking a permanent injunction against the Sheriff's Department as well as damages. On April 3, 2024, the court granted the plaintiffs' motion for class certification and

issued an order certifying three classes: (1) injunctive relief, (2) arrest, and (3) direct force. The court also ordered the parties to meet and confer regarding a plan for the provision of class notice to class members. On April 17, 2024, the County filed a petition with the Ninth Circuit Court of Appeals for permission to appeal the order granting certification of plaintiffs' classes on the grounds that the certification order illustrates the unsettled and fundamental issue of law relating to mass protest-damages class actions, and similar issues are on appeal to the Ninth Circuit and under submission in another lawsuit (*Black Lives Matter Los Angeles, et al. v. City of Los Angeles*) that involves a similar certification order relating to 2020 mass protests in the City of Los Angeles. The resolution of those legal issues in the *Black Lives Matter Los Angeles* lawsuit will likewise impact this case. The County anticipates that the Ninth Circuit will grant the petition and set a briefing schedule. The trial date is currently set for July 30, 2024. However, in light of the appeal, the parties are working on a stipulation to stay the proceedings.

In February 2022, a potential Federal class action lawsuit was filed (*Agustin Herrera v. County of Los Angeles, et al.*) alleging unsafe and uninhabitable conditions for the youth housed at the County's juvenile hall facilities. The proposed class included all current and former youth detainees born on or after February 15, 2002. The plaintiff amended his complaint to allege the same conditions for youth housed at the County's juvenile camp facilities. The plaintiff contended the class allegations extend back to approximately 2014. If the class was certified, the County estimated it would consist of approximately 7,000+ members. However, before any class was certified, this matter was settled through mediation in March 2024 for \$30 million, subject to Board of Supervisors' approval. The County projects initial payments to be made in Fiscal Year 2024-25.

On April 3, 2024, the City of Lancaster filed a putative class action lawsuit (*City of Lancaster v. Los Angeles County Sheriff's Department, et al.*) against the County on behalf of all 42 contract cities ("Contract Cities") that contract with the Sheriff's Department for general law enforcement services. The lawsuit alleges that the County has made an illegal profit of more than \$10 million by overcharging the Contract Cities in violation of California Government Code section 51350, which permits the County to charge a city only those costs that are actually incurred in providing contracted services. The lawsuit alleges that due to staffing issues, the Sheriff's Department has not been able to assign as many deputies to the City of Lancaster as the city has paid for, and instead has utilized existing deputies working overtime to make up for it. The plaintiff claims that the County profits by charging the Contract Cities the full cost of services even though the County incurs less costs by utilizing existing personnel working overtime rather than filling the vacant deputy sheriff positions. An initial status conference is scheduled for July 26, 2024.

On October 13, 2022, a lawsuit was filed (*Alexander Torres v. County of Los Angeles*) alleging that Sheriff's Department detectives failed to disclose exculpatory and impeachment evidence resulting in the plaintiff's wrongful conviction for homicide and being incarcerated for over 20 years. The plaintiff's conviction was set aside in October 2021 due to evidence of a third party's culpability for the crime, and the plaintiff was subsequently found to be factually innocent in April 2022. Plaintiff seeks damages for alleged violations of his civil rights, intentional infliction of emotional distress, and for malicious prosecution. The case is in the discovery phase and has been referred to private mediation. Plaintiff's last demand for settlement was \$27 million. The matter is currently set for trial on September 24, 2024.

On March 1, 2024, Juan Marshall Rayford and Dupree Antoine Glass filed a lawsuit (*Juan Rayford, et al. v. County of Los Angeles, et al.*) alleging that Sheriff's Department detectives falsified evidence and failed to disclose exculpatory and impeachment evidence resulting in their wrongful conviction and 17-year incarceration. On June 16, 2020, the Court of Appeal granted plaintiffs' writ of habeas corpus and vacated their conviction of 11 counts of attempted murder. The plaintiffs were found factually innocent in April 2023. The plaintiffs seek damages for alleged violations of their civil rights, negligence, and for malicious prosecution. The case is in the very early stages and discovery has not yet commenced. Given these uncertainties, the potential liability for the County is unknown at this time.

Social Services Cases

In July 2020, *Evangelina Hernandez et al. v. County of Los Angeles, et al.* was filed, arising out of the child-abuse related death of a four-year old boy in Palmdale, California in July 2019. The plaintiffs (the child's great-grandmother and three surviving siblings) have sued two named defendants and allege that DCFS failed to follow court orders, adequately investigate alleged abuse, and take the child into protective custody. The County participated in early mediation efforts in January 2021 but did not reach a resolution. In January 2022, the court sustained the non-County defendant's demurrer without leave to amend, thereby dismissing that defendant; however, the plaintiffs successfully appealed the ruling. The case is currently set for trial in February 2025. The County anticipates plaintiffs will seek \$40-50 million in damages, however the County expects its apportionment of liability, if any, to be less.

In December 2022, *A.F., a minor, et al. v. Gabriela Casarez et al.* was filed, arising out of the child-abuse related near fatality of a four-year-old boy in October 2021 while in foster care. The plaintiffs (the child, his siblings, and both parents) have sued the child's former foster parents, the County, and four DCFS social workers, alleging that the four-year-old suffered repeated physical and emotional abuse at the hands of his foster mother during the five months he and his younger brother were placed in the home. Plaintiffs allege that this abuse ultimately resulted in the child suffering a seizure due to severe head trauma that required life-saving surgery and caused permanent injury. Plaintiffs allege, *inter alia*, that DCFS failed to vet and train the foster parents adequately, and that DCFS social workers failed to follow up appropriately on prior reports of suspicious injuries to the child. This incident attracted significant media attention, and in January 2022 the Office of Child Protection issued the first of two reports noting deficiencies in DCFS's handling of the case. The County defendants have filed a demurrer, which is set for hearing in late October 2024. No trial date has been set. The case is in the early stages of discovery, settlement discussions have not yet occurred, and potential liability is unknown at this time.

In July 2023, a wrongful death lawsuit (*Sogui Godinez v. County of Los Angeles, et al.*) was filed arising out of the child-abuse related death of a five-year old child. The plaintiff is the child's mother, who alleges negligence and negligent hiring, supervision, and/or retention of employees against the County and one DCFS social worker, claiming that the child died at the hands of his father due to the County's failure to abide by its mandatory duty to appropriately investigate reports made by the Plaintiff to the DCFS Child Protection Hotline. The child's death attracted media attention from various news outlets. Trial is currently set for January 2025 and discovery is in the early phases. The potential liability is unknown at this time.

Other Cases

A lawsuit was filed in March 2020 by LA Alliance for Human Rights ("LA Alliance") against the City of Los Angeles (the "City") and the County alleging that the City and the County have not taken adequate action to address the homelessness crisis in Los Angeles. Initially, the parties agreed to stay formal litigation in an effort to negotiate a settlement. In June 2020, the court approved an agreement between the City and the County to fund housing/shelter and services for a segment of the homeless population in the City. The City agreed to provide 6,700 beds within 18 months to house or shelter people experiencing homelessness within 500 feet of freeway overpasses, underpasses and ramps. To assist in funding services for 6,000 new beds, the County agreed to pay the City \$53 million for Fiscal Year 2020-21 and up to \$60 million per year for the following four years, for a total cost of \$293 million. To date, the County has paid the City \$173 million, and the next payment of up to \$60 million is due by July 1, 2023. The County agreed to pay the City a one-time bonus of \$8 million if the City provided 5,300 new beds by April 16, 2021. However, an audit conducted by the Auditor-Controller's Office concluded the City did not meet the bonus threshold by that date.

In April 2021, the district court issued a preliminary injunction ordering the City and County to house all people experiencing homelessness in Skid Row within 180 days and to provide funding for additional supportive services and operations countywide. The City, County, and intervenors filed appeals and in September 2021, the Ninth Circuit vacated the district court's preliminary injunction and remanded the case. In November 2021, the plaintiffs filed an amended complaint and the County and City filed motions to dismiss. While the ruling on the motions was pending, the City and the plaintiffs reached a settlement. In July 2022, the plaintiffs filed a second amended complaint against the County only. In September 2022, the County reached an agreement with the plaintiffs to resolve the lawsuit and the parties notified the court of the settlement and requested a dismissal. At the settlement hearing in January 2023, the parties indicated their interest in reviewing and potentially increasing resources for people experiencing homelessness as part of the settlement. In April 2023, the parties filed an addendum to the settlement pursuant to which the County would commit up to an estimated \$850.5 million in additional resources over five years through Fiscal Year 2026-27. On April 20, 2023, the court denied the parties' request to dismiss the lawsuit and placed the matter back on the litigation track with a trial date of November 6, 2023. On September 25, 2023, the parties filed a second addendum to the County settlement agreement with the court, which increased the number of mental health and substance use disorder beds in the settlement and added a provision that the parties agreed to the court's recommendation of a monitor and increased the prior attorneys' fees and costs from \$2 million to \$2.4 million. On September 28, 2023, the court approved the settlement with two additional terms – all future provider bills and invoices are to be public documents and the County's monitor must work under the court's Special Master for the first year with their compensation being equal. On September 29, 2023, the court issued an order dismissing the plaintiffs' claims against the County. The settlement agreement became effective September 29, 2023, and terminates on June 30, 2027. In addition, on September 19, 2023, the court granted the County's motion for an order to show cause regarding the dismissal of the claims filed by one plaintiff. The plaintiff did not respond to the court's order, and his time to do so has ended.

In August 2021, a lawsuit was filed (*GHP Management Corp., et al. v. County of Los Angeles, et al.*) by eleven lessors/landlords

of residential rental housing against the County and the State of California, alleging that the defendants' eviction moratoria, including the County's eviction moratorium, are an unlawful regulatory and per se taking of property, claiming violations of the Fifth Amendment of the United States Constitution under 42 U.S.C. § 1983. The plaintiffs seek monetary compensation for the allegedly unlawful taking. In April 2022, the court overruled the defendants' demurrers, and after denial of an interlocutory appeal, discovery in the matter is proceeding. A similar ruling was made by the same court in the related case of *Casa Greene, Inc. v. State of California, et al.*, in which the County is also a party. The plaintiffs' complaint alleges rent losses in excess of \$11 million and asserts they are entitled to compensation exceeding \$50 million. However, the County expects its apportionment of liability, if any, to be substantially less.

In October 2021, the first of what is now over 60 related mass tort actions, involving more than 21,000 plaintiffs, was filed against numerous public and private defendants, including the County of Los Angeles and the Los Angeles County Flood Control District ("Flood Control District"). These lawsuits are collectively known as *Monique Alvarez, et al. v. Prologic, Inc., et al.* These lawsuits arose from a three-day fire in the City of Carson ("Carson") in late September 2021 at an industrial warehouse, which stored large amounts of "hand sanitizer" containing toxic chemicals. The water and fire retardant used to put out the fire washed the chemicals into the storm drain system, causing them to be conveyed into the Dominguez Channel, an estuary owned and operated by the Flood Control District. The toxic chemicals resulted in the Dominguez Channel experiencing a condition known as "anaerobic digestion," which caused odor-producing hydrogen sulfide gas to be released into the air over Carson and its surrounding communities. In early October 2021, a substantial number of residents began complaining of pervasive, foul-smelling odors and of associated short-term adverse effects, including sore throats and headaches. Responding to the conditions in the Dominguez Channel and the resultant odors, the Los Angeles County Department of Public Works initiated aggressive mitigation efforts, which involved applying odor neutralizer to the water and oxygenating it through the use of nano-bubblers. The "odor incident" (a declared public nuisance) lasted for roughly six to eight weeks. The various plaintiffs' lawsuits (which were deemed related by the Los Angeles Superior Court) allege that the Flood Control District and the County are liable for personal injury damages (based on dangerous condition on public property theory), as well as for property damage (based on inverse condemnation). The Flood Control District, Fire District, and the County have, to date, sued the company that stored the hand sanitizer and its landlord (the "industrial defendants"), to recover over \$52 million expended in mitigating the impacts of the incident, including providing air purifiers (over 47,000) and hotel rooms to affected residents. Regarding the tort claims, given the tens of thousands of plaintiffs, even if each class member obtains a relatively small recovery, the potential exposure in the aggregate could still be substantial. Regarding the inverse condemnation claims, if liability were established at trial, the plaintiffs could recover damages for the "diminution in value" of their residential properties, plus attorneys' fees and costs. This could, similarly, result in a potentially large liability exposure for the Flood Control District, as the operator of the Dominguez Channel. However, the Flood Control District and the County are asserting numerous statutory immunities and are asserting that the industrial defendants are solely responsible for causing the fire and the ensuing public nuisance, as well as for any resultant damages, such that any liability should be allocated to those entities alone. The case is in a very early discovery stage, and no detailed information is yet known about either the

circumstances of the over 21,000 plaintiffs or of their claims. Given these uncertainties, the preliminary estimate is that the County may face a potential liability of \$90 million.

In May 2022, two lawsuits were filed (*Southern California Edison v. State Board of Equalization, et al.*) by Southern California Edison ("SCE") alleging the State Board of Equalization ("BOE") overvalued SCE's statewide unitary property in tax years 2020 and 2021, due to factors including climate change and the risk of wildfires. A third lawsuit was filed in 2023 based on the same allegations, applicable to the 2022 tax year. SCE is seeking a reduction of approximately \$6 billion in valuation per tax year. Unitary property is assessed by the BOE but counties levy and collect local property taxes on unitary property and distribute the tax revenue among local taxing entities within each county. If granted by the court, SCE's requested valuation reduction would result in estimated refunds from taxing entities within Los Angeles County of approximately \$71 million, of which the County and County-controlled taxing entities would be responsible for refunding approximately \$27 million.

The County currently operates two juvenile detention facilities, Los Padrinos Juvenile Hall ("Los Padrinos") and Barry J. Nidorf Secured Youth Treatment Facility ("SYTF"). Los Padrinos houses predisposition and post-disposition youth waiting to transfer to placement, camp, or SYTF, which houses post-disposition youth charged with certain types of statutory crimes. On February 15, 2024, the Board of State and Community Corrections ("BSCC") determined that Los Padrinos and SYTF were unsuitable for the confinement of youth. Subsequently, on April 11, 2024, the BSCC determined that Los Padrinos and SYTF had addressed the areas of noncompliance and found them suitable. The BSCC conditioned their approval on no less than monthly targeted inspections at both facilities to audit staffing, room confinement, and other areas to be determined by BSCC field staff. Further, Los Padrinos will be subject to a comprehensive inspection auditing every Title 15 regulation within six months. The current inspections have only been "targeted" by the BSCC. The suitability of the juvenile facilities has garnered significant media attention. Any suitability finding for Los Padrinos or SYTF will have significant legal implications on the current California Department of Justice settlement agreement with the Probation Department.

In March 2023, four lawsuits were filed challenging the County's adoption of an ordinance on January 24, 2023 (the "Oil Well Ordinance"), prohibiting new oil wells and production facilities, and phasing out existing oil wells and production facilities subject to an amortization schedule. Among other things, the lawsuits allege the Oil Well Ordinance is preempted by State and federal law and is inconsistent with the County's General Plan, that the County abused its discretion in adopting the Oil Well Ordinance and amortization schedule, and that the County adopted the Oil Well Ordinance in violation of the California Environmental Quality Act ("CEQA"). The County resolved one of the lawsuits, but the remainder of the CEQA and preemption claims, which will determine solely legal issues without monetary exposure, will proceed to writ trial on October 25, 2024. Depending on the outcome of the CEQA and preemption claims, the County will determine whether to litigate the remaining claims, which include inverse condemnation, interference with vested rights, and breach of contract. If the lawsuits advance to a determination of monetary damages on a regulatory taking, it will be difficult to estimate the potential liability. The plaintiffs claim their property is worth \$1.3 billion. However, it is unlikely the County would be liable for the full value of the property, as the plaintiffs have already financially benefitted from the property and mineral rights for decades. Additionally, the court would likely order the County

to rescind the Oil Well Ordinance, or the County may have the option to settle by rescinding the Oil Well Ordinance and stipulating to attorneys' fees.

On May 13, 2024, a lawsuit was filed by the Kizh Nation – Gabrieleño Band of Mission Indians against the County, the Archdiocese of Los Angeles, and the nonprofit museum LA Plaza de Cultura y Artes ("Museum"), alleging that the remains of the plaintiff's ancestors were mishandled when such remains were relocated in connection with the construction of the Museum in downtown Los Angeles. The plaintiffs allege that more than 100 graves were desecrated when the remains from those graves were placed in an illegal mass grave on the site of the First Cemetery of Los Angeles rather than placed in individual graves in accordance with Catholic rituals. The plaintiffs allege this was in violation of express promises from the defendants. The Museum opened in 2011, and the County holds title to the land on which the First Cemetery is located. The case is in the very early stages and discovery has not yet commenced. Given these uncertainties, the potential liability for the County is unknown at this time.

Pending Litigation

There are a number of other lawsuits and claims pending against the County. In the opinion of the County Counsel, such suits and claims that are presently pending will not impair the ability of the County to make debt service payments or otherwise meet its outstanding lease or debt obligations.

TABLE 1: RETIREMENT PLAN UAAL AND FUNDED RATIO

(in thousands)

<u>Actuarial Valuation Date</u>	<u>Market Value of Plan Assets</u>	<u>Actuarial Value of Plan Assets</u>	<u>Actuarial Accrued Liability</u>	<u>UAAL</u>	<u>Funded Ratio</u>
06/30/2016	47,846,694	49,357,847	62,199,214	12,841,367	79.35%
06/30/2017	52,743,651	52,166,307	65,310,803	13,144,496	79.87%
06/30/2018	56,299,982	55,233,108	68,527,354	13,294,246	80.60%
06/30/2019	58,294,837	57,617,288	74,635,840	17,018,552	77.20%
06/30/2020	58,510,408	59,762,991	78,275,175	18,512,184	76.35%
06/30/2021	73,012,026	64,909,377	81,898,044	16,988,667	79.26%
06/30/2022	70,289,612	68,711,610	86,320,151	17,608,541	79.60%
06/30/2023	73,851,886	72,414,936	90,651,092	18,236,156	79.88%

Source: Milliman Actuarial Valuation (of LACERA) for June 30, 2023.

TABLE 2: INVESTMENT RETURN ON RETIREMENT PLAN ASSETS

(in thousands)

<u>Fiscal Year</u>	<u>Market Value of Plan Assets</u>	<u>Market Rate of Return</u>	<u>Funded Ratio Based on Market Value</u>
2015-16	47,846,694	0.8%	76.1%
2016-17	52,743,651	12.7%	80.0%
2017-18	56,299,982	9.0%	81.3%
2018-19	58,294,837	5.5%	77.3%
2019-20	58,510,408	1.8%	74.0%
2020-21	73,012,026	25.2%	88.3%
2021-22	70,289,612	0.1%	79.9%
2022-23	73,851,886	6.4%	80.0%

Source: Milliman Actuarial Valuation (of LACERA) for June 30, 2023.

TABLE 3: COUNTY PENSION AND OPEB PAYMENTS

(in thousands)

<u>Fiscal Year</u>	<u>Retirement Fund</u>	<u>Payments to LACERA</u>			<u>Total Retirement & OPEB Payments</u>
		<u>OPEB (PAYGO)</u>	<u>OPEB (Prefund)</u>	<u>OPEB Disability</u>	
2017-18	1,499,212	559,233	120,796	41,141	2,220,382
2018-19	1,635,719	604,515	182,851	41,626	2,464,711
2019-20	1,766,735	634,753	246,197	42,567	2,690,252
2020-21	1,971,006	668,582	309,394	38,715	2,987,697
2021-22	2,150,155	692,616	372,243	39,902	3,254,916
2022-23	2,242,925	713,034	441,452	40,607	3,438,018
2023-24	2,440,300 *	759,937 *	503,393 *	41,683 *	3,745,313 *
2024-25	2,650,935 *	838,564 *	570,280 *	46,929 *	4,106,708 *

Source: Milliman Actuarial Valuations (of LACERA), Los Angeles County Annual Comprehensive Financial Reports and the Los Angeles County Chief Executive Office.

* Estimated

BUDGETARY INFORMATION

COUNTY BUDGET PROCESS

The County is required by California State Law to adopt a balanced budget by October 2nd of each year. The CEO of the County prepares a preliminary forecast of the County budget based on the current year budget, the State budget, and other projected revenue and expenditure trends. Expanding on this forecast, the CEO prepares a target County budget for the ensuing fiscal year, and projected resources are tentatively allocated to the various County programs and services.

The CEO normally presents the Recommended County Budget to the Board of Supervisors in April. The Board of Supervisors is required to adopt a Recommended Budget no later than June 30th. If a final County Budget is not adopted by June 30th, the appropriations approved in the Recommended Budget, with certain exceptions, become effective for the new fiscal year until the final budget is approved.

The CEO generally recommends revisions to the County Budget after adoption of the final State budget to align County expenditures with approved State funding. After conducting public hearings and deliberating on the details of the budget, the Board of Supervisors is required to adopt the Final County Budget by October 2nd of each year.

Throughout the remainder of the fiscal year, the Board of Supervisors approves various adjustments to the Final County Budget to reflect changes in appropriation requirements and funding levels. The annual revenues from the State and Federal governments are generally allocated pursuant to formulas specified in State and Federal statutes. For budgetary or other reasons, such statutes are often subject to change that may affect the level of County revenues and budgetary appropriations.

COUNTY BUDGET OVERVIEW

The County Budget is comprised of eight fund groups through which the County's resources are allocated and controlled. These groups include the General Fund and Hospital Enterprise Fund (which represents the General County Budget), Special Revenue Funds, Capital Project Special Funds, Special District Funds, Other Enterprise Funds, Internal Service Fund, and Fiduciary Fund.

The General County Budget accounts for 77.6% of the Fiscal Year 2024-25 Adopted Budget (the "2024-25 Adopted Budget") and appropriates funding for programs that are provided on a mostly county-wide basis (e.g., health care, welfare, and detention facilities), municipal services to the unincorporated areas not otherwise included in a special district, and certain municipal services to various cities on a contract fee-for-service basis (e.g., law enforcement, planning and engineering).

Special Revenue Funds represent 10.9% of the 2024-25 Adopted Budget and are used to account for the allocation of revenues that are restricted to defined purposes, such as public library operations, road construction and maintenance programs, specific automation projects and Measure H – Los Angeles County Plan to prevent and combat homelessness.

Capital Project Special Funds account for 1.1% of the 2024-25 Adopted Budget and provide funding for the acquisition or construction of major capital facilities that are not financed through other funding sources.

Special District Funds, which account for 7.2% of the 2024-25 Adopted Budget, are separate legal entities funded by specific taxes and assessments. These districts provide public improvements and/or services benefiting targeted properties and residents. Special Districts are governed by the Board of Supervisors and include, among others, Flood Control, Garbage Disposal, Sewer Maintenance and Regional Park and Open Space Districts. The remaining fund groups, Other Enterprise, Internal Services and Fiduciary Funds account for 3.2% of the 2024-25 Adopted Budget.

CONSTITUTIONAL PROVISIONS AFFECTING TAXES AND APPROPRIATIONS

Proposition 13

Article XIII A of the California Constitution limits the taxing powers of California public agencies. Article XIII A provides that the maximum ad valorem tax on real property cannot exceed 1% of the Full Cash Value of the property, and effectively prohibits the levying of any other ad valorem property tax except for taxes required to pay debt service on voter-approved general obligation bonds. Full Cash Value is defined as the County Assessor's valuation of real property as shown on the 1975-76 tax bill under full cash value or, thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership has occurred after the 1975 assessment.

The Full Cash Value is subject to annual adjustment to reflect inflation at a rate not to exceed 2%, or a reduction as shown in the consumer price index (or comparable local data), or a decline in property value caused by damage, destruction or other factors. The foregoing limitation does not apply to ad valorem taxes or special assessments to pay the interest and redemption charges on certain types of indebtedness approved by the voters.

Article XIII B of the California Constitution limits the amount of appropriations by local governments to "Proceeds of Taxes." The County's appropriation limit for Proceeds of Taxes for Fiscal Year 2024-25 is \$36,347,018,630. The 2024-25 Adopted Budget includes proceeds from taxes of \$18,929,425,000, which is substantially below the statutory limit.

Proposition 62

Proposition 62, a 1986 ballot initiative that amended the California Constitution, requires voter approval of all new taxes or any increases to local taxes. A challenge to taxes subject to Proposition 62 may only be made for those taxes collected beginning one year before a claim is filed. Such a claim is a prerequisite to the filing of a lawsuit against a public entity in California.

Proposition 218

Proposition 218, a 1996 ballot initiative that added Articles XIIC and XIID to the California Constitution, established the following requirements on all taxes and property-related assessments, fees, and charges:

- precluded special purpose districts or agencies, including school districts, from levying general taxes;
- precluded any local government from imposing, extending or increasing any general tax unless such tax is approved by a majority of the electorate;
- precluded any local government from imposing, extending or increasing any special purpose tax unless such tax is approved by two-thirds of the electorate; and
- ensured that voters may reduce or repeal local taxes, assessments, or fees through the initiative process.

An Appellate Court decision determined that Proposition 218 did not supersede Proposition 62. Consequently, voter approval alone may not be sufficient to validate the imposition of general taxes adopted, increased or extended after January 1, 1995.

Proposition 218 also expressly extends to voters the power to reduce or repeal local taxes, assessments, and fees through the initiative process, regardless of the date such charges were imposed. SB 919, the Proposition Omnibus Implementation Act, was enacted in 1997 to prescribe specific procedures and parameters for local jurisdictions to comply with Proposition 218. SB 919 states that the initiative power provided for in Proposition 218 shall not be construed to mean that any owner or beneficial owner of a municipal security, purchased before or after November 6, 1998, assumes the risk of, or in any way consents to, any action by initiative measure that constitutes an impairment of contractual rights protected by the United States Constitution.

In the 2006 case of *Bighorn-Desert View Water Agency v. Virjil (Kelley)*, the State Supreme Court suggested that the initiative power under Proposition 218 is not free of all limitations and could be subject to restrictions imposed by the Contract Clause of the United States Constitution. No assurance can be given, however, that voters in the County will not, in the future, approve an initiative that reduces or repeals local taxes, assessments, fees or charges that are deposited into the County's General Fund. In addition, "fees" and "charges" are not defined by Article XIIC or SB 919, and the scope of the initiative power under Article XIIC could include all sources of General Fund revenue not received from or imposed by the Federal or State government or derived from investment income.

Proposition 1A 2004

Proposition 1A 2004, approved by the voters in November 2004, amended the State Constitution by limiting the State's authority to reduce local sales tax rates or alter their method of allocation, shift property tax revenues from local governments to schools or community college districts, or decrease Vehicle License Fee ("VLF") revenues without providing replacement funding. Proposition 1A 2004 further amended the State Constitution by requiring the State to suspend State laws that create unfunded mandates in any year that the State does not fully reimburse local governments for their costs to comply with such mandates.

Pursuant to Proposition 1A 2004, the State can no longer reallocate local property tax revenues without triggering a constitutional obligation to repay the local taxing agencies within three years. The State is further prohibited from reallocating local property tax revenues on more than two occasions within a ten-year period.

Proposition 26

On November 2, 2010, voters approved Proposition 26, which amended the State Constitution to expand the definition of a tax so that certain fees and charges imposed by the State and local governments will now be subject to approval by two-thirds of each house of the State Legislature or approval by local voters, as applicable. Proposition 26 requires a two-thirds approval by each house of the State Legislature to enact new laws that increase taxes on any taxpayer and repealed State laws that were in conflict with the measure unless they were approved again by two-thirds of each house of the State Legislature.

Future Initiatives

Propositions 13, 62, 218, 1A 2004 and 26 were each adopted as measures that qualified for the ballot pursuant to the State's initiative process. From time to time, other initiative measures could be adopted, further affecting County revenues or the County's ability to expend revenues.

FEDERAL AND STATE FUNDING

A significant portion of the County budget has historically been comprised of revenues received from the Federal and State governments. As indicated in the table "Historical Appropriations by Fund" at the end of this Budgetary Information section of Appendix A, \$5.471 billion of the \$35.410 billion 2024-25 Adopted Budget is received from the Federal government and \$9.714 billion is funded by the State. The remaining \$20.225 billion of County revenues are generated from property taxes and a variety of other sources. The fact that 43% of General County Budget funding is provided by the State and Federal government illustrates the County's significant reliance on outside funding sources.

Federal Budget Update

On March 8, 2024, President Joseph R. Biden, Jr. signed into law the Consolidated Appropriations Act, 2024 ("H.R. 4366"), which contains \$467.5 billion for six of the 12 Federal Fiscal Year (FFY) 2024 appropriations bills, a \$1.5 billion increase over FFY 2023 enacted levels. This first tranche of bills funds several agencies, including the departments of Transportation, Veterans Affairs, Energy, Agriculture, Interior, and Housing and Urban Development, as well as the Environmental Protection Agency and the Food and Drug Administration. Funding for agencies included in this bill will last through FFY 2024, which ends on September 30, 2024.

H.R. 4366 included funding for eight Los Angeles County Community Project Funding and Congressional Directed Spending allocations, \$23.4 million in Civil Works funding for the Los Angeles County Drainage Area's (LACDA) operations and maintenance, \$300,000 for the LACDA Divestiture Study, and \$8,000 for Marina del Rey's operations and maintenance.

H.R. 4366 also included health-related extenders including: the elimination of the Medicaid Disproportionate Share Hospital (DSH) Payments cuts through December 31, 2024; a permanent state option to provide Medicaid covered services to individuals who have substance use disorders and reside in Institutions for Mental Diseases; and a requirement that state Medicaid programs suspend rather than terminate Medicaid eligibility for persons in custody.

On March 23, 2024, President Biden signed into law the Further Consolidated Appropriations Act, 2024 (“H.R. 2882”), which contains \$1.2 trillion for the remaining six of the 12 FFY 2024 appropriations bills and averted a partial government shutdown. This second tranche of bills funds all remaining federal agencies, including the departments of Defense, Homeland Security and Health and Human Services (HHS). The Joint Explanatory Statements accompanying H.R. 2882 include Community Project Funding and Congressional Directed Spending (also known as earmarks).

Funding for most programs of interest to the County was maintained or increased from the previous fiscal year. H.R. 2882 also included increased funding for border security, childcare, and the Head Start early education grants. H.R. 2882 did not include additional funding to extend the Affordable Connectivity Program, which had been funded through April 2024.

President Biden released his \$7.3 trillion budget blueprint for FFY 2025 on March 11, 2024. The budget request proposes approximately \$734 billion in non-defense discretionary funding in FFY 2025 and defense spending of approximately \$895 billion. Mandatory (entitlement) spending and interest on the national debt continues to represent the fastest growing components of the budget. Among other provisions, the President’s budget request includes restoring the expanded Child Tax Credit, extending mandatory Medicare drug pricing negotiations to additional drugs, instituting national paid family leave programs, increasing affordable housing assistance, and funding environmental initiatives, among other proposals. The proposal also seeks to reduce the federal deficit by nearly \$3 trillion over the next ten years, primarily through increases in taxes.

STATE BUDGET PROCESS

Over the last 30+ years since the early 1990’s, the State budget has experienced broad fluctuations as the State responded to the economic recession of the early 1990’s, the economic recovery later in the same decade, the 2001 and 2008 recessions and subsequent recoveries, and the financial challenges caused by the COVID-19 pandemic. With the steady improvement in the State economy since the 2008 recession and the passage of Proposition 30 in the November 2012 election (and the subsequent extension by voters with the passage of Proposition 55 in November 2016), the State experienced significant improvement to its budget stability and overall financial condition and is in a historically strong position to manage the fiscal impact of a potential recession given the current economic conditions that have resulted in a reduction in State revenues in Fiscal Year 2022-23 and projected revenues for Fiscal Year 2023-24.

Fiscal Year 1991-92 Realignment Program

In Fiscal Year 1991-92, the State and county governments collectively developed a program realignment system (the “1991-92 Realignment Program”) that removed State funding for certain

health and welfare programs and provided counties with additional flexibility to administer such programs. Under the 1991-92 Realignment Program, certain health and welfare services are funded by a 0.5% increase in sales taxes and increased vehicle license fees. Since counties receive their share of the funding for health and welfare programs under a fixed formula prescribed by State law, the flow of funds is no longer subject to the State budget process. If sales tax and vehicle license fee revenues are not realized as expected, county governments will still maintain responsibility for the management and cost of such programs.

On June 27, 2013, Governor Brown signed into law AB 85, which provides a mechanism for the State to redirect certain 1991-92 Realignment Program health care funding to social service programs. With California electing to implement a state-run Medicaid expansion pursuant to the Affordable Care Act, the State anticipates that the cost to counties for providing health care services to the indigent population will decrease as this population becomes eligible for coverage through Medi-Cal or the State-run health insurance exchange. The impact of the AB 85 legislation to the County is discussed in further detail in the Health Services Budget section.

Public Safety Realignment

The approval of the Public Safety Realignment Act of 2011 (AB 109) transferred responsibility for the custody and supervision of specific low-level inmates and parolees from the California Department of Corrections and Rehabilitation to counties. Funding for AB 109 is financed by redirecting 1.0625% of State sales tax revenue and a portion of Vehicle License Fee revenues from the State to the counties. In November 2012, California voters passed Proposition 30, which authorized a constitutional amendment prohibiting the State Legislature from removing AB 109 funding.

Redevelopment Agencies

Effective February 1, 2012, and pursuant to Assembly Bill x1 26 (“ABx1 26”), redevelopment agencies throughout the State were abolished and prohibited from engaging in future redevelopment activities. ABx1 26 requires successor agencies to take over from the former redevelopment agencies and perform the following functions:

- Continue making payments on existing legal obligations without incurring any additional debt.
- Wind down the affairs of the former redevelopment agencies and return the funds of liquidated assets to the county Auditor-Controller, who will in turn distribute these funds to the appropriate local taxing entities.

Under ABx1 26, property tax revenues are allocated to pay enforceable legal obligations, pass-through payments and eligible administrative costs. Any remaining property tax revenues, otherwise known as “residual taxes”, are to be distributed as property tax revenue to the appropriate local taxing entities, including the County. Prior to their dissolution, the estimated annual tax increment to fund redevelopment agencies in the County General Fund was approximately \$453.0 million in Fiscal Year 2009-10. In Fiscal Years 2017-18, 2018-19, 2019-20, 2020-21, 2021-22, and 2022-23, the County General Fund received \$201.9 million, \$243.2 million, \$232.5 million, \$352.4 million, \$315.4 million, and \$390.5 million of residual taxes,

respectively. The budgeted and estimated residual tax revenue for 2023-24 is \$394.7 million. The 2024-25 Adopted Budget includes a projected \$404.4 million of residual tax revenue for the General Fund.

The County's direct involvement in redevelopment activities was limited to unincorporated areas of the County and to a small number of projects. The successor agency for these activities is the Los Angeles County Development Authority. The dissolution of County related projects has not had a material impact, if any, on the financial condition of the County.

2023-24 State Budget

On June 27, 2023, Governor Newsom signed the primary budget bill (SB 101) for the final Fiscal Year 2023-24 State Budget. The Governor also signed two additional budget bills, including AB 102 and AB 103 on July 10, 2023 and June 30, 2023, respectively. AB 102 made technical and substantive changes to SB 101 to reflect the budget agreement reached between the Governor and the Legislature, while AB 103 made budget bill amendments to the 2021 and 2022 State Budget Acts. The three measures (SB 101, AB 103 and AB 102), along with 20 trailer bills signed by the Governor encompass the Fiscal Year 2023-24 State Budget Act (the "2023-24 State Budget Act").

The 2023-24 State Budget Act projected a beginning fund balance from Fiscal Year 2022-23 of \$26.352 billion, total revenues and transfers of \$208.688 billion, total expenditures of \$225.928 billion, and a year-end fund balance of \$9.112 billion for Fiscal Year 2023-24. Of the projected year-end fund balance, \$5.272 billion would be allocated to the Reserve for Liquidation of Encumbrances and \$3.840 billion would be deposited to the Special Fund for Economic Uncertainties. The 2023-24 State Budget Act also allocated \$10.831 billion to the Public School System Stabilization Account and \$900.0 million to the Safety Net Reserve. The State Budget Act included a balance of \$22.252 billion in the State's Budget Stabilization Account (Rainy Day Fund).

The 2023-24 State Budget Act reflects the State's values and priorities related to implementing transitional kindergarten; child care availability and affordability; universal school meals; reproductive health care; investments in housing and infrastructure; workforce development; combatting organized retail theft and other crimes; increasing access to health care and protecting the State's most vulnerable residents; and addressing homelessness, behavioral health challenges and the impacts of climate change.

The items in the 2023-24 State Budget Act that were of major interest to the County include the following:

Carryover of Unspent SB 129 Pretrial Funding – Provided authority for the County to carryover up to \$28.2 million of unspent SB 129 pretrial funding allocated to the County for Fiscal Year 2021-22 and Fiscal Year 2022-23 to spend or encumber in Fiscal Year 2023-24.

Community Assistance, Recovery & Empowerment (CARE) Act – Provided \$128.9 million in State funding in Fiscal Year 2023-24, \$234 million in State funding in Fiscal Year 2024-25, \$290.6 million in State funding in Fiscal Year 2025-26, and nearly \$291 million in Fiscal Year 2026-27 and annually thereafter to support estimated county behavioral health department costs for the CARE Act. The Fiscal Year 2023-24 State funding consists of \$67.3 million for

behavioral health department activities, which includes \$15 million in one-time State funding for the County's planning activities to implement on an accelerated schedule by December 1, 2023, \$29.4 million to the trial courts for program administration and coordination of self-help centers, \$22.9 million to support public defender and legal services organizations that will provide legal counsel to CARE participants, \$6.1 million to the Department of Health Care Services to support implementation activities, and \$3.2 million to the Judicial Council to support implementation activities.

Opioid and Fentanyl Response – Provided \$14 million in one-time Opioid Settlements Fund over four years for fentanyl program grants to increase local efforts in education, testing, recovery, and support services to implement AB 2365, and to support innovative approaches to make fentanyl test strips and naloxone more widely available.

Reproductive Health Services 1115 Waiver – Provided \$200 million (\$15 million in State funding) in Fiscal Year 2024-25 for a one-time grant program through an 1115 Federal demonstration waiver focused on supporting access to family planning and related services, system transformation, capacity, and sustainability of California's safety net.

General Fund Loan for Hospitals – Provided a State loan of up to \$150 million for the County supported Distressed Hospital Loan Program (DHLP) and requires repayment by June 30, 2024.

Electronic Benefit Transfer (EBT) Fraud Mitigation – Provided \$50 million (\$15.5 in State funding) to improve EBT technology.

CalWORKs Grant Increase – Provided \$111.2 million in Fiscal Year 2023-24 for an ongoing MAP increase of 3.6 percent, effective October 2023, funded with revenues in the Child Poverty and Family Supplemental Support Subaccount. These increases were expected to bring the non-exempt MAP level from \$1,130 to \$1,171 per month for an assistance unit of three family members residing in a high-cost county.

Medi-Cal County Administration Funding – Provided a \$93.2 million statewide increase for the Medi-Cal County Administration Allocation for Fiscal Year 2023-24 due to the California Department of Health Care Services increasing the total allocation by 4.11 percent for the projected California Consumer Price Index (CPI).

In-Home Supportive Services (IHSS) County Administration Funding – Provided \$13.4 million of state funding for the IHSS County Administration Allocation for Fiscal Year 2023-24 to reflect growth in the projected monthly caseload.

Stage One Child Care – Provided a \$71.2 million (\$17.7 million in State funding) to fund statewide increase to the CalWORKS Stage One Child Care allocation.

CalFresh State Administration Funding – Provided an additional \$406.5 million (\$159.5 in State funding) in Fiscal Year 2023-24 to reflect a revised budgeting methodology for counties CalFresh administration activities, which is an 18.6 percent increase compared to the previous methodology.

Local Child Support Agency (LCSA) Administrative Allocation – Provided \$35.8 million ongoing (\$12.2 million in State funding) for

LCSAs to help mitigate increased staffing costs, caseload, and call volumes, to maintain current service levels.

California Motion Picture and Television Production Credit Extension – Extends authority of the California Film Commission to allocate the California Motion Picture and Television Production Credit for an additional five years, starting in Fiscal Year 2025-26, at \$330 million per year.

Exide Parkways Cleanup Funding – Provided \$67.3 million in Fiscal Year 2023-24 to cleanup parkways surrounding the former Exide Technologies facility identified with high levels of lead and/or other metals.

Foreclosure Intervention Housing Prevention Program (FIHPP) – Maintained \$82.5 million in one-time State funding for the FIHPP in Fiscal Year 2023-24 and deferred funding previously allocated to the program in the 2021 State Budget Act as follows: \$70 million in Fiscal Year 2024-25, \$100 million in Fiscal Year 2025-26, and \$62.5 million in Fiscal Year 2026-27.

Dam Safety and Flood Management Grant Program – Approved the Dam Safety and Flood Management Grant Program which provides funding repairs, rehabilitation, enhancements, and other dam safety projects at State jurisdictional dams and associated facilities.

Behavioral Health Bridge Housing (BHBH) Program – Provided a one-time \$265 million to the Mental Health Services Fund in Fiscal Year 2023-24 in lieu of State funding for the BHBH, and delays \$235 million in State funding to Fiscal Year 2024-25.

Behavioral Health Continuum Infrastructure Program (BHCIP) – Delayed \$480.7 million in State funding appropriated in the 2022 State Budget Act for Fiscal Year 2023-24 for the final round of behavioral health continuum capacity funding to \$240.4 million in Fiscal Year 2024-25 and \$240.3 million in Fiscal Year 2025-26.

Community Health Workers (CHW) Program – Reallocated \$115 million in State funding from Fiscal Year 2023-24 to Fiscal Year 2024-25 and Fiscal Year 2025-26 by \$57.5 million for each year.

Public Defender Pilot – Reinstated \$40 million of the \$50 million for the Board of State and Community Corrections' (BSCC) Public Defender Pilot Program to help fund counties indigent defense providers, including public defenders and alternate defenders.

CalWORKs Single Allocation (CWSA) Decrease – Included a \$72.2 million statewide reduction to the eligibility component of the CWSA to reflect a lower projected final caseload relative to the appropriation.

Public Health Workforce Reductions – Maintained \$97.5 million in State funding over four years beginning in Fiscal Year 2022-23, for various public health workforce training and development programs.

2024-25 State Budget

On January 10, 2024, Governor Newsom released his Fiscal Year 2024-25 Proposed State Budget (the "Proposed State Budget"). The Proposed State Budget projected a beginning fund balance from Fiscal Year 2023-24 of \$8.029 billion, total revenues and transfers of \$214.699 billion, total expenditures of \$208.718 billion, and a year-end fund balance of \$14.010 billion for Fiscal Year

2024-25. Of the projected year-end fund balance, \$10.569 billion would be allocated to the Reserve for Liquidation of Encumbrances and \$3.441 billion would be deposited to the Special Fund for Economic Uncertainties. The Proposed State Budget also allocates \$3.852 billion to the Public School System Stabilization Account. The Proposed State Budget includes a balance of \$11.106 billion in the State's Budget Stabilization Account (Rainy Day Fund).

On May 10, 2024, Governor Newsom released his Fiscal Year 2024-25 May Budget Revision (the "May Budget Revision"). The May Budget Revision projects a beginning fund balance from Fiscal Year 2023-24 of \$9.726 billion, total revenues and transfers of \$205.249 billion, total expenditures of \$200.974 billion, and a year-end fund balance of \$14.001 billion for Fiscal Year 2024-25. Of the projected year-end fund balance, \$10.569 billion would be allocated to the Reserve for Liquidation of Encumbrances and \$3.432 billion would be deposited to the Special Fund for Economic Uncertainties. The Proposed State Budget includes a balance of \$19.429 billion in the State's Budget Stabilization Account (Rainy Day Fund).

On June 29, 2024, Governor Newsom signed the primary budget bill for the final Fiscal Year 2024-25 State Budget along with various budget-related trailer bills that encompass the Fiscal Year 2024-25 State Budget Act (the "2024-25 State Budget Act"). The 2024-25 State Budget Act projects a beginning fund balance from Fiscal Year 2023-24 of \$13.443 billion, total revenues and transfers of \$212.139 billion, total expenditures of \$211.504 billion, and a year-end fund balance of \$14.078 billion for Fiscal Year 2024-25. Of the projected year-end fund balance, \$10.569 billion would be allocated to the Reserve for Liquidation of Encumbrances and \$3.509 billion would be deposited to the Special Fund for Economic Uncertainties. The 2024-25 State Budget Act also allocated \$1.054 billion to the Public School System Stabilization Account and includes a balance of \$17.633 billion in the State's Budget Stabilization Account (Rainy Day Fund).

The 2024-25 State Budget Act maintains the multi-year fiscal structure proposed by Governor Newsome in the May Budget Revision to balance both the Fiscal Year 2024-25 and 2025-26 State budgets. The 2024-25 State Budget Act utilizes a combination of expenditure reductions, new revenues, budget reserves, fund shifts and expenditure delays and deferrals to close a \$46.8 billion budget deficit, which will help ensure the State is on a stronger fiscal footing while continuing to maintain vital programs and services for its residents. The County's extensive advocacy efforts to oppose budget cuts and the elimination of State funding that supports critical County safety net services resulted in the complete or partial restoration of funding for various behavioral health, child welfare, public safety and other State programs.

The items in the 2024-25 State Budget Act that are of major interest to the County include the following:

Future of Public Health – Reduces State operational expenditures by \$8 million and eliminates \$15.9 million in State funding for assistance and support to local health jurisdictions.

Behavioral Health Continuum Infrastructure Program (BHCIP) – Reverts State funding expenditure authority of \$450.7 million for the final round of BHCIP expenditures, with additional rounds to be supported by Proposition 1 bond funding.

Behavioral Health Bridge Housing (BHBH) – Provides \$132.5 million in State funding to implement the BHBH Program to award competitive grants to qualified counties and tribal entities.

Health Care Enrollment Navigators – Eliminates \$18 million in Fiscal Year 2024-25 expenditures for health enrollment navigators.

Bringing Families Home Program (BFHP) – Modifies the Governor's revised proposal for the BFHP by accepting an \$80 million delay to Fiscal Year 2025-26, reducing the funding amount by \$40 million in Fiscal Year 2025-26 and then delaying this \$40 million expenditure until Fiscal Year 2026-27.

Foster Care Caregiver Approvals Program (FCCAP) – Rejects the Governor's May Budget Revision proposal for an ongoing reduction of \$50 million in State funding to the FCCAP starting in Fiscal Year 2024-25.

Emergency Child Care Bridge Program (ECCBP) – Rejects the Governor's May Budget Revision proposal for a \$34.8 million reduction in State funding for the ECCBP starting in Fiscal Year 2024-25 and reappropriating \$47 million in State funding from Fiscal Year 2023-24 to Fiscal Year 2024-25.

Family Urgent Response System (FURS) – Rejects the Governor's January Budget proposal to eliminate \$30 million in State funding in Fiscal Year 2024-25 and future fiscal years.

Housing Supplements for Foster Youth in Supervised Independent Living Placements (SILPs) – Approves the Governor's January Budget proposal to eliminate \$195,000 in State funding for Fiscal Year 2024-25 and \$25.5 million in Fiscal Year 2025-26 and future fiscal years.

Housing Navigation and Maintenance Program (HNMP) – Rejects the Governor's January Budget proposal to eliminate \$13.7 million for the HNMP in Fiscal Year 2024-25 and future fiscal years.

Los Angeles County Child Welfare Services Public Health Nursing Early Intervention Program (PHNEI) – Approves the Governor's January Budget proposal to eliminate the PHNEI with a reduction of \$8.3 million in State funding in Fiscal Year 2024-25 and future fiscal years.

CalWORKs Single Allocation – Rejects the Governor's January Budget proposal for an ongoing annual reduction in State funding of \$40.8 million and the May Budget Revision proposal to cut an additional \$272 million in one-time funding from the Single Allocation in Fiscal Year 2024-25.

CalWORKs Family Stabilization – Rejects the Governor's January Budget proposal to eliminate the program, with a proposed cut of \$71.2 million in State funding beginning in Fiscal Year 2024-25 and future fiscal years.

CalWORKs Expanded Subsidized Employment (ESE) – Rejects the Governor's January Budget proposal to eliminate the program with a reduction of \$134.1 million in State funding in Fiscal Year 2024-25 and future fiscal years. Modifies the ESE to reduce funding on a short-term basis by up to \$30 million in State funding in Fiscal Year 2023-24 and up to \$37 million in Fiscal Year 2024-25.

CalWORKs Employment Services Intensive Case Management – Approves the Governor's January Budget proposal to eliminate the program, with a reduction of \$47 million in State funding beginning in Fiscal Year 2024-25.

CalWORKs Home Visiting Program (HVP) – Rejects the Governor's May Budget Revision proposal for an ongoing reduction of \$47.1 million in State funding starting in Fiscal Year 2024-25 for the CalWORKs HVP, but reduces funding by up to \$30 million in Fiscal Year 2023-24, and temporarily reduces funding by up to \$25 million in Fiscal Year 2024-25 and Fiscal Year 2025-26.

CalWORKs Mental Health and Substance Abuse Services – Rejects the Governor's May Budget Revision proposal for an ongoing reduction of \$126 million starting in Fiscal Year 2024-25, but reduces funding by \$30 million in Fiscal Year 2023-24, \$37 million in Fiscal Year 2024-25, and \$26 million in Fiscal Year 2025-26.

In-Home Supportive Services (IHSS) Budget Methodology – Approves updating of the budgeting methodology used to determine the annual funding for county administration for the IHSS program, beginning with Fiscal Year 2025-26 and every third fiscal year thereafter.

Homeless Housing, Assistance and Prevention (HHAP) Program – Provides \$1 billion for Round 6 of HHAP with statutory language to strengthen oversight, transparency, and program accountability.

Regional Early Action Planning 2.0 (REAP 2.0) Grants – Rejects the Governor's January Budget proposal to reduce REAP 2.0 grants by \$300 million, but approves a \$40 million reduction in grant funding.

Public Defender Pilot Program – Rejects the Governor's January Budget proposal to reduce the program by \$40 million and preserves the third and final year of this pilot program.

Victims Services/Backfill of federal Victims of Crime Act (VOCA) – Allocates \$103 million in Fiscal Year 2024-25 for supplemental funding under the VOCA.

Los Angeles County Fire Camp Contract – Rejects the Governor's May Budget Revision proposal to reduce the fire suppression services contract by \$2.4 million in Fiscal Year 2024-25, but approves a reduction of \$4.8 million starting in Fiscal Year 2025-26 and future fiscal years.

Lunch at the Library Program – Modifies the May Budget Revision proposal to eliminate funding for the Lunch at the Library Program by providing \$3 million in State funding in Fiscal Year 2024-25 and future fiscal years.

Library Services Act – Approves the May Budget Revision proposal to reduce State funding by \$1.8 million for the California Library Services Act in Fiscal Year 2024-25 and future fiscal years.

California State University Immigration Legal Services – Rejects the Governor's January Budget proposal to reduce State funding by \$5.2 million in Fiscal Year 2024-25 and future fiscal years to maintain an annual ongoing funding amount of \$7 million.

RECENT COUNTY BUDGETS

General County Budgets have reflected a conservative approach and have sought to maintain a stable budgetary outlook in an uncertain fiscal environment. As a result of the 2020 economic downturn caused by the COVID-19 pandemic, the County experienced a budget deficit as sales tax-based revenues declined. The economic downturn resulted in an estimated \$355.9 million NCC budget gap in Fiscal Year 2020-21. NCC is the portion of the County's budget that is financed with County discretionary funding (also known as locally generated revenues).

In order to manage the Fiscal Year 2020-21 budget gap, the County utilized a combination of ongoing structural changes including departmental budget curtailments which resulted in the elimination of 2,586 budgeted positions, the temporary suspension of the deferred compensation contribution match for non-represented employees, and the suspension of Management Appraisal and Performance Plan Tier I salaries and employee benefits increases. The County did not implement any layoffs or furloughs.

Property Tax Revenue

Property tax revenue represents the largest source of ongoing discretionary revenue for the County. The reliability of property tax revenue is due in large part to Proposition 13, which helps insulate the County from the cyclical nature of the real estate market. Proposition 13 limits the growth of assessed valuations and allows for reassessments when a property is sold or when new construction occurs. Assessed valuation can also be adjusted for inflation or deflation. As a result of Proposition 13, there is a significant amount of "stored" home value appreciation that is not reflected on the property tax rolls, which helped to offset a significant decrease in property values during the 2008 economic downturn.

To illustrate this point, average median home prices in the County declined by 48% from their peak value in August 2007 (\$562,346) to a low in January 2012 (\$290,015), but the net revenue-producing value of the property tax roll (the "Net Local Roll") decreased by only 0.51% and 1.87% in Fiscal Years 2009-10 and 2010-11, respectively. After the economic downturn in 2008, and the subsequent recovery in the real estate market, the County has experienced thirteen consecutive years of steady growth in assessed valuation, with increases in the Net Local Roll of 1.36%, 2.20%, 4.66%, 5.47%, 6.13%, 5.58%, 6.04%, 6.62%, 6.25%, 5.97%, 3.70%, 6.95%, and 5.91% in Fiscal Years 2011-12 through 2023-24, respectively.

For Fiscal Year 2023-24, the Assessor reported a Net Local Roll of \$1.997 trillion, which represents an increase of 5.91% or \$111.5 billion from Fiscal Year 2022-23. The Fiscal Year 2023-24 Net Local Roll represents the largest revenue-producing valuation in the history of the County, and the thirteenth consecutive year of assessed valuation growth. The largest factors contributing to the increase in assessed valuation are transfers in ownership (\$67.4 billion) and an increase in the consumer price index (\$36.7 billion).

Although real estate sales declined in 2022 primarily due to increases in mortgage interest rates, the increase in the Net Local Roll is the result of strong median home prices for the first half of the year. A California Consumer Price Index that exceeded the allowable limit of 2% was also a contributing factor to the increased growth of the Net Local Roll for Fiscal Year 2023-24.

For the Fiscal Year 2023-24 tax roll, the Assessor estimates that approximately 8.0% of all single-family residential parcels, 8.6% of all residential income parcels, and 11.4% of commercial-industrial parcels are 1975 base-year parcels, which indicates a significant amount of stored value that can be realized on future tax rolls when these parcels are sold and re-assessed at higher values. For Fiscal Year 2024-25, the County anticipates a 4.75% growth in assessed valuation primarily due to a full 2% consumer price index adjustment and expected sales activity.

With the downturn in the real estate market caused by the 2008 recession, the County Assessor initiated Proposition 8 reviews of 791,000 parcels. As a result of the Assessor's proactive approach to Proposition 8 reviews, the valuations of 552,000 parcels sold during the height of the real estate market were adjusted downward to reflect current market values at the time of the review. The lower valuations helped to insulate the County from future reductions in the Net Local Roll if these properties were re-sold at lower market values. In response to the improvement in the real estate market, and beginning with the Fiscal Year 2008-09 Assessment Roll, the Assessor initiated a review of the 552,000 parcels to determine if the reductions in assessed value were still warranted under Proposition 13. Based on this review, the Assessor has fully restored approximately 533,000 parcels to their Proposition 13 base year value, with 19,000 parcels still eligible for potential restorations in value.

On May 15, 2024, the Assessor released the Assessment Roll Forecast for Fiscal Year 2024-25. The Assessment Roll Forecast reflects a 4.75% or \$94.937 billion increase from Fiscal Year 2023-24, which would result in a Net Local Roll of approximately \$2.075 trillion for Fiscal Year 2024-25. The primary factors driving the increase in the Net Local Roll are property transfers (\$51.800 billion) and an increase in the consumer price index (\$39.012 billion), which reflects the maximum 2% inflation increase authorized under Proposition 13. The projected increase in the Net Local Roll reflects a mixed set of conditions in the real estate market that occurred during 2023. Although the volume of home sales was significantly lower compared to 2022, primarily as a result of higher mortgage rates, the lower supply of homes available for sale put upward pressure on home prices, resulting in higher assessed valuations for the properties transferred to new owners. The Assessor is scheduled to release the final Assessment Roll for Fiscal Year 2024-25 in July 2024.

FISCAL YEAR 2023-24 FINAL ADOPTED BUDGET

The Fiscal Year 2023-24 Final Adopted Budget (the "2023-24 Final Adopted Budget") was approved by the Board of Supervisors on October 3, 2023. The 2023-24 Final Adopted Budget appropriated \$46.743 billion, which reflects a \$2.101 billion or 4.7% increase in total funding requirements from the 2022-23 Final Adopted Budget. The General County Budget (General Fund and Hospital Enterprise Fund) appropriated \$35.934 billion, which represents a \$2.601 billion or 7.8% increase from the 2022-23 Final Adopted Budget. The 2023-24 Final Adopted Budget appropriated \$10.809 billion for Special Funds/Districts, reflecting a \$0.500 billion or 4.4% decrease from the Fiscal Year 2022-23 Final Adopted Budget.

The primary year-over-year changes to the ongoing NCC component of the 2023-24 Final Adopted Budget are outlined in the following table.

Public Assistance Changes	\$120,420,000
Unavoidable Cost Increases	
Employee Salaries	201,120,000
Health Insurance Subsidies	961,000
Retiree Healthcare Benefits	43,556,000
Various MOE Requirements	6,954,000
Program Changes	
Debt Service	(18,530,000)
Care First & Community Investment	88,304,000
Legal Settlements/Consent Decree	73,195,000
All Other Program Changes	77,680,000
Fiscal Policies	
Appropriations for Contingencies	(9,953,000)
Deferred Maintenance	5,000,000
Total Net County Cost Increases	588,707,000
Revenue Changes	
Property Taxes	380,475,000
Property Taxes - CRA Dissolution Residual	59,690,000
Public Safety Sales Tax	6,888,000
1991 Realignment - Sales Tax	8,741,000
1991 Realignment - Vehicle License Fee	1,739,000
Interest Earnings	101,542,000
Various Other Revenue Changes	29,632,000
Total Locally Generated Revenue	588,707,000
Total NCC Budget Gap	\$0

discretionary revenues. As part of the 2023-24 Final Adopted Budget, \$77.4 million was set aside in Appropriations for Contingencies, which reflected 17% of new ongoing discretionary revenues. The 2023-24 Final Adopted Budget also included a \$5.0 million allocation for deferred maintenance needs.

Revenue Changes

The 2023-24 Final Adopted Budget included a \$380.5 million increase in property tax revenues based on the Assessor's 2023 Assessment Roll, which reflected an increase of 5.91% in the Net Local Roll for Fiscal Year 2023-24. The 2023-24 Final Adopted Budget also included a \$59.7 million increase in property tax residual from the dissolution of redevelopment agencies. The 2023-24 Final Adopted Budget included projected increases in Proposition 172 Public Safety sales tax revenue, 1991 Realignment sales tax revenue, and 1991 Realignment - Vehicle License Fee revenue. The 2023-24 Final Adopted Budget also included a projected increase in interest earnings as a result of action by the Federal Reserve to raise interest rates.

FISCAL YEAR 2024-25 ADOPTED BUDGET

The Fiscal Year 2024-25 Adopted Budget (the "2024-25 Adopted Budget") was approved by the Board of Supervisors on June 24, 2024. The 2024-25 Adopted Budget appropriates \$45.628 billion, which reflects a \$1.115 billion or 2.4% decrease in total funding requirements from the 2023-24 Final Adopted Budget. The General County Budget (General Fund and Hospital Enterprise Fund) appropriates \$35.410 billion, which represents a \$0.524 billion or 1.5% decrease from the 2023-24 Final Adopted Budget. The 2024-25 Adopted Budget appropriates \$10.218 billion for Special Funds/Districts, reflecting a \$0.591 billion or 5.5% decrease from the Fiscal Year 2023-24 Final Adopted Budget.

Public Assistance Change

The increase in funding for Public Assistance in the 2023-24 Final Adopted Budget is primarily due to funding increases for In-Home Supportive Services, General Relief, and Kinship Guardianship Assistance Payment Programs, as well as Foster Care and Adoptions Assistance programs.

Unavoidable Cost Increases

Salaries and Employee Benefits - Unavoidable cost increases are primarily the result of approved salaries and employee benefit increases, and expected salary and benefit increases that are subject to negotiations with the County's collective bargaining units.

Prefund Retiree Healthcare Benefits - The 2023-24 Final Adopted Budget appropriated \$502.5 million in pre-funding contributions to the OPEB Trust Fund, which is comprised of \$200.0 million in NCC and \$302.5 million in projected subvention revenue received from Federal, State, and other local government entities.

Program Changes

The 2023-24 Final Adopted Budget included \$220.6 million of adjustments to various County programs, including increases for public safety, social services, and health and mental services.

Fiscal Policies

The balance of the County's Rainy Day Fund for Fiscal Year 2023-24 is \$971.1 million, which represents 11.5% of ongoing

The primary changes to the ongoing NCC component of the 2024-25 Adopted Budget are outlined in the following table.

Public Assistance Changes	\$56,621,000
Unavoidable Cost Increases	
Health Insurance Subsidies	14,761,000
Pension Costs	(7,668,000)
Employee Salaries	206,113,000
Retiree Healthcare Benefits	48,654,000
Various MOE Requirements	8,399,000
Program Changes	
Care First & Community Investment	12,340,000
Debt Service	(11,019,000)
Legal Settlements/Consent Decree	18,143,000
All Other Program Changes	56,066,000
Fiscal Policies	
Appropriations for Contingencies	(10,496,000)
Deferred Maintenance	5,000,000
Total Net County Cost Increases	396,914,000
Revenue Changes	
Property Taxes	318,707,000
Property Taxes - CRA Dissolution Residual	9,772,000
Public Safety Sales Tax	(15,276,000)
1991 Realignment - Sales Tax	25,914,000
Interest Earnings	53,091,000
Various Other Revenue Changes	4,706,000
Total Locally Generated Revenue	396,914,000
Total NCC Budget Gap	\$0

Fiscal Policies

As of the 2024-25 Adopted Budget, the balance of the County's Rainy Day Fund is \$978.6 million, which represents approximately 11.2% of ongoing discretionary revenues. The 2024-25 Adopted Budget includes \$56.7 million in Appropriations for Contingencies, which reflects 17% of new ongoing discretionary revenues in Fiscal Year 2024-25. The 2024-25 Adopted Budget also includes a \$5.0 million allocation for deferred maintenance needs.

Revenue Changes

The 2024-25 Adopted Budget includes a \$318.7 million increase in property tax revenues based on a preliminary projected growth rate of 4.75% in assessed valuation. The 2024-25 Adopted Budget also includes a \$9.8 million increase in the property tax residual from the dissolution of redevelopment agencies. The 2024-25 Adopted Budget includes projected increases in Realignment sales tax revenue, interest earnings, and various other revenue sources, offset by Proposition 172 Public Safety sales tax revenue.

Assembly Bill 218

Liability and settlement costs associated with the Child Victims Act (AB 218) are expected to have a significant long-term effect on the financial condition of the County. The County preliminarily estimates that liability and settlement costs relating to AB 218 could exceed \$3.0 billion. The County is assessing the potential impact of AB 218 on its future programmatic funding needs, and expects that addressing the related claims may require funding through a multi-year, long-term financing approach.

Public Assistance Change

The increase in funding for Public Assistance in the 2024-25 Adopted Budget is primarily due to funding increases for In-Home Supportive Services, General Relief, and Kinship Guardianship Assistance Payment programs, as well as Foster Care, Adoptions, and Emergency Assistance programs.

Unavoidable Cost Increases

Salaries and Employee Benefits – The unavoidable cost increases are primarily the result of approved salaries and employee benefit increases, and expected salary and benefit increases that are subject to negotiations with the County's collective bargaining units.

Pension Costs - Reflects adjustments for the Fiscal Year 2024-25 employer contribution retirement rates based upon the 2023 Actuarial Valuation

Prefund Retiree Healthcare Benefits – The 2024-25 Adopted Budget appropriates \$570.3 million in pre-funding contributions to the OPEB Trust Fund, which is comprised of \$225.0 million in NCC and \$345.3 million in projected subvention revenue received from Federal, State and other local government entities.

Program Changes

The 2024-25 Adopted Budget includes \$75.5 million of adjustments to various County programs, including increases for public safety, social services, and health and mental services.

HEALTH SERVICES BUDGET (To Be Updated)

The Department of Health Services ("DHS") provides vital inpatient acute care through four hospitals: Los Angeles General Medical Center, Harbor-UCLA Medical Center, Olive View-UCLA Medical Center and Rancho Los Amigos National Rehabilitation Center. Two of the hospitals, Los Angeles General Medical Center and Harbor-UCLA Medical Center, operate trauma centers and emergency rooms; Olive View-UCLA Medical Center provides emergency room services; and Rancho Los Amigos National Rehabilitation Center operates as an acute rehabilitation facility. Outpatient services are provided at all four hospitals as well as at multiple other facilities, including one outpatient center, one regional health center, six comprehensive health centers, fifteen community health centers, and over 100 contracted Community Partner clinics located throughout the County. DHS also manages the emergency medical services system for the entire County. In collaboration with the University of Southern California and the University of California at Los Angeles, the County provides training for approximately 1,800 physician residents on an annual basis.

As a safety net provider, the County is the medical provider of last resort for indigent County residents. Historically, the cost of providing health services exceeds the combined total of DHS revenues, which requires annual subsidies from the County General Fund to DHS. DHS has been able to limit these subsidies by developing new revenue sources, implementing operational efficiencies, and using one-time reserve funds.

Health System Funding

On December 29, 2021, the Federal Centers for Medicare and Medicaid Services (“CMS”) approved a renewed 5-year Section 1115 Waiver (the “Waiver”) submitted by the California Department of Health Care Services (“DHCS”) effective through December 31, 2026. The renewed Waiver includes full funding for the Global Payment Program (“GPP”). The GPP includes both Disproportionate Share Hospital and Safety Net Care Pool funding. An agreement for distributing the GPP funding has been negotiated for the 5-year Waiver term among all of the public county hospitals, including DHS hospitals.

Through a combination of 1915(b) and 1115 waiver authorities, CMS also approved the California Advancing & Innovating Medi-Cal (“CalAIM”) initiative effective January 1, 2022. Under CalAIM, expanded services to some of DHS’ most vulnerable populations, such as persons experiencing homelessness, are reimbursable under the Enhanced Care Management (“ECM”) and the Community Supports program. ECM is a care coordination benefit for the highest need cases that launched for most eligible populations on January 1, 2022, with additional populations related to nursing home use eligible as of January 2023. The Community Supports program provides 14 different services that Medi-Cal managed care plans may offer that will provide social supports such as housing navigation, tenancy sustaining services, housing deposits, recuperative care, sobering centers, and components of enhanced residential care for persons with disabilities who have support needs related to their daily living activities, and others. DHS offers, and has contracted with, local managed care plans for many of these services, which were previously covered under the Whole Person Care and Health Homes programs. Under CalAIM, expanded services to some of DHS’ most vulnerable populations, such as persons experiencing homelessness, are reimbursable under the ECM and Community Supports programs.

Also, under CalAIM, the Providing Access and Transforming Health Program (the “PATH Program”) will provide \$1.44 billion in gross statewide funding over five years. The PATH Program will provide: a) support for sustaining existing Whole Person Care pilot services that will continue under CalAIM as Community Supports; b) support to maintain justice involved services currently provided through Whole Person Care pilot programs that do not transition to managed care or Medi-Cal coverage until January 1, 2023, or later; c) funding for technical assistance support to help expand ECM and Community Supports; d) support for collaborative planning and implementation for ECM and Community Supports; e) support for expanding access to ECM and Community Supports services beyond what was offered under Whole Person Care; and f) support for Medi-Cal pre-release application planning and purchase of certified electronic health record technology to support Medi-Cal pre-release applications. An additional \$410.0 million in statewide funding was approved by CMS in January 2023 to support expanded coordination for justice involved populations, including coverage of certain services in jails to support reentry into the community.

Through a separate approval on January 4, 2022, CMS granted authority for the Home and Community-Based Services Spending Plan, which includes two major initiatives related to CalAIM that could benefit DHS through March 31, 2024: a) \$1.3 billion gross statewide one-time funding for Medi-Cal managed care plans to earn incentives for making investments that address homelessness; and b) \$298.0 million gross statewide one-time

funding for “Community Based Residential Continuum Pilots” to provide medical and supportive services in various non-hospital settings that are designed to avoid unnecessary healthcare costs, including emergency services and future long-term care placement in a nursing home.

In addition, reductions to Disproportionate Share Hospital (“DSH”) payments are scheduled to be implemented on January 1, 2025. Without action from Congress to delay the DSH cuts, DHS estimates a potential annual revenue loss of \$150 million in its GPP. Congress has delayed these cuts on multiple occasions in the past, as they could have a significant impact on the nation’s hospital system. DHS is tracking this issue closely and will update their forecasts to reflect the additional use of fund balance if the DSH reductions are implemented.

Medi-Cal Capitation Revenue

In response to the COVID-19 pandemic, the U.S. Department of Health & Human Services (“HHS”) issued a PHE order on January 31, 2020. In March 2020, Governor Gavin Newsom issued an executive order suspending the normal annual redetermination requirement for Medi-Cal eligibility while the PHE order remained in effect. Over the next several years, the redetermination moratorium has allowed many more Medi-Cal beneficiaries in California to retain their Medi-Cal eligibility. The moratorium resulted in a significant increase in the number of Medi-Cal beneficiaries assigned to DHS and considerable increases in Medi-Cal capitation revenues.

On March 31, 2023, Congress passed the Federal Consolidated Appropriations Act of 2023 which terminated the continuous coverage requirement. Accordingly, the redetermination process resumed in July 2023 and is expected to be fully phased in by June 2024. Since the majority of the increase in Medi-Cal beneficiaries during the pandemic period belonged to the Medi-Cal Coverage Expansion (“MCE”) category of aid, MCE beneficiaries are more likely to be infrequent or “one-time only” users of DHS services. Based on this usage trend, DHS anticipates that the MCE population will be less likely to complete the redetermination process and will lose their Medi-Cal eligibility. This is expected to result in significant reductions in managed care assignments and associated capitation revenues to DHS. Once the redetermination process fully returns to normal, DHS is estimating the number of its currently assigned members will be reduced to pre-pandemic levels, with an estimated loss of 135,000 members and a decrease of approximately \$200 million annually in net capitation revenue.

COVID-19 Funding

Beginning in April 2020, HHS distributed multiple phases of Provider Relief Funds (“PRF”) to cover increased expenditures and lost revenues related to COVID-19. To date, DHS has received \$325.3 million in PRF funding. Due to uncertainties and pending HHS directions regarding PRF reporting and claiming guidelines, DHS reserved \$325.3 million of its fund balance, which will be released upon completion of required financial audits.

In September 2022, the Office of Inspector General (“OIG”) initiated an audit of DHS’ compliance with the PRF requirements. The audit’s scope of review was on the PRF expenditure reports submitted as of April 2022. Over a 12-month period, the auditors requested and reviewed detailed supporting documentation on

the reported eligible health care related expenses, calculation of lost revenues attributable to COVID-19, and a number of internal protocols, policies, and procedures. In June 2023, OIG also conducted an on-site meeting with DHS management to discuss DHS' use and reporting of PRF payments. Although OIG has completed the PRF audit, DHS has not received any formal notification or report regarding their audit findings.

Assembly Bill 85

Assembly Bill 85 ("AB 85") was enacted as part of the State's implementation of the Affordable Care Act ("ACA") in 2014. Under AB 85, the State's funding mechanism for county health care and human services programs, which had been in place since the 1991-92 Realignment Program, was revised to account for the expected reduction in unreimbursed services for DHS patients pursuant to implementation of the ACA. AB 85 uses a formula to determine the amount of State realignment funds provided to a county that will be redirected to fund social service programs. The County's funding formula is unique in that it uses the entire DHS budget to determine if there are "excess" funds that must be returned to the State.

The amount of revenue redirection is reconciled to the formula two years after the close of each respective fiscal year. If there are "excess" funds determined by the funding formula, the sharing ratio for the excess revenue is 80% State and 20% County. The current projected redirection amount for Fiscal Year 2021-22 and forward is \$0. The County will continue to work with the State to evaluate and update the redirection numbers and close out each fiscal year by the scheduled due dates.

In addition, AB 85 established a Maintenance of Effort ("MOE") funding requirement for an annual County General Fund contribution based on Fiscal Year 2012-13 funding levels, with increases to the MOE of 1% each subsequent fiscal year. The initial MOE funding requirement for Fiscal Year 2013-14 was \$326.2 million. The MOE funding requirement for Fiscal Year 2024-25 is \$360.0 million. The MOE provides a stable and ongoing source of funding for DHS from the County General Fund.

General Fund Contributions

The Fiscal Year 2024-25 NCC contribution to DHS is \$1.247 billion, as shown in the chart below. The NCC contribution to DHS is comprised of multiple components, including the AB 85 MOE, other General Fund resources for specific programs, VLF Realignment Revenue, and Tobacco Settlement Revenue. The additional funding from the County General Fund for DHS programs related to correctional health services and other programs represents a strategic initiative by the Board of Supervisors to transfer specific services previously provided by other County departments to DHS and is not related to cost increases as the result of budgetary pressures from DHS' operations.

DHS NCC Contribution	
FY 2024-25 Recommended Budget	
(\$ in millions)	
	Amount
County General Fund - AB 85 MOE	\$ 364.0
County General Fund - Correctional Health ^(A)	482.3
County General Fund - Specific Programs ^(B)	84.6
Vehicle License Fees Realignment	292.5
Tobacco Settlement Revenue	55.0
Transfers to Other Budget Units ^(C)	(31.6)
Total	\$ 1,246.8

(A) Reflects the transfer of Correctional Health Services from the Sheriff and the Department of Mental Health to DHS, which was finalized in May 2017.
 (B) Includes funding for Board initiatives, such as homeless services and health care for Probation youth.
 (C) Includes the transfer for the In-Home Supportive Services Provider Health Care Plan.

General Fund Advances and Cash Flow

The County maintains separate Enterprise Funds to account for hospital services in various regions of the County, commonly referred to as the Hospital Funds. The County's General Fund provides cash advances to each of the Hospital Funds to provide for the net cash flow requirements of County hospitals. On a daily basis, the County reviews the cash inflows and outflows of the Hospital Funds and adjusts the amount of advances in order to provide the Hospital Funds with a minimal daily cash position of approximately \$10.0 million.

The Federal and State governments are the primary sources of revenue for the Hospital Funds. As of April 30, 2024, the balance of General Fund cash advances to the Hospital Funds was \$0 and is projected to be \$0 on June 30, 2024.

However, going forward, due to changes made by DHCS in certain Medi-Cal programs, it is expected that the level of cash advances to the Hospital Funds will be impacted. The most significant change is the transition of Rate Years for Medi-Cal managed care from a fiscal year to a calendar year basis. This transition results in a 6-month delay in payments for certain managed care programs so that only one-half of the payments earned in a current fiscal year will be collected by the end of the following fiscal year. The other half of the payment will be recorded as a long-term receivable which cannot be used for DHS' operating expenses, in accordance with County policy. DHS is continuing its discussions with DHCS about accelerating these payments, but the outcome is uncertain. As of June 2023, long term receivables for the affected DHS Medi-Cal managed care programs are estimated to be \$812.8 million.

In addition to the funding sources described above, the County's General Fund also provides cash advances to the Hospital Funds for certain long-term receivables that are owed by the State to the hospitals. The receivables are associated with the Cost Based Reimbursement Clinics ("CBRC") program. Although the CBRC receivables are reliable assets, the collection process is contingent upon annual audits by the State. As of June 30, 2023, the total estimated receivable balance is \$36.2 million. The County has recognized an equivalent reserve against the fund balance associated with the CBRC receivable since it is not currently available to fund the County's budgetary requirements.

The CBRC receivable balance for Fiscal Year 2023-24 will be determined during the fiscal year-end closing process.

Managed Care

The EPP establishes a pool to supplement the base rates received by public hospitals through their Medi-Cal managed care contracts. DHS currently estimates the net revenue for EPP to be approximately \$638.5 million for Fiscal Year 2021-22, \$630.5 million for Fiscal Year 2022-23, \$713.6 million for Fiscal Year 2023-24, and \$741.3 million for Fiscal Year 2024-25.

The QIP provides value-based payments for the achievement of clinically established quality measures for Medi-Cal managed care enrollees. CMS has approved four years of QIP with an annual cost of living adjustment. The net revenue for QIP is estimated to be approximately \$339.0 million for Fiscal Year 2021-22, \$357.9 million for Fiscal Year 2022-23, \$338.4 million for Fiscal Year 2023-24, and \$337.2 million for Fiscal Year 2024-25.

Effective May 1, 2022, DHCS implemented the Older Adult Expansion (“OAE”) Medi-Cal program. The OAE program is a state-only funded (no federal funds) program that expands eligibility for full-scope Medi-Cal benefits to individuals who are 50 years of age or older, regardless of their citizenship or immigration status. Previously, these individuals were only eligible to receive limited scope benefits. Under the OAE program, those individuals with limited benefits are automatically transitioned into full scope Medi-Cal managed care. DHS estimates approximately 40,000 of its assignments are in the OAE program.

Beginning in January 2024, the State is expanding full Medi-Cal eligibility to the remaining group of income-eligible Californians, aged 26-49, regardless of their citizenship or immigration status. These coverage expansions may result in increased DHS member assignments, although there will likely be some offset depending on the number of potentially eligible individuals who fail to comply with the redetermination process.

On April 22, 2024, CMS finalized rules governing managed care delivery systems related to access to care requirements, States use of in lieu of services or settings, directed payments, quality rating systems, and other policy and reporting changes to ensure the efficient operation of state managed care programs. DHS will be reviewing the final rules to determine the financial impact to the department, if any.

DHS Reserve Funds

In Fiscal Year 2022-23, DHS closed with a Fund Balance of \$2.641 billion. Of this amount, approximately \$849.0 million with respect to the CBRC, EPP, QIP, and managed care rate supplement payments for Fiscal Years 2020-21 through 2022-23 was established as a long-term receivable and reserved in a separate account until the payments are collected. The remaining estimated Fund Balance of \$1.792 billion is available to fund DHS operations and balance its budget in the future, as needed.

As mentioned previously, the Fund Balance includes restricted fund for the PRF in the amount of \$325.3 million. DHS recognized the PRF amount based on preliminary estimates of allowable expenditure claims, pending final claiming instructions and guidance from HHS.

Harbor-UCLA Medical Center Replacement Project

On November 10, 2020, the Board of Supervisors approved the Harbor-UCLA Medical Center Replacement Project (the “Harbor-UCLA Replacement Project”). The Harbor-UCLA Replacement Project, with an estimated cost of \$1.755 billion, will be shared between DHS (89.4%) and the Department of Mental Health (10.6%), whose share will fund the construction of psychiatric emergency services and psychiatric inpatient beds. The Harbor-UCLA Replacement Project is expected to be completed by the end of 2027. In February 2022, the Board of Supervisors approved the design-build contract with Hensel-Phelps for the construction of the Harbor-UCLA Replacement Project.

In order to fund the equipment needed for the new hospital facility, DHS previously reserved \$175.0 million from its Fund Balance during the Fiscal Year 2020-21 closing process and used those funds to set up the Accumulated Capital Outlay (ACO) fund of \$175.0 million in Fiscal Year 2021-22. In addition, DHS is paying the planning, design, and construction costs for the Harbor-UCLA Replacement Project and other projects as they occur. In Fiscal Year 2022-23 and Fiscal Year 2023-24, DHS covered approximately \$220.0 million and \$203.0 million of DHS project costs, respectively, using Fund Balance.

The County is planning to issue long-term lease revenue bonds in the third quarter of 2024 in the approximate amount of \$500 million to finance the remaining costs for Phase I of the Harbor-UCLA Replacement Project, the components of which include the Support Services Building, Parking Structure 2, Outpatient Clinic Building, Laboratory Building and Central Plant Building. The total project costs for Phase I of the Harbor-UCLA Replacement Project are estimated to be \$796.0 million.

Construction of the Support Services Building, which houses the Facilities Management, Information Technology, and Safety programs was completed in May 2024, with construction of the 1,500 space Parking Structure 2 completed in June 2024. Construction of the Outpatient Clinic Building is expected to be completed by June 2026. Construction of the Laboratory Building is expected to begin in August 2024 and be completed by December 2025. Construction of the Central Plant Building is expected to begin in October 2024 and be completed by May 2027.

Martin Luther King Jr. Community Hospital

Separate from the County-operated hospitals described above, the County also provides financial assistance from time to time to MLK Community Hospital (“MLKCH”), a safety-net community hospital that provides services to Medi-Cal and uninsured patients from the surrounding community. MLKCH is operated by Martin Luther King, Jr. Los Angeles Healthcare Corporation (“MLK-LA”), a 501(c)(3) entity, which is governed by a board of directors with members appointed by the County and the University of California. The financial assistance provided by the County currently includes a loan with an outstanding balance of \$37.5 million and \$20 million advance on a line of credit that MLK-LA established with the County in 2014. Since 2014, DHS has committed to make ongoing annual payments of \$18.0 million for indigent care support, and up to \$50.0 million of intergovernmental transfers for the benefit of MLKCH.

MLKCH has recently experienced some revenue and cash flow challenges primarily due to increased uncompensated

emergency department use, and a payer mix dominated by lower-reimbursement programs. To address this challenge, MLKCH is exploring a multitude of options including, pursuing new revenue sources and operating cost reductions. In January 2024, the County authorized a three-year pause on interest accrual for both the loan and line of credit mentioned above, along with a deferral of payment obligations and extension of the maturity dates for the same period, to allow MLKCH additional time to explore all increased revenue and cost reduction options. Furthermore, the County also authorized \$20.0 million in existing one-time Measure B funding for MLKCH, to be distributed incrementally through Fiscal Year 2026-27.

Tobacco Settlement Revenue

In November 1998, the attorneys general of 46 states (including the State of California) and other territories reached agreement with the then four largest United States tobacco manufacturers to settle more than forty pending lawsuits brought by these public entities. The Master Settlement Agreement (the “MSA”) requires the tobacco companies to make payments to the states in perpetuity, with the payments totaling an estimated \$206 billion through 2025. California will receive 12.76%, or approximately \$25.0 billion of the total settlement. In accordance with the terms of the MSA, the annual Tobacco Settlement Revenues (“TSRs”) are subject to numerous adjustments, offsets and recalculation. While the County’s share of the State settlement was initially expected to average approximately \$100 million per year, the actual amount of TSRs received by the County has fluctuated significantly from year to year. Factors that impact the annual payments to the State include actions of the Federal government, overall declines in smoking participation rates, reduction in cigarette sales and declining market share among the participating manufacturers in the MSA, lawsuits, tobacco company bankruptcies, and various adjustments under the terms of the MSA.

In February 2006, the County issued \$319.8 million in tax-exempt Tobacco Settlement Asset-Backed Bonds (the “2006 Tobacco Bonds”). The 2006 Tobacco Bonds are secured and payable from 25.9% of the County’s TSRs beginning in 2011, which represented the initial year for the payment of debt service on the 2006 Tobacco Bonds. The proceeds from the sale of the 2006 Tobacco Bonds were used to finance a portion of the construction costs related to the Los Angeles General Medical Center, as well as to partially insure against the risk of a significant reduction of the County’s ongoing TSRs as a result of the various factors described above. On June 10, 2020, the County issued \$349.6 million of 2020 Tobacco Settlement Bonds to fully refund the 2006 Tobacco Bonds. The transaction, which is described in further detail in the Debt Summary Section of Appendix A, resulted in significant interest cost savings to the County and mitigated the risk of future default that existed with the 2006 Tobacco Bonds.

To date there have been multiple legal challenges to the MSA under a variety of claims, including claims on anti-trust and Commerce Clause grounds. None of these lawsuits has been successful or resulted in the termination of the original agreement. However, previous actions by certain participating manufacturers have reduced the settlement funding received by the State and may adversely impact future payments. Given the terms of the MSA, the fiscal impact to the County of future protests and payment adjustments to the MSA cannot be predicted at this time.

Neither the MSA nor the Memorandum of Understanding restricts

the use of the County’s settlement funds to any specific purpose. Proceeds received by the County from the settlement have been deposited in the County’s General Fund and unused amounts have been set aside as obligated fund balance Committed for Health Services-Tobacco Settlement. In Fiscal Year 2023-24, the County received \$64.6 million in TSRs from the participating manufacturers. The distribution of TSRs to the County are net of the 25.9% of TSRs pledged for the repayment of the 2020 Tobacco Settlement Bonds, which have been deposited with a trustee to pay the annual debt service.

BUDGET TABLES

The 2024-25 Adopted Budget is supported by \$7.936 billion in property tax revenue, \$5.471 billion in Federal funding, \$9.714 billion in State funding, \$430 million in cancelled obligated fund balance, \$2.776 billion in Fund Balance and \$9.083 billion from other funding sources.

**County of Los Angeles: General County Budget
Historical Appropriations by Fund
(in thousands)**

Fund	Final 2020-21	Final 2021-22	Final 2022-23	Final 2023-24	Recommended 2024-25	Adopted 2024-25
General Fund	\$ 25,468,803	\$ 25,413,850	\$ 28,583,600	\$ 30,966,118	\$ 29,856,295	\$ 30,155,948
Hospital Enterprise Fund	3,803,498	4,468,193	4,749,724	4,967,704	5,427,438	5,254,444
Total General County Budget	\$ 29,272,301	\$ 29,882,043	\$ 33,333,324	\$ 35,933,822	\$ 35,283,733	\$ 35,410,392

**County of Los Angeles: General County Budget
Historical Funding Requirements and Revenue Sources**

	Final 2020-21	Final 2021-22	Final 2022-23	Final 2023-24	Recommended 2024-25	Adopted 2024-25
Requirements						
Social Services	\$ 8,298,441	\$ 8,186,912	\$ 9,295,250	\$ 9,884,885	\$ 9,866,299	\$ 9,878,517
Health	10,438,420	10,893,123	11,731,196	12,928,360	12,945,694	12,993,315
Justice	6,308,501	6,450,531	7,138,202	7,523,508	7,410,572	7,461,159
Other	4,226,939	4,351,477	5,168,676	5,597,069	5,061,168	5,077,401
Total	\$ 29,272,301	\$ 29,882,043	\$ 33,333,324	\$ 35,933,822	\$ 35,283,733	\$ 35,410,392
Revenue Sources						
Property Taxes	\$ 6,371,071	\$ 6,586,439	\$ 7,163,808	\$ 7,607,483	\$ 7,935,874	\$ 7,935,874
State Assistance	7,146,855	7,669,963	8,811,781	9,565,638	9,702,993	9,713,600
Federal Assistance	5,633,127	5,148,436	5,489,983	6,001,402	5,449,837	5,471,385
Other	10,121,248	10,477,205	11,867,752	12,759,299	12,195,029	12,289,533
Total	\$ 29,272,301	\$ 29,882,043	\$ 33,333,324	\$ 35,933,822	\$ 35,283,733	\$ 35,410,392

**County of Los Angeles: General County Budget
Historical Summary of Funding Requirements by Budgetary Object and Available Financing
(in thousands)**

	Final 2020-21	Final 2021-22	Final 2022-23	Final 2023-24	Recommended 2024-25	Adopted 2024-25
Financing Requirements						
Salaries & Employee Benefits	\$ 14,252,672	\$ 15,027,355	\$ 16,044,329	\$ 16,984,661	\$ 17,647,906	\$ 17,848,749
Services & Supplies	10,457,231	10,840,813	12,410,538	13,659,081	12,796,015	12,818,401
Other Charges	6,178,632	5,794,476	6,543,900	7,146,058	7,275,802	7,296,803
Capital Assets	1,432,583	1,346,599	1,486,108	1,847,405	1,710,797	1,753,061
Other Financing Uses	1,186,455	877,986	942,102	1,084,815	1,115,388	1,014,506
Appropriations for Contingencies	22,113	25,119	77,191	77,376	56,742	56,742
Interbudget Transfers ¹	(2,581,864)	(2,363,930)	(2,413,443)	(3,059,977)	(3,299,370)	(3,272,816)
Gross Appropriation	\$ 30,947,822	\$ 31,548,418	\$ 35,090,725	\$ 37,739,419	\$ 37,303,280	\$ 37,515,446
Less: Intrafund Transfers	1,883,836	1,894,352	1,985,472	1,972,104	2,043,003	2,124,820
Net Appropriation	\$ 29,063,986	\$ 29,654,066	\$ 33,105,253	\$ 35,767,315	\$ 35,260,277	\$ 35,390,626
Provision for Obligated Fund Balance						
General Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other	3,400	-	-	-	-	-
Assigned for Rainy Day Funds	53,450	13,929	96,490	116,135	-	-
Committed Fund Balance	151,465	214,048	131,581	50,372	23,456	19,766
Total Financing Requirements	\$ 29,272,301	\$ 29,882,043	\$ 33,333,324	\$ 35,933,822	\$ 35,283,733	\$ 35,410,392
Available Financing						
Fund Balance	\$ 2,196,874	\$ 2,437,598	\$ 3,177,971	\$ 3,764,489	\$ 2,725,095	\$ 2,776,005
Cancel Provision for Obligated Fund Balance	482,861	359,685	222,647	395,690	378,645	429,883
Property Taxes: Regular Roll	6,316,080	6,531,284	7,104,477	7,547,149	7,875,078	7,875,078
Supplemental Roll	54,991	55,155	59,331	60,334	60,796	60,796
Revenue	20,221,495	20,498,321	22,768,898	24,166,160	24,244,119	24,268,630
Total Available Financing	\$ 29,272,301	\$ 29,882,043	\$ 33,333,324	\$ 35,933,822	\$ 35,283,733	\$ 35,410,392

¹ This amount includes certain non-program expenditures and revenues that are included in the budget for accounting purposes. Failure to exclude such amounts, totaling \$3.3 billion in 2024-25, from the above table would give the impression that there are more resources than are actually available and

Source: Chief Executive Office

**COUNTY OF LOS ANGELES
GENERAL COUNTY BUDGET
COMPARISON OF 2023-24 FINAL ADOPTED BUDGET TO 2024-25 ADOPTED BUDGET
Net Appropriation: By Function
(In thousands)**

Function	2023-24 Final ⁽¹⁾	2024-25 Adopted ⁽²⁾	Difference	Percentage Difference
REQUIREMENTS				
General				
General Government	\$ 1,826,384.0	\$ 1,721,159.0	\$ (105,225.0)	-5.76%
General Services	1,468,073.0	1,376,269.0	(91,804.0)	-6.25%
Public Buildings	1,747,549.0	1,612,754.0	(134,795.0)	-7.71%
Total General	\$ 5,042,006.0	\$ 4,710,182.0	\$ (331,824.0)	-6.58%
Public Protection				
Justice	\$ 6,487,241.0	\$ 6,618,309.0	\$ 131,068.0	2.02%
Other Public Protection	540,511.0	351,785.0	(188,726.0)	-34.92%
Total Public Protection	\$ 7,027,752.0	\$ 6,970,094.0	\$ (57,658.0)	-0.82%
Health and Sanitation	12,643,239.0	12,693,908.0	50,669.0	0.40%
Public Assistance	9,860,696.0	9,820,333.0	(40,363.0)	-0.41%
Recreation and Cultural Services	497,398.0	485,968.0	(11,430.0)	-2.30%
Education	50,726.0	43,986.0	(6,740.0)	-13.29%
Other	474,612.0	527,053.0	52,441.0	11.05%
Insurance and Loss Reserve	93,510.0	82,360.0	(11,150.0)	-11.92%
Provision for Obligated Fund Balance	166,507.0	19,766.0	(146,741.0)	-88.13%
Appropriations for Contingencies	77,376.0	56,742.0	(20,634.0)	-26.67%
Total Requirements	\$ 35,933,822.0	\$ 35,410,392.0	\$ (523,430.0)	-1.46%
AVAILABLE FUNDS				
Property Taxes	\$ 7,607,483.0	\$ 7,935,874.0	\$ 328,391.0	4.32%
Fund Balance	3,764,489.0	2,776,005.0	(988,484.0)	-26.26%
Cancelled Prior-Year Reserves	395,690.0	429,883.0	34,193.0	8.64%
Intergovernmental Revenues				
State Revenues				
In-Lieu Taxes	\$ 447,088.0	\$ 447,088.0	\$ -	0.00%
Homeowners' Exemption	19,000.0	19,000.0	-	0.00%
Public Assistance Subventions	1,895,433.0	2,011,866.0	116,433.0	6.14%
Other Public Assistance	2,875,930.0	2,937,992.0	62,062.0	2.16%
Public Protection	1,804,679.0	1,750,478.0	(54,201.0)	-3.00%
Health and Mental Health	2,311,715.0	2,309,392.0	(2,323.0)	-0.10%
Capital Projects	163,896.0	172,904.0	9,008.0	5.50%
Other State Revenues	47,897.0	64,880.0	16,983.0	35.46%
Total State Revenues	\$ 9,565,638.0	\$ 9,713,600.0	\$ 147,962.0	1.55%
Federal Revenues				
Public Assistance Subventions	\$ 3,084,976.0	\$ 3,224,404.0	\$ 139,428.0	4.52%
Other Public Assistance	228,490.0	209,154.0	(19,336.0)	-8.46%
Public Protection	178,658.0	84,573.0	(94,085.0)	-52.66%
Health and Mental Health	1,978,080.0	1,749,354.0	(228,726.0)	-11.56%
Capital Projects	277,080.0	44,495.0	(232,585.0)	-83.94%
Other Federal Revenues	254,118.0	159,405.0	(94,713.0)	-37.27%
Total Federal Revenues	\$ 6,001,402.0	\$ 5,471,385.0	\$ (530,017.0)	-8.83%
Other Governmental Agencies	52,778.0	53,244.0	466.0	0.88%
Total Intergovernmental Revenues	\$ 15,619,818.0	\$ 15,238,229.0	\$ (381,589.0)	-2.44%
Fines, Forfeitures and Penalties	138,706.0	143,279.0	4,573.0	3.30%
Licenses, Permits and Franchises	70,958.0	72,387.0	1,429.0	2.01%
Charges for Services	6,358,694.0	6,845,699.0	487,005.0	7.66%
Other Taxes	246,195.0	228,001.0	(18,194.0)	-7.39%
Use of Money and Property	377,084.0	442,360.0	65,276.0	17.31%
Miscellaneous Revenues	703,311.0	789,780.0	86,469.0	12.29%
Operating Contribution from General Fund	651,394.0	508,895.0	(142,499.0)	-21.88%
Total Available Funds	\$ 35,933,822.0	\$ 35,410,392.0	\$ (523,430.0)	-1.46%

(1) Reflects the 2023-24 Final Adopted General County Budget approved by the Board of Supervisors on October 3, 2023

(2) Reflects the 2024-25 Adopted General County Budget approved by the Board of Supervisors on June 24, 2024

COUNTY OF LOS ANGELES
FINAL ADOPTED BUDGET 2023-24 GENERAL COUNTY BUDGET ⁽¹⁾
Net Appropriation: By Fund and Function
(In thousands)

<u>Function</u>	<u>General Fund</u>	<u>Hospital Enterprise Fund</u>	<u>Total General County</u>
REQUIREMENTS			
General			
General Government	\$ 1,826,384.0	\$ -	\$ 1,826,384.0
General Services	1,468,073.0	-	1,468,073.0
Public Buildings	1,747,549.0	-	1,747,549.0
<u>Total General</u>	<u>\$ 5,042,006.0</u>	<u>\$ -</u>	<u>\$ 5,042,006.0</u>
Public Protection			
Justice	\$ 6,487,241.0	\$ -	\$ 6,487,241.0
Other Public Protection	540,511.0	-	540,511.0
<u>Total Public Protection</u>	<u>\$ 7,027,752.0</u>	<u>\$ -</u>	<u>\$ 7,027,752.0</u>
Health and Sanitation			
Public Assistance	\$ 7,675,535.0	\$ 4,967,704.0	\$ 12,643,239.0
Recreation and Cultural Services	9,860,696.0	-	9,860,696.0
Education	497,398.0	-	497,398.0
Other	50,726.0	-	50,726.0
Insurance and Loss Reserve	474,612.0	-	474,612.0
Provision for Obligated Fund Balance	93,510.0	-	93,510.0
Appropriation for Contingency	166,507.0	-	166,507.0
	77,376.0	-	77,376.0
<u>Total Requirements</u>	<u>\$ 30,966,118.0</u>	<u>\$ 4,967,704.0</u>	<u>\$ 35,933,822.0</u>
AVAILABLE FUNDS			
Property Taxes	\$ 7,607,483.0	\$ -	\$ 7,607,483.0
Fund Balance	3,764,489.0	-	3,764,489.0
Cancel Provision for Obligated Fund Balance	80,645.0	315,045.0	395,690.0
Intergovernmental Revenues			
State Revenues			
In-Lieu Taxes	\$ 447,088.0	\$ -	\$ 447,088.0
Homeowners' Exemption	19,000.0	-	19,000.0
Public Assistance Subventions	1,895,433.0	-	1,895,433.0
Other Public Assistance	2,875,930.0	-	2,875,930.0
Public Protection	1,804,679.0	-	1,804,679.0
Health and Mental Health	2,267,555.0	44,160.0	2,311,715.0
Capital Projects	163,896.0	-	163,896.0
Other State Revenues	47,897.0	-	47,897.0
<u>Total State Revenues</u>	<u>9,521,478.0</u>	<u>44,160.0</u>	<u>9,565,638.0</u>
Federal Revenues			
Public Assistance Subventions	\$ 3,084,976.0	\$ -	\$ 3,084,976.0
Other Public Assistance	228,490.0	-	228,490.0
Public Protection	178,658.0	-	178,658.0
Health and Mental Health	1,977,108.0	972.0	1,978,080.0
Capital Projects	277,080.0	-	277,080.0
Other Federal Revenues	254,118.0	-	254,118.0
<u>Total Federal Revenues</u>	<u>\$ 6,000,430.0</u>	<u>\$ 972.0</u>	<u>\$ 6,001,402.0</u>
<u>Other Governmental Agencies</u>	<u>52,778.0</u>	<u>-</u>	<u>52,778.0</u>
<u>Total Intergovernmental Revenues</u>	<u>\$ 15,574,686.0</u>	<u>\$ 45,132.0</u>	<u>\$ 15,619,818.0</u>
Fines, Forfeitures and Penalties	138,706.0	-	138,706.0
Licenses, Permits and Franchises	70,832.0	126.0	70,958.0
Charges for Services	2,962,561.0	3,396,133.0	6,358,694.0
Other Taxes	246,195.0	-	246,195.0
Use of Money and Property	367,104.0	9,980.0	377,084.0
Miscellaneous Revenues	153,417.0	549,894.0	703,311.0
Operating Contribution from General Fund	-	651,394.0	651,394.0
<u>Total Available Funds</u>	<u>\$ 30,966,118.0</u>	<u>\$ 4,967,704.0</u>	<u>\$ 35,933,822.0</u>

(1) Reflects the 2023-24 Final Adopted General County Budget approved by the Board of Supervisors on October 3, 2023

COUNTY OF LOS ANGELES
RECOMMENDED BUDGET 2024-25 GENERAL COUNTY BUDGET ⁽¹⁾
Net Appropriation: By Fund and Function
(In thousands)

<u>Function</u>	<u>General Fund</u>	<u>Hospital Enterprise Fund</u>	<u>Total General County</u>
REQUIREMENTS			
General			
General Government	\$ 1,669,383.0	\$ -	\$ 1,669,383.0
General Services	1,405,291.0	-	1,405,291.0
Public Buildings	1,628,159.0	-	1,628,159.0
<u>Total General</u>	<u>\$ 4,702,833.0</u>	<u>\$ -</u>	<u>\$ 4,702,833.0</u>
Public Protection			
Justice	\$ 6,578,890.0	\$ -	\$ 6,578,890.0
Other Public Protection	341,117.0	-	341,117.0
<u>Total Public Protection</u>	<u>\$ 6,920,007.0</u>	<u>\$ -</u>	<u>\$ 6,920,007.0</u>
Health and Sanitation			
Public Assistance	\$ 7,218,849.0	\$ 5,427,438.0	\$ 12,646,287.0
Recreation and Cultural Services	9,808,115.0	-	9,808,115.0
Education	472,373.0	-	472,373.0
Other	44,507.0	-	44,507.0
Insurance and Loss Reserve	527,053.0	-	527,053.0
Provision for Obligated Fund Balance	82,360.0	-	82,360.0
Appropriation for Contingency	23,456.0	-	23,456.0
<u>Appropriation for Contingency</u>	<u>56,742.0</u>	<u>-</u>	<u>56,742.0</u>
<u>Total Requirements</u>	<u>\$ 29,856,295.0</u>	<u>\$ 5,427,438.0</u>	<u>\$ 35,283,733.0</u>
AVAILABLE FUNDS			
Property Taxes	\$ 7,935,874.0	\$ -	\$ 7,935,874.0
Fund Balance	2,725,095.0	-	2,725,095.0
Cancel Provision for Obligated Fund Balance	31,477.0	347,168.0	378,645.0
Intergovernmental Revenues			
State Revenues			
In-Lieu Taxes	\$ 447,088.0	\$ -	\$ 447,088.0
Homeowners' Exemption	19,000.0	-	19,000.0
Public Assistance Subventions	1,984,318.0	-	1,984,318.0
Other Public Assistance	2,930,960.0	-	2,930,960.0
Public Protection	1,744,960.0	-	1,744,960.0
Health and Mental Health	2,235,600.0	105,308.0	2,340,908.0
Capital Projects	171,573.0	-	171,573.0
Other State Revenues	64,186.0	-	64,186.0
<u>Total State Revenues</u>	<u>9,597,685.0</u>	<u>105,308.0</u>	<u>9,702,993.0</u>
Federal Revenues			
Public Assistance Subventions	\$ 3,211,717.0	\$ -	\$ 3,211,717.0
Other Public Assistance	209,154.0	-	209,154.0
Public Protection	81,979.0	-	81,979.0
Health and Mental Health	1,730,477.0	972.0	1,731,449.0
Capital Projects	63,695.0	-	63,695.0
Other Federal Revenues	151,843.0	-	151,843.0
<u>Total Federal Revenues</u>	<u>\$ 5,448,865.0</u>	<u>\$ 972.0</u>	<u>\$ 5,449,837.0</u>
<u>Other Governmental Agencies</u>	<u>51,116.0</u>	<u>-</u>	<u>51,116.0</u>
<u>Total Intergovernmental Revenues</u>	<u>\$ 15,097,666.0</u>	<u>\$ 106,280.0</u>	<u>\$ 15,203,946.0</u>
Fines, Forfeitures and Penalties	140,606.0	20.0	140,626.0
Licenses, Permits and Franchises	72,074.0	126.0	72,200.0
Charges for Services	3,049,425.0	3,700,610.0	6,750,035.0
Other Taxes	228,001.0	-	228,001.0
Use of Money and Property	419,764.0	19,468.0	439,232.0
Miscellaneous Revenues	156,313.0	583,028.0	739,341.0
<u>Operating Contribution from General Fund</u>	<u>-</u>	<u>670,738.0</u>	<u>670,738.0</u>
<u>Total Available Funds</u>	<u>\$ 29,856,295.0</u>	<u>\$ 5,427,438.0</u>	<u>\$ 35,283,733.0</u>

(1) Reflects the 2024-25 Recommended General County Budget approved by the Board of Supervisors on April 16, 2024

COUNTY OF LOS ANGELES
ADOPTED BUDGET 2024-25 GENERAL COUNTY BUDGET ⁽¹⁾
Net Appropriation: By Fund and Function
(In thousands)

<u>Function</u>	<u>General Fund</u>	<u>Hospital Enterprise Fund</u>	<u>Total General County</u>
REQUIREMENTS			
General			
General Government	\$ 1,721,159.0	\$ -	\$ 1,721,159.0
General Services	1,376,269.0	-	1,376,269.0
Public Buildings	1,612,754.0	-	1,612,754.0
<u>Total General</u>	<u>\$ 4,710,182.0</u>	<u>\$ -</u>	<u>\$ 4,710,182.0</u>
Public Protection			
Justice	\$ 6,618,309.0	\$ -	\$ 6,618,309.0
Other Public Protection	351,785.0	-	351,785.0
<u>Total Public Protection</u>	<u>\$ 6,970,094.0</u>	<u>\$ -</u>	<u>\$ 6,970,094.0</u>
Health and Sanitation			
Public Assistance	\$ 7,439,464.0	\$ 5,254,444.0	\$ 12,693,908.0
Recreation and Cultural Services	9,820,333.0	-	9,820,333.0
Education	485,968.0	-	485,968.0
Other	43,986.0	-	43,986.0
Insurance and Loss Reserve	527,053.0	-	527,053.0
Provision for Obligated Fund Balance	82,360.0	-	82,360.0
Appropriation for Contingency	19,766.0	-	19,766.0
	56,742.0	-	56,742.0
<u>Total Requirements</u>	<u>\$ 30,155,948.0</u>	<u>\$ 5,254,444.0</u>	<u>\$ 35,410,392.0</u>
AVAILABLE FUNDS			
Property Taxes	\$ 7,935,874.0	\$ -	\$ 7,935,874.0
Fund Balance	2,776,005.0	-	2,776,005.0
Cancel Provision for Obligated Fund Balance	31,477.0	398,406.0	429,883.0
Intergovernmental Revenues			
State Revenues			
In-Lieu Taxes	\$ 447,088.0	\$ -	\$ 447,088.0
Homeowners' Exemption	19,000.0	-	19,000.0
Public Assistance Subventions	2,011,866.0	-	2,011,866.0
Other Public Assistance	2,937,992.0	-	2,937,992.0
Public Protection	1,750,478.0	-	1,750,478.0
Health and Mental Health	2,219,440.0	89,952.0	2,309,392.0
Capital Projects	172,904.0	-	172,904.0
Other State Revenues	64,880.0	-	64,880.0
<u>Total State Revenues</u>	<u>9,623,648.0</u>	<u>89,952.0</u>	<u>9,713,600.0</u>
Federal Revenues			
Public Assistance Subventions	\$ 3,224,404.0	\$ -	\$ 3,224,404.0
Other Public Assistance	209,154.0	-	209,154.0
Public Protection	84,573.0	-	84,573.0
Health and Mental Health	1,748,382.0	972.0	1,749,354.0
Capital Projects	44,495.0	-	44,495.0
Other Federal Revenues	159,405.0	-	159,405.0
<u>Total Federal Revenues</u>	<u>\$ 5,470,413.0</u>	<u>\$ 972.0</u>	<u>\$ 5,471,385.0</u>
<u>Other Governmental Agencies</u>	<u>53,244.0</u>	<u>-</u>	<u>53,244.0</u>
<u>Total Intergovernmental Revenues</u>	<u>\$ 15,147,305.0</u>	<u>\$ 90,924.0</u>	<u>\$ 15,238,229.0</u>
Fines, Forfeitures and Penalties	143,259.0	20.0	143,279.0
Licenses, Permits and Franchises	72,261.0	126.0	72,387.0
Charges for Services	3,243,193.0	3,602,506.0	6,845,699.0
Other Taxes	228,001.0	-	228,001.0
Use of Money and Property	422,892.0	19,468.0	442,360.0
Miscellaneous Revenues	155,681.0	634,099.0	789,780.0
Operating Contribution from General Fund	-	508,895.0	508,895.0
<u>Total Available Funds</u>	<u>\$ 30,155,948.0</u>	<u>\$ 5,254,444.0</u>	<u>\$ 35,410,392.0</u>

(1) Reflects the 2024-25 Adopted General County Budget approved by the Board of Supervisors on June 24, 2024

FINANCIAL SUMMARY

PROPERTY TAX RATE, VALUATION AND LEVY

Taxes are levied each fiscal year on taxable real and personal property located in the County as of the preceding January 1st. Upon a change in ownership of property or completion of new construction, State law permits an accelerated recognition and taxation of increases in real property assessed valuation (known as a "floating lien date"). For assessment and collection purposes, property is classified either as "secured" or "unsecured" and is listed accordingly on separate parts of the assessment roll. The "secured roll" is that part of the assessment roll containing State assessed property and property secured by a lien on real property which is sufficient, in the opinion of the Assessor, to secure payment of the taxes. Other property is assessed on the "unsecured roll."

The County levies a 1% property tax on behalf of all taxing agencies in the County. The taxes collected are allocated on the basis of a formula established by State law. Under this formula, the County and all other taxing entities receive a base year allocation plus an allocation on the basis of "situs" growth in assessed value (new construction, change of ownership, and inflation) prorated among the jurisdictions which serve the tax areas where the growth occurs. Tax rate areas are specifically defined geographic areas which were developed to permit the levying of taxes for less than county-wide or less than citywide special districts.

PAYMENT DATES AND LIENS

Property taxes on the secured roll are due in two installments, on November 1 and February 1. If unpaid, such taxes become delinquent after December 10 and April 10, respectively, with a ten percent penalty assessed to any delinquent payments. Any property on the secured roll with delinquent taxes as of July 1 is declared tax defaulted. Such property taxes may thereafter be redeemed by payment of the delinquent taxes and the delinquency penalty, plus costs and a redemption penalty of one and one-half percent per month to the time of redemption. If taxes are unpaid for a period of five years or more, the tax-defaulted property is subject to sale by the County Treasurer and Tax Collector.

Property taxes on the unsecured roll are due as of the January 1st lien date and become delinquent, if unpaid, by August 31st. A ten percent penalty attaches to delinquent property taxes on the unsecured roll, and an additional penalty of one and one-half percent per month begins to accrue on November 1st. The taxing authority has four ways of collecting unsecured personal property taxes: (1) a civil action against the taxpayer; (2) filing a certificate in the office of the County Clerk specifying certain facts in order to obtain a lien on certain property of the taxpayer; (3) filing a certificate of delinquency in the County Recorder's office in order to obtain a lien on certain property of the taxpayer; and (4) seizure and sale of personal property, improvements or possessory interests belonging or assessed to the taxpayer.

LARGEST TAXPAYERS

The twenty largest taxpayers in the County included on the Fiscal Year 2023-24 secured property tax roll, and the approximate amounts of their aggregate levies for all taxing jurisdictions within the County are shown below. Property owned by the twenty largest taxpayers had a full cash value of \$57,430,748,091, which constitutes only 2.97% of the total full cash value for the entire County.

Taxpayer	Total Tax Levy 2023-24
SOUTHERN CALIFORNIA EDISON CO	\$ 159,211,341
SOUTHERN CALIFORNIA GAS COMPANY	61,364,978
REXFORD INDUSTRIAL	60,959,590
TESORO REFINING AND MARKETING CO	56,496,094
DOUGLAS EMMETT RESIDENTIAL	45,374,362
PINCAY RE LLC LESSOR	39,418,623
EQR / ERP LIMITED	35,261,077
CHEVRON USA INC	32,066,302
MAGUIRE PROPERTIES	29,628,247
AMB/MAR CARSON LLC	28,452,723
TISHMAN SPEYER / ARCHSTONE SMITH / ASN	25,423,243
AT&T MOBILITY LLC	21,649,021
ESSEX PORTFOLIO LP	19,781,847
PHILLIPS 66 PIPE LINE LLC	19,038,627
CENTURY CITY MALL LLC	13,848,316
FSP SOUTH FLOWER STREET	12,547,145
DE PACIFIC 9665 LLC	12,070,194
CJDB LLC LESSOR AND	11,718,986
DUKE REALTY WILMINGTON LP	11,671,662
DEL AMO FASHION CENTER OPERATING	11,272,536
	\$ 707,254,913

Total may not add due to rounding.
Source: Los Angeles County Treasurer and Tax Collector

PROPERTY TAXATION AND COLLECTIONS

The table on the following page compares the full cash values, property tax levies and collections from Fiscal Years 2019-20 through 2023-24.

COUNTY OF LOS ANGELES
 COMPARISON OF FULL CASH VALUE
 PROPERTY TAXATION AND COLLECTIONS
 FISCAL YEARS 2019-20 THROUGH 2023-24

Fiscal Year	Full Cash Value ⁽¹⁾	General Fund Secured Property Tax Levies	General Fund Secured Property Tax Collections ⁽²⁾	Current Collection As a Percent of Levies %
2019-20	\$1,549,271,724,044	\$3,748,846,036	\$3,664,667,048	97.75%
2020-21	1,643,560,494,991	3,959,536,042	3,893,270,771	98.33%
2021-22	1,708,149,256,743	4,123,258,603	4,059,314,940	98.45%
2022-23	1,826,210,292,243	4,404,079,935	4,333,441,881	98.40%
2023-24	1,931,399,894,780	4,674,244,253	4,599,272,971 ⁽³⁾	98.40%

(1) Full cash values reflect the equalized assessment roll as reported in August of each year; mid-year adjustments are reflected in the following year's values. Incremental full cash values of properties within project areas designated by successor redevelopment agencies are excluded. See "Successor Redevelopment Agencies".

(2) Reflects collection within the fiscal year originally levied.

(3) Preliminary estimate based on Fiscal Year 2022-23 collections.

SUCCESSOR REDEVELOPMENT AGENCIES

Pursuant to ABX1 26, all redevelopment agencies were dissolved effective February 1, 2012. ABX1 26 prohibited redevelopment agencies from engaging in new business, provided for their eventual wind down and dissolution, and required that successor agencies be created to take over from the former agencies. Any tax increment remaining after the payment of enforceable legal obligations, pass-through payments and limited administrative costs will be distributed as property tax revenue to the appropriate taxing entities, including the County. Prior to their dissolution, the estimated annual tax increment to fund redevelopment agencies in the County was approximately \$453.0 million. A more detailed discussion of the redevelopment agency dissolution is provided in the Budgetary Information section of this Appendix A.

The following table shows full cash value increments and total tax allocations to community redevelopment agencies for Fiscal Years 2019-20 through 2023-24.

COMMUNITY REDEVELOPMENT AGENCY (CRA)
 PROJECTS IN THE COUNTY OF LOS ANGELES
 FULL CASH VALUE AND TAX ALLOCATIONS
 FISCAL YEARS 2019-20 THROUGH 2023-24

Fiscal Year	Full Cash Value Increments ⁽¹⁾	Total Tax Allocations ⁽²⁾
2019-20	\$220,959,568,982	\$2,006,676,731
2020-21	238,966,302,250	2,240,003,569
2021-22	250,158,784,812	2,272,777,323
2022-23	265,699,780,678	2,377,926,942
2023-24	282,248,200,705	1,977,924,720 ⁽³⁾

(1) Equals the full cash value for all redevelopment project areas above their base year valuations. This data represents growth in full cash values which generates tax revenues for use by former community redevelopment agencies and their successor agencies created under ABX1 26.

(2) Includes actual cash revenues collected by the County and subsequently paid to redevelopment agencies, which includes incremental growth allocation, debt service, mid-year changes and Supplemental Roll.

(3) Total CRA Tax Allocations from November 2023 through April 2024.

CASH MANAGEMENT PROGRAM

County General Fund expenditures tend to occur in level amounts throughout the fiscal year. Conversely, receipts from the two largest sources of County revenue follow an uneven pattern, primarily as a result of unpredictable delays in payments from other governmental agencies and the significant amount of secured property tax revenue received close to the December and April due dates for the first and second installments, respectively.

As a result of the uneven pattern of revenue receipts, the General Fund cash balance prior to Fiscal Year 1977-78 had typically been negative for most of the year and had been covered in part by interfund borrowings pursuant to Section 6 of Article XVI of the California Constitution. "Interfund borrowing" is borrowing from specific funds of other governmental entities whose funds are held in the County Treasury. Because such borrowings caused disruptions in the General Fund's management of pooled investments, beginning in 1977, the County eliminated the practice of interfund borrowing and replaced it with a program to manage its cash flow needs by issuing tax and revenue anticipation notes (TRANS) for the General Fund and by using intrafund borrowing.

The use of "intrafund borrowing" for General Fund purposes represents borrowing against funds that are held in trust by the County. Such funds, with the exception of the Hospital Enterprise Funds, are held by the County on a pre-apportionment basis until they are eventually distributed to County operating funds (such as the General Fund) or other governmental agencies. All intrafund borrowings used for General Fund purposes, and all notes issued in connection with the County's cash management program have been repaid in accordance with their required maturity dates.

2023-24 Tax and Revenue Anticipation Notes

Pursuant to California law and a resolution adopted by the Board of Supervisors on May 16, 2023, the County issued the 2023-24 TRANs with an aggregate principal amount of \$700,000,000 due on June 30, 2024. The 2023-24 TRANs are general obligations of the County attributable to Fiscal Year 2023-24 and are secured by a pledge of certain unrestricted taxes, income, revenue, cash receipts and other moneys which will be received by, or accrue to the County in Fiscal Year 2023-24, and are lawfully available for the payment of current expenses and other obligations of the County.

Under the Resolution and Financing Certificate executed by the Treasurer and Tax Collector, the County pledged to deposit sufficient revenues into a Repayment Fund during Fiscal Year 2023-24 for the purpose of repaying the 2023-24 TRANs on the June 30, 2024 maturity date. The deposits to the Repayment Fund have been made in accordance with the following schedule:

COUNTY OF LOS ANGELES 2023-24 TAX AND REVENUE ANTICIPATION NOTES SCHEDULE OF DEPOSITS TO REPAYMENT FUND*	
Deposit Date	Deposit Amount
December, 2023	\$315,000,000
January, 2024	315,000,000
April, 2024	104,513,889
Total	\$734,513,889

* Includes \$700,000,000 of 2023-24 TRANs principal and 5.00% interest.

The County has always maintained full compliance with its deposit obligations with respect to its TRANs program. The following table illustrates the unrestricted General Fund receipts collected on a cash flow basis from Fiscal Year 2018-19 to Fiscal Year 2022-23.

COUNTY OF LOS ANGELES
GENERAL FUND
UNRESTRICTED GENERAL FUND RECEIPTS (in thousands)

	2018-19	2019-20	2020-21	2021-22	2022-23
Property Taxes	\$ 5,863,749	\$ 6,114,188	\$ 6,632,057	\$ 6,757,307	\$ 7,488,759
Other Taxes	237,801	217,568	227,840	293,548	271,809
Licenses, Permits and Franchises	63,675	69,060	65,989	71,281	73,784
Fines, Forfeitures and Penalties	182,212	195,093	147,618	166,194	175,622
Investment and Rental Income	279,386	247,094	143,986	149,077	362,993
State In-Lieu Taxes	174,428	339,802	(101,848)	407,236	364,801
State Homeowner Exemptions	18,797	18,536	18,382	18,419	18,299
Charges for Current Services	1,937,848	2,301,629	3,042,996	2,606,320	2,832,406
Other Revenue*	1,057,288	1,106,808	1,525,749	1,264,482	1,504,348
TOTAL UNRESTRICTED RECEIPTS	\$ 9,815,184	\$ 10,609,778	\$ 11,702,769	\$ 11,733,864	\$ 13,092,821

Detail may not add due to rounding.

Source: Los Angeles County Chief Executive Office

* Includes Tobacco Settlement Revenue

Intrafund and Interfund Borrowing

To the extent necessary, the County intends to use intrafund (and not interfund) borrowing to cover its General Fund cash needs, including projected year-end cash requirements. If the County determines that it is necessary to utilize interfund borrowing, then such borrowing may not occur after the last Monday in April of each fiscal year and must be repaid before any other obligation of the County. The County does not intend to engage in interfund borrowing for the General Fund.

Funds Available for Intrafund Borrowing

After the tax and revenue anticipation note proceeds are utilized, the General Fund may borrow from three fund groups to meet its cash flow needs. The most significant group is the Property Tax Group, which consists of collected property taxes that are awaiting apportionment. The great majority of these amounts will be distributed to other governmental agencies such as school districts.

The second most significant borrowing source includes the various Trust Group funds. The largest of these funds is the Departmental Trust Fund, which consists of various collections, such as court fines and other revenues, awaiting distribution. The majority of these funds will eventually be distributed to entities outside the County. Also included in this group is the Payroll Revolving Fund, which is used as a clearing account for County payroll operations and has a cash balance that consists exclusively (except for a small portion related to the County Superior Court) of advances from funds included in the General County Budget.

The last fund group consists of the Hospital Enterprise Funds. The balances in these funds are different from those in the Property Tax Group and Trust Group in that the Hospital Enterprise Funds are included in the General County Budget. Furthermore, these funds are considered as part of the General Fund for purposes of sizing the County's annual TRANS financing.

The Hospital Enterprise Funds generally represent working capital advances from the General Fund and cash generated from the County hospitals. At year-end, the remaining balances are transferred back to the General Fund.

The average daily balances shown for these intrafund sources are not necessarily indicative of the balances on any given day. The balances in certain funds, such as those in the Property Tax Group, can fluctuate significantly throughout the month. The General Fund cash balance also fluctuates during the month, with the third week being the lowest and month-end the highest due to the timing of revenue deposits from the State and the receipt of welfare advances on the last business day of the month.

The legality of the County's practice of intrafund borrowing was decided and affirmed by the California Court of Appeals in May 1999, in the case entitled *Stanley G. Auerbach et al v. Board of Supervisors of the County of Los Angeles et al.*

The tables at the end of this Financial Summary Section provide a monthly summary of the funds available to the County for intrafund borrowing in Fiscal Year 2022-23 and Fiscal Year 2023-24.

General Fund Cash Flow Statements

The Fiscal Year 2022-23 and Fiscal Year 2023-24 General Fund Cash Flow Statements are provided at the end of this Financial Summary Section. In Fiscal Year 2022-23, the County had an ending General Fund cash balance of \$4.709 billion. For Fiscal Year 2023-24, the County is estimating an ending General Fund cash balance of \$2.322 billion.

COUNTY POOLED SURPLUS INVESTMENTS

The Treasurer and Tax Collector has delegated authority to invest funds on deposit in the County Treasury Pool (the "Treasury Pool"). As of March 31, 2024, investments in the Treasury Pool were held for local agencies including school districts, community college districts, special districts and discretionary depositors such as cities and independent districts in the following amounts:

Local Agency	Invested Funds (in Billions)
County of Los Angeles and Special Districts	\$ 23.233
Schools and Community Colleges	30.791
Discretionary Participants	3.597
Total	\$ 57.621

Of these entities, the discretionary participants accounted for 6.24% of the total Treasury Pool.

Decisions on the investment of funds in the Treasury Pool are made by the County Investment Officer in accordance with established policy, with certain transactions requiring the Treasurer's prior approval. In Los Angeles County, investment decisions are governed by Chapter 4 (commencing with Section 53600) of Part 1 of Division 2 of Title 5 of the California Government Code, which governs legal investments by local agencies in the State of California, and by a more restrictive Investment Policy developed by the Treasurer and adopted by the Los Angeles County Board of Supervisors on an annual basis. The Investment Policy adopted on March 19, 2024, reaffirmed the following criteria and order of priority for selecting investments:

1. Safety of Principal
2. Liquidity
3. Return on Investment

The Treasurer prepares a monthly Report of Investments (the Investment Report) summarizing the status of the Treasury Pool, including the current market value of all investments. This report is submitted monthly to the Board of Supervisors. According to the Investment Report dated April 30, 2024, the March 31, 2024 book value of the Treasury Pool was approximately \$57.621 billion and the corresponding market value was approximately \$55.291 billion.

The County maintains a strong system of internal controls for monitoring the cash accounting and investment process. The Treasurer's Compliance Auditor, who operates independently from the Investment Officer, reconciles cash and investments to fund balances daily. The Compliance Auditor's staff also reviews each investment trade for accuracy and compliance with the Board adopted Investment Policy. On a quarterly basis, the County's outside independent auditor (External Auditor) reviews the cash and investment reconciliations for completeness and

accuracy. Additionally, the External Auditor reviews investment transactions on a quarterly basis for conformance with the approved Investment Policy and annually accounts for all investments.

The following table identifies the types of securities held by the Treasury Pool as of March 31, 2024:

<u>Type of Investment</u>	<u>% of Pool</u>
Certificates of Deposit	4.17
U.S. Government and Agency Obligations	67.01
Bankers Acceptances	0.00
Commercial Paper	28.73
Municipal Obligations	0.07
Corporate Notes & Deposit Notes	0.02
Repurchase Agreements	0.00
Asset Backed Instruments	0.00
Other	0.00
	100.00

The Treasury Pool is highly liquid. As of March 31, 2024, approximately 34.58% of the investments mature within 60 days, with an average of 686 days to maturity for the entire portfolio.

The County complements its conservative investment policies with a well-established practice of market research and due diligence. The Treasury Pool did not experience a single investment loss as a result of the global financial crisis in Fiscal Year 2008-09. Furthermore, the County has never purchased any structured investment vehicles nor any securities with material exposure to sub-prime mortgages.

FINANCIAL STATEMENTS-GAAP BASIS

Since Fiscal Year 1980-81, the County has prepared its general purpose financial statements in conformity with Generally Accepted Accounting Principles (GAAP) for State and local governments, with annual audits performed by independent certified public accountants.

The basic financial statements for the Fiscal Year ended June 30, 2023, and the unmodified opinion of Macias Gini & O'Connell LLP are attached hereto as Appendix B. Since 1982, the County's Annual Comprehensive Financial Reports have received a Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association.

The County budget for the upcoming fiscal year is prepared in accordance with the County Budget Act prior to the issuance of GAAP financial statements for the current fiscal year. The 2023-24 Final Adopted Budget included an available General Fund balance of \$3,764,489,000 as of June 30, 2023.

The amounts presented for the General Fund in accordance with GAAP are based on the modified accrual basis of accounting and differ from the amounts presented on the budgetary basis of accounting. The major areas of difference are described as follows:

- For budgetary purposes, nonspendable, restricted, committed and assigned fund balances and the portion of unassigned fund balance reserved for the "Rainy Day" fund are recorded as other financing uses at the time they are established. The County recognizes them as uses of budgetary fund balance. The nonspendable, restricted, committed, and assigned fund balances that are

subsequently cancelled or otherwise made available are recorded as changes in fund balance from other financing sources.

- Under the budgetary basis of accounting, revenues (primarily intergovernmental) are recognized at the time encumbrances are established for certain programs and capital improvements. The intent of the budgetary policy is to match the use of budgetary resources (for amounts encumbered but not yet expended) with funding sources that will materialize as revenues when actual expenditures are incurred. Under the modified accrual basis, revenues are not recognized until the qualifying expenditures are incurred and amounts are collected within the County's availability period.
- General Fund obligations for accrued compensated absences and estimated liabilities for litigation and self-insurance are recorded as budgetary expenditures to the extent that they are estimated to be payable within a one-year period after the fiscal year end. Under the modified accrual basis of accounting, such expenditures are not recognized until they become due and payable in accordance with GASB Interpretation No. 6.
- In conjunction with the sale of the 2006 Tobacco Bonds in Fiscal Year 2005-06, the County sold a portion of its future tobacco settlement revenues. Under the budgetary basis of accounting, the bond proceeds were recognized as revenues. Under the modified accrual basis of accounting, the bond proceeds were recorded as deferred inflows of resources and were being recognized over the duration of the sale agreement, in accordance with GASB Statements No. 48 and No. 65. This matter is discussed in further detail in Note 11 to the 2022-23 Annual Comprehensive Financial Report, under the caption, "Tobacco Settlement Asset-Backed Bonds."
- Under the budgetary basis of accounting, property tax revenues are recognized to the extent that they are collectible within a one-year period after the fiscal year end. Under the modified accrual basis of accounting, property tax revenues are recognized only to the extent that they are collectible within 60 days.
- For budgetary purposes, investment income is recognized prior to the effect of changes in the fair value of investments. Under the modified accrual basis of accounting, the effects of such fair value changes have been recognized as a component of investment income.
- The County determined that certain assets were held by LACERA (as the OPEB administrator) in an OPEB Custodial Fund. For budgetary purposes, any excess payments (beyond the pay-as-you-go amount) are recognized as expenditures. Under the modified accrual basis of accounting, the expenditures are adjusted to recognize the OPEB Custodial assets as of June 30, 2023.

The tables below provide a reconciliation of the General Fund's June 30, 2023 fund balance on a budgetary and GAAP basis, and a summary of the audited Balance Sheets and Statements of Revenues and Expenditures and Changes in Fund Balance from Fiscal Year 2018-19 to Fiscal Year 2022-23.

COUNTY OF LOS ANGELES
GENERAL FUND
RECONCILIATION OF FUND BALANCE FROM BUDGETARY TO GAAP BASIS
JUNE 30, 2023 (in thousands of \$)

Unassigned Fund Balance - Budgetary Basis	\$3,764,489
Adjustments:	
Accrual of budgetary liabilities for litigation and self-insurance claims not required by GAAP	328,909
Change in receivables for health insurers rebates held in LACERA OPEB Custodial Fund	231,550
Accrual of liabilities for accrued compensated absences not required by GAAP	105,873
Change in revenue accruals	(214,251)
Deferral of property tax receivables	(104,264)
Deferral of sale of tobacco settlement revenue	(183,207)
Change in fair value of Investments	(503,629)
Nonspendable long-term receivable	109
Reserve for "Rainy Day" Fund	854,920
Unassigned Fund Balance - GAAP Basis	\$4,280,499

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COUNTY OF LOS ANGELES
BALANCE SHEET AT JUNE 30, 2019, 2020, 2021, 2022, and 2023
GENERAL FUND-GAAP BASIS (in thousands of \$)

ASSETS

	June 30, 2019	June 30, 2020	June 30, 2021	June 30, 2022	June 30, 2023
Pooled Cash and Investments	\$ 4,234,098	\$ 5,027,623	\$ 7,656,800	\$ 9,550,790	\$ 9,934,126
Other Investments	3,973	3,678	3,351	2,988	2,588
Taxes Receivable	190,819	260,740	243,220	262,404	273,191
Lease Receivable*				1,864,647	1,833,620
Other Receivables	2,466,846	3,579,508	3,415,900	3,469,989	3,829,493
Due from Other Funds	757,525	872,764	600,132	875,872	836,933
Advances to Other Funds	634,848	77,748	18,084	18,221	17,738
Inventories	58,050	66,482	117,370	163,736	137,240
Total Assets	\$ 8,346,159	\$ 9,888,543	\$ 12,054,857	\$ 16,208,647	\$ 16,864,929

LIABILITIES

Accounts Payable	\$ 636,560	\$ 790,780	\$ 684,009	\$ 627,573	\$ 712,573
Accrued Payroll	445,506	457,444	481,556	489,407	523,652
Other Payables	165,114	91,569	94,890	31,838	163,099
Due to Other Funds	212,300	246,092	489,473	346,213	345,155
Advances Payable	1,812,610	3,073,192	4,500,312	6,225,152	5,979,531
Third-Party Payor Liability	56,297	92,105	181,002	289,706	195,652
Total Liabilities	\$ 3,328,387	\$ 4,751,182	\$ 6,431,242	\$ 8,009,889	\$ 7,919,662

DEFERRED INFLOWS OF RESOURCES \$ 583,763 \$ 618,557 \$ 689,891 \$ 2,581,104 \$ 2,462,210

FUND BALANCES

Nonspendable	\$ 311,958	\$ 126,630	\$ 225,233	\$ 284,841	\$ 263,367
Restricted	79,210	83,372	55,061	64,516	77,629
Committed	780,517	594,193	597,337	759,944	832,792
Assigned	620,773	696,775	790,573	774,267	1,028,770
Unassigned	2,641,551	3,017,834	3,265,520	3,734,086	4,280,499
Total Fund Balances	\$ 4,434,009	\$ 4,518,804	\$ 4,933,724	\$ 5,617,654	\$ 6,483,057
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	\$ 8,346,159	\$ 9,888,543	\$ 12,054,857	\$ 16,208,647	\$ 16,864,929

Sources: Annual Comprehensive Financial Reports for fiscal years ended June 30, 2019, 2020, 2021, 2022, and 2023.

*The County implemented GASB Statement 87 "Leases" in FY 2021-22. As of June 30, 2022, Lease Receivable is reported in the new required GASB 87 format.

COUNTY OF LOS ANGELES
STATEMENTS OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
GENERAL FUND-GAAP BASIS FISCAL YEARS 2018-19 THROUGH 2022-23 (in thousands of \$)

	2018-19	2019-20	2020-21	2021-22	2022-23
REVENUES:					
Taxes	\$ 6,034,742	\$ 6,321,404	\$ 6,894,825	\$ 7,161,038	\$ 7,643,986
Licenses, Permits & Franchises	63,538	70,299	63,193	70,654	72,609
Fines, Forfeitures and Penalties	187,979	184,798	163,163	173,404	176,923
Use of Money and Property	366,116	256,737	77,633	(176,046)	369,173
Aid from Other Government	10,224,347	10,932,846	12,957,099	12,664,511	13,804,835
Charges for Services	2,505,049	2,964,007	2,909,960	2,728,979	2,908,286
Miscellaneous Revenues	169,320	248,008	217,269	240,128	245,625
TOTAL	\$ 19,551,091	\$ 20,978,099	\$ 23,283,142	\$ 22,862,668	\$ 25,221,437
EXPENDITURES					
General	\$ 1,284,824	\$ 1,504,452	\$ 1,807,937	\$ 1,193,470	\$ 1,870,449
Public Protection	5,893,865	6,130,313	6,149,194	6,330,770	6,720,622
Health and Sanitation	5,065,138	5,727,283	5,968,030	6,380,309	6,468,543
Public Assistance	6,501,712	6,893,502	7,898,985	7,555,772	8,549,336
Recreation and Cultural Services	386,217	407,052	398,537	427,224	477,197
Debt Service	37,519	35,596	31,172	143,214	186,397
Capital Outlay	1,586	1,052	1,134	58,841	341,816
Total	\$ 19,170,861	\$ 20,699,250	\$ 22,254,989	\$ 22,089,600	\$ 24,614,360
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	\$ 380,230	\$ 278,849	\$ 1,028,153	\$ 773,068	\$ 607,077
OTHER FINANCING SOURCES (USES):					
Operating Transfers from (to)					
Other Funds-Net	\$ 155,233	\$ (196,378)	\$ (616,679)	\$ (149,735)	\$ (84,670)
Sales of Capital Assets	1,769	1,272	2,312	1,756	1,180
Leases*	1,586	1,052	1,134	58,841	280,778
Subscriptions**					61,038
OTHER FINANCING SOURCES (USES)-Net	\$ 158,588	\$ (194,054)	\$ (613,233)	\$ (89,138)	\$ 258,326
Excess (Deficiency) of Revenues and other Sources Over Expenditures and Other Uses	538,818	84,795	414,920	683,930	865,403
Beginning Fund Balance	3,895,191	4,434,009	4,518,804	4,933,724	5,617,654
Ending Fund Balance	\$ 4,434,009	\$ 4,518,804	\$ 4,933,724	\$ 5,617,654	\$ 6,483,057

Sources: Annual Comprehensive Financial Reports for fiscal years ended June 30, 2019, 2020, 2021, 2022, and 2023.

* The County implemented GASB 87-Leases in FY 2021-22. As of June 30, 2022, Leases Other Financing Uses is reported in the new GASB 87 format.

** The County implemented GASB Statement 96 "Subscription Based IT Arrangements" in FY 2022-23. As of June 30, 2023, Subscriptions Other Financing Uses is reported in the new required GASB 96 format.

**COUNTY OF LOS ANGELES BORROWABLE RESOURCES
FUNDS AVAILABLE FOR INTRAFUND BORROWING**

**2022-23: 12 MONTHS ACTUAL
2023-24: 10 MONTHS ACTUAL**

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COUNTY OF LOS ANGELES BORROWABLE RESOURCES

AVERAGE DAILY BALANCES: Fiscal Year 2022-23

FUNDS AVAILABLE FOR INTRAFUND BORROWING (in thousands of \$)

	July 2022	August 2022	September 2022	October 2022	November 2022	December 2022
PROPERTY TAX GROUP						
Tax Collector Trust Fund	\$ 123,881	\$ 57,792	\$ 65,183	\$ 654,873	\$ 2,487,412	\$ 3,198,666
Auditor Unapportioned Property Tax	754,818	158,243	88,057	134,026	1,168,825	3,991,430
Unsecured Property Tax	209,706	189,491	197,994	237,215	179,575	110,323
Miscellaneous Fees & Taxes	386	418	395	397	391	340
State Redemption Fund	31,588	54,951	71,304	101,246	53,529	39,669
Education Revenue Augmentation	80,885	73,388	122,252	122,252	145,017	611,854
State Reimbursement Fund	0	0	0	0	399	9,233
Vehicle License Fee Replacement Fund	0	119,500	137,204	137,204	137,204	241,843
Property Tax Rebate Fund	4,045	17,875	18,579	21,164	21,389	13,405
Utility User Tax Trust Fund	1,230	1,073	3,787	8,185	12,984	10,192
Subtotal	\$ 1,206,539	\$ 672,731	\$ 704,755	\$ 1,416,562	\$ 4,206,725	\$ 8,226,955
VARIOUS TRUST GROUP						
Departmental Trust Fund	\$ 565,690	\$ 461,420	\$ 444,169	\$ 465,091	\$ 505,035	\$ 482,621
Non-County Entities Trust Fund	51,276	72,098	88,470	90,838	92,280	91,006
Payroll Revolving Fund	70,019	68,251	71,297	87,811	72,971	74,975
Asset Development Fund	53,056	52,781	52,757	53,054	53,099	50,002
Productivity Investment Fund	7,198	7,046	6,828	6,343	6,113	6,054
Motor Vehicle Capital Outlays	749	749	749	749	4,037	7,039
Civic Center Parking	181	230	254	351	218	260
Reporters Salary Fund	354	313	472	460	434	322
Cable TV Franchise Fund	16,437	15,969	16,299	16,383	15,896	16,146
Megaflex Long-Term Disability	10,238	10,140	10,052	10,136	9,989	9,994
Megaflex Long-Term Disability & Health	15,260	15,348	15,442	15,521	15,614	15,703
Megaflex Short-Term Disability	80,911	81,696	82,219	82,775	83,367	83,958
Subtotal	\$ 871,369	\$ 786,041	\$ 789,008	\$ 829,512	\$ 859,053	\$ 838,080
HOSPITAL GROUP						
Harbor-UCLA Medical Center	\$ 188,583	\$ 84,118	\$ 90,427	\$ 162,013	\$ 146,075	\$ 74,676
Olive View-UCLA Medical Center	105,968	73,818	15,706	60,935	43,230	7,721
LAC+USC Medical Center	184,319	103,770	18,077	102,648	75,852	3,112
Rancho Los Amigos Rehab Center	142,307	94,986	114,837	119,731	111,411	92,205
Health Services - Harbor-UCLA Medical Center	175,000	175,000	175,069	175,211	175,441	175,721
Subtotal	\$ 796,177	\$ 531,692	\$ 414,116	\$ 620,538	\$ 552,009	\$ 353,435
GRAND TOTAL	\$ 2,874,085	\$ 1,990,464	\$ 1,907,879	\$ 2,866,612	\$ 5,617,787	\$ 9,418,470

Detail may not add due to rounding.

Source: Los Angeles County Auditor-Controller

January 2023	February 2023	March 2023	April 2023	May 2023	June 2023	
PROPERTY TAX GROUP						
\$ 1,377,907	\$ 665,330	\$ 1,110,893	\$ 3,898,615	\$ 470,895	\$ 254,986	Tax Collector Trust Fund
1,838,083	1,282,135	1,021,830	1,885,402	1,651,008	284,709	Auditor Unapportioned Property Tax
101,595	82,896	68,709	60,646	80,844	120,844	Unsecured Property Tax
398	417	400	397	385	367	Miscellaneous Fees & Taxes
36,875	27,915	26,771	25,892	20,159	25,985	State Redemption Fund
709,902	585,926	51,154	398,628	293,200	222,217	Education Revenue Augmentation
17,550	720	720	3,516	16,858	7,458	State Reimbursement Fund
698,320	166,087	828,360	888,052	877,825	0	Vehicle License Fee Replacement Fund
11,511	14,032	26,483	34,660	26,124	17,149	Property Tax Rebate Fund
13,358	15,536	15,681	21,062	16,776	12,124	Utility User Tax Trust Fund
\$ 4,805,499	\$ 2,840,994	\$ 3,151,001	\$ 7,216,870	\$ 3,454,074	\$ 945,839	Subtotal
VARIOUS TRUST GROUP						
\$ 631,324	\$ 635,389	\$ 745,141	\$ 633,082	\$ 579,836	\$ 519,254	Departmental Trust Fund
90,884	106,502	102,265	103,802	110,797	112,503	Non-County Entities Trust Fund
100,531	61,240	64,037	74,807	65,631	58,631	Payroll Revolving Fund
20,931	20,967	21,127	21,881	22,175	22,293	Asset Development Fund
5,990	5,850	7,279	9,692	9,646	8,692	Productivity Investment Fund
7,039	7,039	7,017	6,971	6,962	6,943	Motor Vehicle Capital Outlays
230	128	57	206	207	190	Civic Center Parking
287	300	387	295	400	439	Reporters Salary Fund
16,089	15,699	15,879	15,732	15,499	15,915	Cable TV Franchise Fund
10,111	9,966	10,058	10,136	10,083	10,199	Megaflex Long-Term Disability
15,812	15,822	15,780	15,893	15,983	16,065	Megaflex Long-Term Disability & Health
84,807	85,482	86,306	87,053	87,764	88,479	Megaflex Short-Term Disability
\$ 984,035	\$ 964,384	\$ 1,075,333	\$ 979,550	\$ 924,983	\$ 859,603	Subtotal
HOSPITAL GROUP						
\$ 13,354	\$ 15,699	\$ 4,709	\$ 328,171	\$ 471,461	\$ 416,831	Harbor-UCLA Medical Center
3,598	10,297	2,126	124,452	171,581	119,547	Olive View-UCLA Medical Center
(1,199)	28,850	11,479	168,123	208,914	214,290	LAC + USC Medical Center
70,877	23,996	(1,828)	124,200	194,838	177,923	Rancho Los Amigos Rehab Center
176,026	176,447	176,795	177,261	177,685	178,264	Health Services - Harbor-UCLA Medical Center
\$ 262,656	\$ 255,289	\$ 193,281	\$ 922,207	\$ 1,224,479	\$ 1,106,855	Subtotal
\$ 6,052,190	\$ 4,060,667	\$ 4,419,615	\$ 9,118,627	\$ 5,603,536	\$ 2,912,297	GRAND TOTAL

COUNTY OF LOS ANGELES BORROWABLE RESOURCES

AVERAGE DAILY BALANCES: Fiscal Year 2023-24

FUNDS AVAILABLE FOR INTRAFUND BORROWING (in thousands of \$)

	July 2023	August 2023	September 2023	October 2023	November 2023	December 2023
PROPERTY TAX GROUP						
Tax Collector Trust Fund	\$ 106,486	\$ 67,570	\$ 43,947	\$ 723,413	\$ 1,950,721	\$ 4,879,179
Auditor Unapportioned Property Tax	428,303	203,377	166,735	249,448	2,061,666	2,762,255
Unsecured Property Tax	196,882	164,022	207,494	250,032	187,685	115,997
Miscellaneous Fees & Taxes	328	358	402	357	361	392
State Redemption Fund	31,048	60,058	60,762	68,411	32,540	34,542
Education Revenue Augmentation	22,878	71,863	0	0	22,825	615,370
State Reimbursement Fund	0	0	0	0	392	9,933
Vehicle License Fee Replacement Fund	0	50,039	192,489	192,489	192,489	214,371
Property Tax Rebate Fund	17,455	28,806	23,688	20,353	40,138	35,602
Utility User Tax Trust Fund	1,841	554	4,710	9,909	15,520	19,146
Subtotal	\$ 805,221	\$ 646,647	\$ 700,227	\$ 1,514,412	\$ 4,504,337	\$ 8,686,787
VARIOUS TRUST GROUP						
Departmental Trust Fund	\$ 511,834	\$ 560,562	\$ 642,866	\$ 683,350	\$ 778,382	\$ 708,233
Non-County Entities Trust Fund	97,403	84,114	84,656	81,384	78,177	69,328
Payroll Revolving Fund	77,803	65,843	65,686	84,484	60,090	61,112
Asset Development Fund	22,335	22,119	22,139	22,160	22,179	22,188
Productivity Investment Fund	9,178	9,399	9,119	9,100	8,287	8,294
Motor Vehicle Capital Outlays	6,930	6,930	6,918	6,479	6,356	6,249
Civic Center Parking	98	548	540	558	536	441
Reporters Salary Fund	313	402	379	540	700	530
Cable TV Franchise Fund	15,505	15,227	15,578	15,504	15,247	15,741
Megaflex Long-Term Disability	10,293	10,291	10,464	10,691	10,609	10,821
Megaflex Long-Term Disability & Health	16,170	16,249	16,351	16,453	16,539	16,647
Megaflex Short-Term Disability	89,041	89,560	90,027	90,718	91,232	92,046
Subtotal	\$ 856,903	\$ 881,244	\$ 964,723	\$ 1,021,421	\$ 1,088,334	\$ 1,011,630
HOSPITAL GROUP						
Harbor-UCLA Medical Center	\$ 261,589	\$ 155,995	\$ 18,880	\$ 55,635	\$ 58,007	\$ 9,287
Olive View-UCLA Medical Center	79,269	77,343	124,518	143,981	125,826	101,209
LAC+USC Medical Center	149,168	115,203	115,890	97,815	60,529	19,332
Rancho Los Amigos Rehab Center	188,217	139,786	61,133	31,056	26,714	12,695
Health Services - Harbor-UCLA Medical Center	178,928	179,468	179,909	180,360	180,966	181,520
Subtotal	\$ 857,171	\$ 667,795	\$ 500,330	\$ 508,847	\$ 452,042	\$ 324,043
GRAND TOTAL	\$ 2,519,295	\$ 2,195,686	\$ 2,165,280	\$ 3,044,680	\$ 6,044,713	\$ 10,022,460

Detail may not add due to rounding.

Source: Los Angeles County Auditor-Controller

January 2024	February 2024	March 2024	April 2024	Estimated May 2024	Estimated June 2024	
PROPERTY TAX GROUP						
\$ 826,748	\$ 640,990	\$ 1,116,927	\$ 2,879,009	\$ 1,331,653	\$ 178,866	Tax Collector Trust Fund
2,380,027	1,397,565	1,173,119	3,231,860	919,767	200,439	Auditor Unapportioned Property Tax
110,996	104,773	83,055	79,641	66,636	137,381	Unsecured Property Tax
451	366	380	402	6,462	9,503	Miscellaneous Fees & Taxes
25,212	22,231	21,465	24,180	20,743	27,078	State Redemption Fund
457,217	295,235	6,008	469,569	252,347	180,655	Education Revenue Augmentation
16,306	639	639	1,553	20,518	12,068	State Reimbursement Fund
916,902	390,414	816,377	830,863	769,802	0	Vehicle License Fee Replacement Fund
22,704	33,087	37,210	28,592	8,735	0	Property Tax Rebate Fund
17,390	21,345	26,792	31,421	12,157	12,220	Utility User Tax Trust Fund
\$ 4,773,953	\$ 2,906,645	\$ 3,281,972	\$ 7,577,090	\$ 3,408,820	\$ 758,210	Subtotal
VARIOUS TRUST GROUP						
\$ 806,827	\$ 721,071	\$ 727,684	\$ 732,185	\$ 486,928	\$ 538,356	Departmental Trust Fund
68,594	76,645	76,184	75,024	39,026	43,148	Non-County Entities Trust Fund
92,580	52,195	60,341	63,994	69,971	55,252	Payroll Revolving Fund
22,213	22,228	22,575	23,256	52,164	47,151	Asset Development Fund
8,291	8,299	8,030	7,855	8,275	6,430	Productivity Investment Fund
5,883	5,839	5,839	5,763	623	6,430	Motor Vehicle Capital Outlays
395	362	336	326	86	153	Civic Center Parking
554	438	359	179	565	443	Reporters Salary Fund
15,707	15,479	15,668	15,380	15,058	13,931	Cable TV Franchise Fund
10,927	10,988	11,123	11,206	11,550	15,960	Megaflex Long-Term Disability
16,773	16,879	16,796	16,901	13,933	9,973	Megaflex Long-Term Disability & Health
92,972	93,637	94,432	95,240	70,034	46,411	Megaflex Short-Term Disability
\$ 1,141,716	\$ 1,024,060	\$ 1,039,367	\$ 1,047,309	\$ 768,213	\$ 783,638	Subtotal
HOSPITAL GROUP						
\$ 3,582	\$ 38,793	\$ 56,448	\$ 220,541	\$ 0	\$ 0	Harbor-UCLA Medical Center
64,551	39,803	15,223	117,677	0	0	Olive View-UCLA Medical Center
3,368	51,762	60,103	210,800	0	0	LAC + USC Medical Center
1,054	8,423	1,636	82,919	0	0	Rancho Los Amigos Rehab Center
182,074	182,672	183,049	183,549	0	0	Health Services - Harbor-UCLA Medical Center
\$ 254,629	\$ 321,453	\$ 316,459	\$ 815,486	\$ 0	\$ 0	Subtotal
\$ 6,170,298	\$ 4,252,158	\$ 4,637,798	\$ 9,439,885	\$ 4,177,033	\$ 1,541,848	GRAND TOTAL

**COUNTY OF LOS ANGELES
GENERAL FUND CASH FLOW STATEMENTS**

**2022-23: 12 MONTHS ACTUAL
2023-24: 10 MONTHS ACTUAL**

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COUNTY OF LOS ANGELES
GENERAL FUND CASH FLOW ANALYSIS
FISCAL YEAR 2022-23
(in thousands of \$)

	July 2022	August 2022	September 2022	October 2022	November 2022	December 2022
BEGINNING BALANCE	\$ 3,256,071	\$ 3,532,192	\$ 3,237,406	\$ 2,848,231	\$ 2,487,260	\$ 1,778,473
RECEIPTS						
Property Taxes	\$ 180,439	\$ 152,717	\$ 0	\$ 0	\$ 56,075	\$ 1,752,595
Other Taxes	21,654	24,225	17,713	15,295	19,684	23,968
Licenses, Permits & Franchises	5,630	3,366	5,310	2,141	4,555	3,527
Fines, Forfeitures & Penalties	38,592	21,932	6,182	6,695	13,410	5,195
Investment and Rental Income	13,860	17,161	17,490	22,326	31,448	21,212
Motor Vehicle (VLF) Realignment	(61,204)	49,291	52,329	35,028	37,473	38,078
Sales Taxes - Proposition 172	97,293	79,430	74,978	78,001	93,864	79,397
1991 Program Realignment	11,820	0	85,900	88,294	100,796	89,277
Other Intergovernmental Revenue**	398,333	576,188	346,374	203,813	118,105	374,653
Charges for Current Services	241,802	334,094	123,691	336,622	151,686	174,023
Other Revenue & Tobacco Settlement	158,882	284,193	25,129	99,109	97,571	110,987
Transfers & Reimbursements	174,741	3,373	0	2,524	12,687	17,889
Hospital Loan Repayment*	0	0	0	0	0	0
Welfare Advances	292,656	152,527	650,254	646,352	541,324	651,539
Other Financing Sources/MHSA	145,133	107,192	0	28,972	14,616	92,632
Intrafund Borrowings	0	0	0	0	0	0
TRANS Sold	900,000	0	0	0	0	0
Total Receipts	\$ 2,619,631	\$ 1,805,689	\$ 1,405,350	\$ 1,565,172	\$ 1,293,294	\$ 3,434,972
DISBURSEMENTS						
Welfare Warrants	\$ 217,824	\$ 247,758	\$ 236,989	\$ 259,897	\$ 256,235	\$ 257,123
Salaries	654,680	590,070	577,856	594,389	621,512	622,102
Employee Benefits	402,902	398,864	420,155	396,251	407,237	467,339
Vendor Payments	847,862	644,225	481,055	531,821	657,069	549,643
Loans to Hospitals*	0	0	0	0	0	0
Hospital Subsidy Payments	0	175,565	62,362	0	9,002	83,976
Transfer Payments	220,242	43,993	16,108	143,785	51,026	120,803
TRANS Pledge Transfer	0	0	0	0	0	405,000
Intrafund Repayment	0	0	0	0	0	0
Total Disbursements	\$ 2,343,510	\$ 2,100,475	\$ 1,794,525	\$ 1,926,143	\$ 2,002,081	\$ 2,505,986
ENDING BALANCE	\$ 3,532,192	\$ 3,237,406	\$ 2,848,231	\$ 2,487,260	\$ 1,778,473	\$ 2,707,459
Borrowable Resources (Avg. Balance)	\$ 2,874,085	\$ 1,990,464	\$ 1,907,879	\$ 2,866,612	\$ 5,617,787	\$ 9,418,470
Total Cash Available	\$ 6,406,277	\$ 5,227,870	\$ 4,756,110	\$ 5,353,872	\$ 7,396,260	\$ 12,125,929

* The net change in the outstanding Hospital Loan Balance is negative \$1.00 and can be calculated by subtracting the "Hospital Loan Repayment" Receipt from the "Loans to Hospitals" Disbursement shown above.

** Includes COVID-19 Revenues

January 2023	February 2023	March 2023	April 2023	May 2023	June 2023	Total 2022-23	
\$ 2,707,459	\$ 3,077,444	\$ 2,651,622	\$ 1,931,765	\$ 3,134,261	\$ 4,069,262		BEGINNING BALANCE
							RECEIPTS
\$ 1,792,409	\$ 266,101	\$ 23,809	\$ 1,287,461	\$ 1,516,323	\$ 460,830	\$ 7,488,759	Property Taxes
19,979	27,443	13,659	19,904	37,265	31,020	271,809	Other Taxes
4,219	4,231	9,851	15,522	12,234	3,198	73,784	Licenses, Permits & Franchises
5,320	19,257	14,057	6,766	30,103	8,113	175,622	Fines, Forfeitures & Penalties
24,885	39,220	34,602	39,218	45,879	55,692	362,993	Investment and Rental Income
34,963	41,242	46,109	52,025	8,196	31,271	364,801	Motor Vehicle (VLF) Realignment
76,678	101,128	69,367	68,864	87,590	74,725	981,315	Sales Taxes - Proposition 172
78,319	102,020	69,981	123,563	87,727	74,842	912,539	1991 Program Realignment
296,042	517,595	507,161	388,214	533,482	614,177	4,874,137	Other Intergovernmental Revenue**
309,890	144,982	120,557	434,190	247,499	213,370	2,832,406	Charges for Current Services
24,255	150,375	144,389	186,247	27,043	196,168	1,504,348	Other Revenue & Tobacco Settlement
7,269	6,724	56,464	3,560	11,055	220,334	516,620	Transfers & Reimbursements
0	0	0	214,915	0	0	214,915	Hospital Loan Repayment*
491,553	510,091	598,572	647,988	482,088	631,758	6,296,702	Welfare Advances
43,153	1,950	24,160	48,058	37,652	151,813	695,331	Other Financing Sources/MHSA
0	0	0	0	0	0	0	Intrafund Borrowings
0	0	0	0	0	0	900,000	TRANS Sold
\$ 3,208,934	\$ 1,932,359	\$ 1,732,738	\$ 3,536,495	\$ 3,164,136	\$ 2,767,311	\$ 28,466,081	Total Receipts
							DISBURSEMENTS
\$ 266,516	\$ 698,180	\$ 328,141	\$ 318,077	\$ 323,043	\$ 332,950	\$ 3,742,733	Welfare Warrants
669,884	619,212	603,658	630,755	604,399	605,938	7,394,455	Salaries
438,915	413,697	445,052	406,583	412,322	446,399	5,055,716	Employee Benefits
647,822	504,535	590,919	669,751	764,455	595,829	7,484,986	Vendor Payments
0	0	188,480	26,434	0	0	214,914	Loans to Hospitals*
189,029	91,203	233,730	1,612	(1,289)	125,220	970,410	Hospital Subsidy Payments
221,783	31,354	62,615	154,887	126,205	21,677	1,214,478	Transfer Payments
405,000	0	0	125,900	0	0	935,900	TRANS Pledge Transfer
0	0	0	0	0	0	0	Intrafund Repayment
\$ 2,838,949	\$ 2,358,181	\$ 2,452,595	\$ 2,333,999	\$ 2,229,135	\$ 2,128,013	\$ 27,013,592	Total Disbursements
\$ 3,077,444	\$ 2,651,622	\$ 1,931,765	\$ 3,134,261	\$ 4,069,262	\$ 4,708,560		ENDING BALANCE
\$ 6,052,190	\$ 4,060,667	\$ 4,419,615	\$ 9,118,627	\$ 5,603,536	\$ 2,912,297		Borrowable Resources (Avg. Balance)
\$ 9,129,634	\$ 6,712,289	\$ 6,351,380	\$ 12,252,888	\$ 9,672,798	\$ 7,620,857		Total Cash Available

COUNTY OF LOS ANGELES
GENERAL FUND CASH FLOW ANALYSIS
FISCAL YEAR 2023-24
(in thousands of \$)

	July 2023	August 2023	September 2023	October 2023	November 2023	December 2023
BEGINNING BALANCE	\$ 4,708,560	\$ 4,554,113	\$ 4,095,301	\$ 3,706,239	\$ 2,686,005	\$ 2,124,984
RECEIPTS						
Property Taxes	\$ 73,588	\$ 164,371	\$ 0	\$ 0	\$ 66,681	\$ 1,854,399
Other Taxes	15,959	21,934	16,874	15,730	18,261	22,824
Licenses, Permits & Franchises	7,177	6,958	5,029	4,360	3,208	6,558
Fines, Forfeitures & Penalties	34,778	27,308	7,263	7,371	15,913	6,202
Investment and Rental Income	64,871	47,488	37,736	48,723	48,422	37,104
Motor Vehicle (VLF) Realignment	(71,104)	39,239	49,180	37,646	38,682	37,960
Sales Taxes - Proposition 172	98,400	73,780	75,443	78,123	91,086	77,131
1991 Program Realignment	104,770	0	81,172	83,910	118,269	82,147
Other Intergovernmental Revenue**	231,709	475,314	327,999	258,172	128,710	386,062
Charges for Current Services	178,277	317,235	239,691	83,379	375,363	136,973
Other Revenue & Tobacco Settlement	377,888	177,076	35,176	65,213	126,387	117,381
Transfers & Reimbursements	63,866	(7,873)	0	4,452	23,196	37,777
Hospital Loan Repayment*	0	0	0	0	0	0
Welfare Advances	399,845	184,129	662,240	651,472	448,766	714,580
Other Financing Sources/MHSA	594	215,785	0	23,112	660	23,660
Intrafund Borrowings	0	0	0	0	0	0
TRANS Sold	700,000	0	0	0	0	0
Total Receipts	\$ 2,280,618	\$ 1,742,744	\$ 1,537,803	\$ 1,361,663	\$ 1,503,604	\$ 3,540,758
DISBURSEMENTS						
Welfare Warrants	\$ 253,242	\$ 286,690	\$ 277,173	\$ 281,185	\$ 275,396	\$ 277,157
Salaries	631,592	640,738	617,751	631,516	637,894	660,870
Employee Benefits	413,282	431,411	472,479	501,123	429,443	437,654
Vendor Payments	934,794	733,138	537,577	776,751	703,178	467,496
Loans to Hospitals*	0	0	0	0	0	0
Hospital Subsidy Payments	0	68,675	7,035	37,437	0	98,465
Transfer Payments	202,155	40,904	14,850	153,885	18,714	30,772
TRANS Pledge Transfer	0	0	0	0	0	315,000
Intrafund Repayment	0	0	0	0	0	0
Total Disbursements	\$ 2,435,065	\$ 2,201,556	\$ 1,926,865	\$ 2,381,897	\$ 2,064,625	\$ 2,287,414
ENDING BALANCE	\$ 4,554,113	\$ 4,095,301	\$ 3,706,239	\$ 2,686,005	\$ 2,124,984	\$ 3,378,328
Borrowable Resources (Avg. Balance)	\$ 2,519,295	\$ 2,195,686	\$ 2,165,280	\$ 3,044,680	\$ 6,044,713	\$ 10,022,460
Total Cash Available	\$ 7,073,408	\$ 6,290,987	\$ 5,871,519	\$ 5,730,685	\$ 8,169,697	\$ 13,400,788

* The net change in the outstanding Hospital Loan Balance is \$0.00 and can be calculated by subtracting the "Hospital Loan Repayment" Receipt from the "Loans to Hospitals" Disbursement shown above.

** Includes COVID-19 Revenues

January 2024	February 2024	March 2024	April 2024	Estimated May 2024	Estimated June 2024	Total 2023-24	
\$ 3,378,328	\$ 3,717,922	\$ 2,729,866	\$ 2,190,831	\$ 3,170,206	\$ 3,355,299		BEGINNING BALANCE
							RECEIPTS
\$ 1,859,920	\$ 250,461	\$ 19,831	\$ 1,392,148	\$ 1,473,249	\$ 323,252	\$ 7,477,900	Property Taxes
11,858	19,097	13,713	14,793	23,112	23,494	217,649	Other Taxes
2,743	6,231	13,407	18,524	6,561	3,410	84,166	Licenses, Permits & Franchises
7,085	22,562	15,752	7,434	17,631	5,776	175,075	Fines, Forfeitures & Penalties
40,882	63,965	46,773	53,721	44,588	37,910	572,183	Investment and Rental Income
38,294	55,393	59,939	39,335	12,876	3,206	340,646	Motor Vehicle (VLF) Realignment
75,534	103,924	68,998	64,899	88,463	75,470	971,251	Sales Taxes - Proposition 172
81,322	110,673	73,486	70,470	61,265	47,235	914,719	1991 Program Realignment
197,311	473,606	342,596	557,308	360,209	282,082	4,021,078	Other Intergovernmental Revenue**
292,388	(65,414)	149,300	613,737	86,514	221,436	2,628,879	Charges for Current Services
(7,617)	103,436	107,489	154,354	13,748	67,672	1,338,203	Other Revenue & Tobacco Settlement
3,853	3,409	2,285	5,702	111,315	112,600	360,582	Transfers & Reimbursements
0	0	0	0	0	0	0	Hospital Loan Repayment*
633,497	530,102	634,865	493,190	428,730	334,625	6,116,041	Welfare Advances
10,384	22,788	115,494	81,377	109,719	141,253	744,826	Other Financing Sources/MHSA
0	0	0	0	0	0	0	Intrafund Borrowings
0	0	0	0	0	0	700,000	TRANS Sold
\$ 3,247,454	\$ 1,700,233	\$ 1,663,928	\$ 3,566,992	\$ 2,837,979	\$ 1,679,422	\$ 26,663,198	Total Receipts
							DISBURSEMENTS
\$ 274,858	\$ 782,941	\$ 334,492	\$ 332,574	\$ 454,884	\$ 455,182	\$ 4,285,774	Welfare Warrants
715,163	655,996	650,658	672,484	703,811	716,981	7,935,454	Salaries
484,987	468,204	470,743	439,129	482,274	480,001	5,510,730	Employee Benefits
748,470	649,551	634,625	929,721	825,291	833,606	8,774,198	Vendor Payments
0	0	0	0	0	0	0	Loans to Hospitals*
267,085	119,258	82,264	0	0	90,159	770,378	Hospital Subsidy Payments
102,297	12,339	30,181	109,195	186,626	136,307	1,038,225	Transfer Payments
315,000	0	0	104,514	0	0	734,514	TRANS Pledge Transfer
0	0	0	0	0	0	0	Intrafund Repayment
\$ 2,907,860	\$ 2,688,289	\$ 2,202,963	\$ 2,587,617	\$ 2,652,886	\$ 2,712,236	\$ 29,049,273	Total Disbursements
\$ 3,717,922	\$ 2,729,866	\$ 2,190,831	\$ 3,170,206	\$ 3,355,299	\$ 2,322,485		ENDING BALANCE
\$ 6,170,298	\$ 4,252,158	\$ 4,637,798	\$ 9,439,885	\$ 4,177,033	\$ 1,541,848		Borrowable Resources (Avg. Balance)
\$ 9,888,220	\$ 6,982,024	\$ 6,828,629	\$ 12,610,091	\$ 7,532,332	\$ 3,864,333		Total Cash Available

DEBT SUMMARY

INTRODUCTION

The County has issued various types of notes, bonds, and certificates to finance and refinance its cash management requirements, the replacement of essential equipment, and the acquisition, construction and/or improvement of government buildings and public facilities. The County has not entered into any swap agreements, or other similar interest rate derivative contracts, in connection with its outstanding debt.

OUTSTANDING OBLIGATIONS

As of July 1, 2024, approximately \$2.439 billion of long-term obligations were outstanding. The General Fund is responsible for repayment of \$1.322 billion of the outstanding debt. Revenues from Special Districts/Special Funds, Courthouse Construction Funds, and Hospital Enterprise Funds secure the remaining \$1.117 billion of outstanding obligations.

The table below identifies the funding sources for the County's debt payments due in 2024-25.

COUNTY OF LOS ANGELES ADDITIONAL FUNDING SOURCES FOR REPAYMENT OF COUNTY INTERMEDIATE AND LONG-TERM OBLIGATIONS

2024-25 Payments

Funding Source	2024-25 Payment
Total 2024-25 Payment Obligations	\$185,197,704
Less: Sources of Non-General Fund Entities:	
Hospital Enterprise Funds	72,591,506
Courthouse Construction Funds	14,971,366
Special Districts/Special Funds	3,265,031
Net 2023-24 General Fund Obligations	\$94,369,801

Source: Los Angeles County Auditor-Controller

As of July 1, 2024, the County has \$1,159.98 million of outstanding short-term obligations, which includes \$700 million in TRANs and \$459.976 million in Lease Revenue Commercial Paper Notes. The following table summarizes the outstanding General County debt and note obligations.

COUNTY OF LOS ANGELES SUMMARY OF OUTSTANDING PRINCIPAL

As of JULY 1, 2024 (in thousands)

Type of Obligation	Outstanding Principal
Total County	
Short-Term Obligations:	
Tax and Revenue Anticipation Notes	\$700,000
Lease Revenue Notes	459,976
Long-Term Obligations	2,439,132
Total Outstanding Principal	\$3,599,108

Source: Los Angeles County Treasurer and Tax Collector and Auditor-Controller

The tables at the end of this section provide a detailed summary of the funding sources for the County's outstanding obligations and future debt service payments.

SHORT-TERM OBLIGATIONS

Tax and Revenue Anticipation Notes

In 1977, the County implemented a cash management program to finance its General Fund cash flow deficits, which occur periodically during the fiscal year. Since the program's inception, the County has annually sold varying amounts of tax anticipation notes and tax and revenue anticipation notes (including commercial paper).

Pursuant to a resolution adopted by the Board of Supervisors on May 21, 2024, the County issued \$700 million of TRANs for Fiscal Year 2024-25 on July 1, 2024. The 2024-25 TRANs will mature on June 30, 2025. The TRANs are secured by a pledge of certain taxes, income, revenue, and cash receipts which will be received by or accrue to the County during Fiscal Year 2024-25, in the amounts, and on the dates specified in the Financial Summary Section under the heading "2024-25 Tax and Revenue Anticipation Notes" of this Appendix A.

Bond Anticipation Notes

The County is currently utilizing the proceeds from the issuance of Bond Anticipation Notes ("BANs") to provide an interim source of funding for the acquisition of equipment on behalf of the County General Fund. The BANs are issued by the Los Angeles County Capital Asset Leasing Corporation ("LAC-CAL") and are purchased by the County Treasury Pool under terms and conditions established by the Board of Supervisors. The BANs are payable within three years of their initial issuance date from the proceeds of long-term bonds or other available funds. The repayment of the BANs is secured by lease agreements between the County and LAC-CAL and a pledge of the acquired equipment. As of July 1, 2024, there are \$15.0 million of BANs outstanding.

Lease Revenue Note Program

In July 2024, the County successfully closed a restructuring of the Lease Revenue Note Program (the "Note Program"). The Note Program provides the County with a flexible and cost-effective source of financing to provide interim funding during the initial construction phase of a capital project, which will eventually be refinanced with the issuance of long-term bonds upon completion. Under the restructured Note Program, the County is authorized to issue up to \$750 million in aggregate principal amount of short-term commercial paper notes supported by four Irrevocable, Direct-Pay Letters of Credit ("LOC") issued by Bank of Montreal (Series A - \$200 million); U.S. Bank (Series B - \$100 million); Bank of America (Series C - \$350 million) and Sumitomo Mitsui Banking Corporation (Series D - \$100 million). The maximum aggregate principal amount of \$750 million represents an increase of \$150 million from the previous Note Program. As of July 1, 2024, \$459.976 million of commercial paper notes were outstanding.

The Note Program is secured by a lease-revenue financing structure between LAC-CAL and the County, and a portfolio of fifteen County-owned properties pledged as collateral to secure the credit facilities. The four LOCs, which are scheduled to terminate on July 31, 2029, provide credit enhancement and liquidity support for both tax-exempt and taxable commercial paper notes. Subject to the conditions set forth in the Letter of Credit and Reimbursement Agreements with the four LOC banks, any amount with respect to the payment of principal of maturing notes remaining unpaid to the LOC bank shall be

converted to a term loan to be repaid within two or five years subject to available fair rental value with respect to the leased property securing the four Letter of Credit and Reimbursement Agreements.

INTERMEDIATE AND LONG-TERM OBLIGATIONS

Lease Obligations

Since 1962, the County has financed its capital project and equipment replacement program through various lease arrangements with joint powers authorities and nonprofit corporations, which have issued lease revenue bonds or certificates of participation. As of July 1, 2024, \$2.439 billion of principal remained outstanding on such obligations. The County's lease obligations are secured by revenues from various funding sources, including the General Fund, and are subject to annual appropriation. The Fiscal Year 2024-25 Adopted Budget includes sufficient appropriations to fund the debt service on the County's lease payment obligations. The County's Board of Supervisors has never failed to appropriate sufficient funding for such obligations, nor has the County abated payments on any of its lease-revenue financings to date.

DEBT RATIOS

The ratio of the General Fund's outstanding debt to the net revenue-producing valuation of the property tax roll (the "Net Local Roll") decreased from 0.138% in Fiscal Year 2022-23 to 0.126% in Fiscal Year 2023-24. The following table provides the ratio of the General Fund's outstanding debt to the Net Local Roll over the past ten years.

Fiscal Year	Outstanding Principal	Net Local Property Tax Roll	Debt To Value Ratio
2014-15	1,576,510,029	1,191,806,972,618	0.132%
2015-16	1,633,835,517	1,264,906,464,546	0.129%
2016-17	1,785,310,693	1,335,525,121,301	0.134%
2017-18	1,761,081,064	1,416,125,372,989	0.124%
2018-19	1,695,142,404	1,509,888,186,608	0.112%
2019-20	1,935,946,630	1,604,296,790,020	0.121%
2020-21	2,130,813,112	1,700,148,139,175	0.125%
2021-22	2,441,181,697	1,763,070,431,964	0.138%
2022-23	2,600,100,299	1,885,551,795,750	0.138%
2023-24	2,510,175,253	1,997,002,740,659	0.126%

Source: Los Angeles County Assessor and Auditor-Controller

OTHER DEBT OBLIGATIONS

Tobacco Bonds

On February 8, 2006 the California County Tobacco Securitization Agency (the "Agency"), a Joint Exercise of Powers Authority, issued \$319.80 million in Tobacco Settlement Asset-Backed Bonds (the "2006 Tobacco Bonds") for the purpose of loaning the proceeds to the Los Angeles County Securitization Corporation (the "Corporation"). The Corporation used the Tobacco Bond proceeds to purchase 25.9% of the County's annual Tobacco Settlement Revenues (the "TSRs") paid by the tobacco companies participating in the Master Settlement Agreement. The 2006 Tobacco Bonds are secured by the 25.9% portion of the annual TSRs and are not considered a debt obligation of the County. On June 10, 2020, the Agency issued \$349.58 million of Tobacco Settlement Bonds (the "2020 Tobacco Settlement Bonds") on behalf of the County to fully refund the 2006 Tobacco Bonds. The 2020 Tobacco Settlement Bonds are projected to generate net present value savings of approximately \$101.97 million, or 26% savings from the 2006 Tobacco Bonds, and will significantly mitigate the risk of future default that previously existed with the 2006 Tobacco Bonds. The actual amount of savings will depend on various factors, including future smoking participation rates, the volume of cigarette shipments from the participating

manufacturers, inflation and other factors pursuant to the terms of the Master Settlement Agreement.

DPSS Lease Obligations

From January 28, 1999 through July 28, 2005, the County entered into several build to suit operating and capital lease agreements with various organizations whereby the County would lease buildings and improvements for use by County Departments including the Department of Public Social Services (the "DPSS Facilities"). In order to facilitate the construction of the DPSS Facilities, financing was obtained through the sale of Certificates of Participation ("COPs") and Lease Revenue Bonds with the periodic lease payments pledged as security for repayment of the debt securities. Although these financings are categorized as leases in the County's financial statements, the ultimate obligor for the outstanding debt is the County General Fund. The principal amount of the outstanding underlying COPs and Bond obligations was \$83.2 million as of July 1, 2024.

2018 Vermont Corridor Project

The County, working in conjunction with the Los Angeles County Development Authority (previously known as the Community Development Commission of the County of Los Angeles), is developing County-owned property in the area known as the "Vermont Corridor" in the City of Los Angeles. The original plan for the Vermont Corridor Project included the development of three sites in the Vermont Corridor area: Site 1 – new Department of Mental Health (DMH) headquarters facility and parking garage; Site 2 – mixed-use market rate housing; and Site 3 – affordable senior housing. In July 2018, the County financed the Site 1 project with the issuance of \$302.4 million of lease revenue bonds through a not-for-profit special purpose entity, Los Angeles County Facilities, Inc. (LACFI), which served as the construction and facility manager for the project. Construction of the Site 1 facility was completed in October 2021.

2019 Lease Revenue Bonds

On August 29, 2019, the County issued \$251.89 million of long-term lease revenue bonds to refinance \$318.75 million of outstanding commercial paper notes that were used as the initial financing vehicle for multiple capital projects, which include the East Antelope Valley Animal Care Center, Martin Luther King Jr. Medical Campus Parking Structure, Rancho Los Amigos National Rehabilitation Center, Fire Station 143, Music Center Plaza Improvement Project, and the Los Angeles County Probation Department Building Renovation. The 2019 Lease Revenue Bonds are scheduled to mature on December 1, 2049.

2020 Lease Revenue Bonds

In April 2019, the Board of Supervisors approved a financing plan and related administrative actions to facilitate the construction of a new museum facility for the Los Angeles County Museum of Art (LACMA). The \$650 million LACMA project is funded through a \$125 million County contribution and a LACMA private fundraising campaign. In November 2020, the County issued \$363.23 million of Los Angeles County Public Works Financing Authority Lease Revenue Bonds, 2020 Series A (LACMA Building for the Permanent Collection Project) (the "Bonds"). The proceeds from the sale of the Bonds were used to refinance \$125 million of outstanding commercial paper notes issued through the Note Program to fund the County's contribution, and to generate \$300 million of additional proceeds to finance construction costs. LACMA is responsible for the payment of debt service costs on the \$300 million component of this financing through its private fundraising campaign, and pursuant to the terms of a Funding Agreement with the County. The new LACMA museum is expected to be completed and open to the public in 2024.

2021 Lease Revenue Bonds

On October 28, 2021, the County sold two series of long-term lease revenue bonds through the Los Angeles County Public Works Financing Authority, consisting of Lease Revenue Bonds, 2021 Series F (the "2021 Series F Bonds") in the par amount of \$260.11 million, and Lease Revenue Refunding Bonds, 2022 Series G (the "2022 Series G Refunding Bonds") in the par amount of \$225.12 million.

The proceeds from the sale of the 2021 Series F Bonds were used to refinance \$280.11 million of outstanding commercial paper notes issued as the initial financing vehicle for various capital construction projects and generate an additional \$22.38 million of new money proceeds to fund completion of the projects. The capital projects financed with the 2021 Series F Bonds include Fire Station 104, MLK Central Plant 1 and Hospital Services Building, MLK Behavioral Health Center, Rancho Los Amigos Recuperative Care Center, LAC + USC Recuperative Care Center and the Olive View Campus Recuperative Care Center. The 2021 Series F Bonds are scheduled to mature on December 1, 2051.

The 2022 Series G Refunding Bonds were sold as forward delivery bonds with final settlement on June 2, 2022. The proceeds from the sale of the 2022 Series G Refunding Bonds will be used to fully refund \$291.51 million of outstanding 2012 Lease Revenue Bonds, which were originally issued to finance various capital construction projects. The 2022 Series G Refunding Bonds will generate approximately \$61.17 million or 21.0% net present value savings to the County General Fund, with a final maturity on December 1, 2042.

2022 Lease Revenue Refunding Bonds

On April 13, 2022, the County sold \$53.63 million of Lease Revenue Refunding Bonds, Series 2022 through the Los Angeles County Regional Financing Authority (the "2022 Lease Revenue Refunding Bonds"). The proceeds from the sale of the 2022 Lease Revenue Refunding Bonds were used to fully refund \$69.74 million of outstanding Community Redevelopment Agency of the City of Los Angeles, California Lease Revenue Bonds, Series 2005, which were originally issued to finance the Vermont Manchester Social Services Project. The 2022 Lease Revenue Refunding Bonds generated approximately \$10.17 million or 14.6% net present value savings to the County General Fund and have a final maturity on December 1, 2037.

2024 Vermont Corridor Project

In June 2022, the Board of Supervisors adopted a change in scope of development for Site 2 of the Vermont Corridor Project from mixed-use, market-rate housing to an approximately 243,000-square-foot County administrative office building by renovating, expanding and demolishing existing County-owned facilities in the Vermont Corridor area. The County intends to issue lease revenue bonds through Los Angeles County Facilities 2, Inc. (LACF2) in August 2024, the proceeds of which will be used to finance the guaranteed maximum construction cost of \$210.0 million for the Site 2 Vermont Corridor Project. Similar to the 2018 Vermont Corridor Project, LACF2 will serve as the construction and facility manager for the project. The financing for the 2024 Vermont Corridor Project was approved by the Board of Supervisors in June 2024.

**COUNTY OF LOS ANGELES
DEBT SUMMARY TABLES**

REPORTS AS OF JULY 1, 2024

COMBINED PRINCIPAL AND INTEREST OBLIGATIONS BY FUNDING SOURCE

OUTSTANDING PRINCIPAL OBLIGATIONS BY FUNDING SOURCE

CURRENT FISCAL YEAR DEBT SERVICE OBLIGATIONS BY FUNDING SOURCE

OUTSTANDING PRINCIPAL BY FUNDING SOURCE

REPORTS AS OF JULY 1, 2024

SUMMARY OF OUTSTANDING GENERAL FUND AND SPECIAL FUND OBLIGATIONS

ESTIMATED OVERLAPPING DEBT STATEMENT

**COUNTY OF LOS ANGELES
COMBINED PRINCIPAL AND INTEREST OBLIGATIONS BY FUNDING SOURCE
AS OF JULY 1, 2024**

Fiscal Year	General Fund	Hospital Enterprise Fund	Courthouse Construction Fund	Special Districts / Special Funds	Total Annual Debt Service
2024-25	\$ 94,369,801	\$ 72,591,506	\$ 14,971,366	\$ 3,265,031	\$ 185,197,704
2025-26	94,355,952	72,573,289	14,968,875	3,269,656	185,167,772
2026-27	94,341,588	72,570,666	14,959,875	3,266,156	185,138,285
2027-28	94,249,641	72,569,138	14,947,750	3,264,531	185,031,060
2028-29	94,057,381	72,555,148	14,945,875	3,274,281	184,832,685
2029-30	93,943,929	72,555,638	14,937,625	3,255,656	184,692,848
2030-31	93,936,610	72,539,554	8,340,500	3,248,906	178,065,570
2031-32	93,931,632	72,523,568	8,336,375	3,263,031	178,054,606
2032-33	93,923,712	72,524,260	6,115,375	3,252,906	175,816,254
2033-34	93,919,266	72,518,538	6,119,250	3,253,656	175,810,710
2034-35	92,738,479	72,504,686	-	3,254,781	168,497,946
2035-36	92,736,824	72,486,684	-	3,251,156	168,474,665
2036-37	92,727,013	72,481,512	-	3,252,531	168,461,057
2037-38	92,720,194	72,469,512	-	3,253,531	168,443,237
2038-39	87,849,469	72,447,162	-	3,258,781	163,555,413
2039-40	87,846,744	72,438,611	-	3,259,831	163,545,186
2040-41	87,834,535	72,429,324	-	3,256,756	163,520,616
2041-42	67,217,775	42,135,463	-	3,257,581	112,610,819
2042-43	67,219,825	42,137,363	-	3,261,806	112,618,994
2043-44	67,223,300	26,357,613	-	1,733,306	95,314,219
2044-45	67,218,500	26,348,488	-	1,738,731	95,305,719
2045-46	58,019,575	26,353,163	-	926,456	85,299,194
2046-47	42,114,900	26,349,563	-	927,481	69,391,944
2047-48	42,120,000	26,352,447	-	925,425	69,397,872
2048-49	42,112,475	26,350,475	-	930,366	69,393,316
2049-50	42,113,900	26,350,900	-	924,103	69,388,903
2050-51	38,775,325	13,910,959	-	551,263	53,237,547
2051-52	18,132,250	13,910,206	-	552,153	32,594,609
Total	\$ 2,127,750,597	\$ 1,529,335,433	\$ 118,642,866	\$ 71,129,853	\$ 3,846,858,749

**COUNTY OF LOS ANGELES
OUTSTANDING PRINCIPAL OBLIGATIONS BY FUNDING SOURCE
AS OF JULY 1, 2024**

Fiscal Year	General Fund	Hospital Enterprise Fund	Courthouse Construction Fund	Special Districts / Special Funds	Total Outstanding Principal
2024-25	\$ 1,322,016,881	\$ 975,704,914	\$ 97,130,000	\$ 44,280,000	\$ 2,439,131,795
2025-26	1,287,264,137	947,626,032	86,730,000	43,105,000	2,364,725,169
2026-27	1,250,777,669	918,162,966	75,825,000	41,865,000	2,286,630,636
2027-28	1,212,468,445	887,225,019	64,370,000	40,565,000	2,204,628,464
2028-29	1,172,316,801	854,730,545	52,340,000	39,200,000	2,118,587,346
2029-30	1,130,326,152	820,613,848	39,695,000	37,755,000	2,028,390,000
2030-31	1,086,316,720	784,778,280	26,410,000	36,255,000	1,933,760,000
2031-32	1,040,074,828	747,150,172	19,210,000	34,685,000	1,841,120,000
2032-33	991,565,098	707,634,902	11,645,000	33,020,000	1,743,865,000
2033-34	940,675,124	666,119,876	5,970,000	31,280,000	1,644,045,000
2034-35	887,199,529	622,510,471	-	29,450,000	1,539,160,000
2035-36	832,255,780	576,699,220	-	27,525,000	1,436,480,000
2036-37	774,636,347	528,568,653	-	25,505,000	1,328,710,000
2037-38	714,277,750	477,987,250	-	23,380,000	1,215,645,000
2038-39	651,156,190	424,923,810	-	21,145,000	1,097,225,000
2039-40	590,201,097	369,368,903	-	18,790,000	978,360,000
2040-41	526,533,169	311,251,831	-	16,315,000	854,100,000
2041-42	460,040,000	250,500,000	-	13,720,000	724,260,000
2042-43	411,575,000	217,925,000	-	10,995,000	640,495,000
2043-44	360,775,000	183,780,000	-	8,130,000	552,685,000
2044-45	307,525,000	164,175,000	-	6,690,000	478,390,000
2045-46	251,705,000	143,685,000	-	5,175,000	400,565,000
2046-47	202,610,000	122,255,000	-	4,420,000	329,285,000
2047-48	167,645,000	99,850,000	-	3,630,000	271,125,000
2048-49	131,405,000	76,505,000	-	2,810,000	210,720,000
2049-50	90,585,000	42,155,000	-	1,590,000	134,330,000
2050-51	54,855,000	27,105,000	-	1,075,000	83,035,000
2051-52	17,690,000	13,730,000	-	545,000	31,965,000

Source: Los Angeles County Treasurer and Tax Collector

**COUNTY OF LOS ANGELES
FISCAL YEAR DEBT SERVICE OBLIGATIONS BY FUNDING SOURCE
AS OF JULY 1, 2024**

Title	Total Debt Service	General Fund	Hospital Enterprise Fund	Courthouse Construction Fund	Special Districts / Special Funds
Long-Term Obligations					
2010 Lease Revenue Bonds, Series B (Taxable):					
Coroners Expansion/ Refurbishment	\$ 1,893,222	\$ 1,893,222			
Patriotic Hall Renovation	3,057,212	3,057,212			
Hall of Justice Rehabilitation	15,782,912	15,782,912			
Olive View Medical Center ER/TB Unit	3,522,707		\$ 3,522,707		
Olive View Medical Center Seismic	1,451,217		1,451,217		
Harbor/UCLA Surgery/ Emergency	22,074,923		22,074,923		
Harbor/UCLA Seismic Retrofit	3,404,047		3,404,047		
Total 2010 Lease Revenue Bonds, Series B (Taxable)	\$ 51,186,240	\$ 20,733,346	\$ 30,452,893	\$ 0	\$ 0
2011 High Desert Solar Complex (Taxable)	\$ 396,261	\$ 396,261			
2015 Lease Revenue Bonds, Series A					
Zev Yaroslavsky Family Support Center	\$ 9,196,250	\$ 9,196,250			
Manhattan Beach Library	808,000				\$ 808,000
Total 2015 Lease Revenue Bonds, Series A	\$ 10,004,250	\$ 9,196,250	\$ 0	\$ 0	\$ 808,000
2015 Lease Revenue Refunding Bonds, Series B					
LAX Area Courthouse	\$ 5,935,750			\$ 5,935,750	
Chatsworth Courthouse	4,981,250			4,981,250	
Total 2015 Lease Revenue Refunding Bonds, Series B	\$ 10,917,000	\$ 0	\$ 0	\$ 10,917,000	\$ 0
2015 Lease Revenue Refunding Bonds, Series C					
Michael D. Antonovich Antelope Valley Courthouse	\$ 4,054,366			\$ 4,054,366	
2016 Lease Revenue Bonds, Series D					
Martin Luther King Inpatient Tower	\$ 15,904,844	\$ 15,904,844			
2018 Lease Revenue Bonds					
Vermont Corridor Administration Building, Series A	\$ 19,304,200	\$ 19,304,200			
2019 Lease Revenue Bonds, Series E-1					
East Antelope Valley Animal Shelter	\$ 863,750	\$ 863,750			
Probation Department Building	1,320,250	1,320,250			
Music Center Plaza	1,165,625	1,165,625			
Rancho Los Amigos NRC	10,370,000		\$ 10,370,000		
Fire Station 143	375,625				\$ 375,625
Total 2019 Lease Revenue Bonds, Series E-1	\$ 14,095,250	\$ 3,349,625	\$ 10,370,000	\$ 0	\$ 375,625
2019 Lease Revenue Bonds, Series E-2					
MLK Medical Campus Parking Structure	\$ 2,072,675		\$ 2,072,675		
2020 Lease Revenue Bonds					
LACMA Buildings	\$ 20,633,500	\$ 20,633,500			
2021 Lease Revenue Bonds, Series F					
LAC+USC Medical Center Recuperative Care Center	\$ 745,494		\$ 745,494		
MLK Behavioral Health Center Renovation	11,379,300		11,379,300		
MLK Central Plant/Hospital Service Building	148,631		148,631		
Olive View Campus Recuperative Care Center	765,644		765,644		
Rancho Los Amigos Recuperative Care Center	870,369		870,369		
Fire Station 104	552,406				\$ 552,406
Total 2021 Lease Revenue Bonds, Series F	\$ 14,461,844	\$ 0	\$ 13,909,438	\$ 0	\$ 552,406
2022 Lease Revenue Refunding Bonds, Series G (Forward Delivery)					
High Desert Multi Service Ambulatory Care Center	\$ 6,998,625		\$ 6,998,625		
MLK Multi Service Ambulatory Care Center	8,522,000		8,522,000		
MLK Data Center	265,875		265,875		
Fire Station 128	228,250				\$ 228,250
Fire Station 132	376,750				376,750
Fire Station 150	578,000				578,000
Fire Station 156	346,000				346,000
Total 2022 Lease Revenue Refunding Bonds, Series G	\$ 17,315,500	\$ 0	\$ 15,786,500	\$ 0	\$ 1,529,000
2022 Lease Revenue Refunding Bonds (Vermont Manchester)	\$ 4,851,775	\$ 4,851,775			
Total Long-Term Obligations	\$ 185,197,704	\$ 94,369,801	\$ 72,591,506	\$ 14,971,366	\$ 3,265,031
Total Obligations	\$ 185,197,704	\$ 94,369,801	\$ 72,591,506	\$ 14,971,366	\$ 3,265,031

Source: Los Angeles County Treasurer and Tax Collector
Note: Amounts do not include Tax Exempt Commercial Paper

**COUNTY OF LOS ANGELES
OUTSTANDING PRINCIPAL BY FUNDING SOURCE
AS OF JULY 1, 2024**

Title	Total Outstanding Principal	General Fund	Hospital Enterprise Fund	Courthouse Construction Fund	Special Districts / Special Funds
Long-Term Obligations					
2010 Lease Revenue Bonds, Series B (Taxable):					
Coroners Expansion/ Refurbishment	\$ 22,300,901	\$ 22,300,901			
Patriotic Hall Renovation	36,011,934	36,011,934			
Hall of Justice Rehabilitation	185,912,251	185,912,251			
Olive View Medical Center ER/TB Unit	41,495,152		\$ 41,495,152		
Olive View Medical Center Seismic	17,094,375		17,094,375		
Harbor/UCLA Surgery/ Emergency	260,027,969		260,027,969		
Harbor/UCLA Seismic Retrofit	40,097,418		40,097,418		
Total 2010 Lease Revenue Bonds, Serie B (Taxable)	\$ 602,940,000	\$ 244,225,086	\$ 358,714,914	\$ 0	\$ 0
2011 High Desert Solar Complex (Taxable)	\$ 1,531,795	\$ 1,531,795			
2015 Lease Revenue Bonds, Series A					
Zev Yaroslavsky Family Support Center	\$ 119,575,000	\$ 119,575,000			
Manhattan Beach Library	10,505,000				\$ 10,505,000
Total 2015 Lease Revenue Bonds, Series A	\$ 130,080,000	\$ 119,575,000	\$ 0	\$ 0	\$ 10,505,000
2015 Lease Revenue Refunding Bonds, Series B					
LAX Area Courthouse	\$ 50,660,000			\$ 50,660,000	
Chatsworth Courthouse	42,490,000			42,490,000	
Total 2015 Lease Revenue Refunding Bonds, Series B	\$ 93,150,000	\$ 0	\$ 0	\$ 93,150,000	\$ 0
2015 Lease Revenue Refunding Bonds, Series C					
Michael D. Antonovich Antelope Valley Courthouse	\$ 3,980,000			\$ 3,980,000	
2016 Lease Revenue Bonds, Series D					
Martin Luther King Inpatient Tower	\$ 221,220,000	\$ 221,220,000			
2018 Lease Revenue Bonds					
Vermont Corridor Administration Building, Series A	\$ 292,005,000	\$ 292,005,000			
2019 Lease Revenue Bonds, Series E-1					
East Antelope Valley Animal Shelter	\$ 12,595,000	\$ 12,595,000			
Probation Department Building	19,190,000	19,190,000			
Music Center Plaza	16,975,000	16,975,000			
Rancho Los Amigos NRC	150,850,000		\$ 150,850,000		
Fire Station 143	5,465,000				\$ 5,465,000
Total 2019 Lease Revenue Bonds, Series E-1	\$ 205,075,000	\$ 48,760,000	\$ 150,850,000	\$ 0	\$ 5,465,000
2019 Lease Revenue Bonds, Series E-2					
MLK Medical Campus Parking Structure	\$ 30,275,000		\$ 30,275,000		
2020 Lease Revenue Bonds					
LACMA Buildings	\$ 345,365,000	\$ 345,365,000			
2021 Lease Revenue Bonds, Series F					
LAC+USC Medical Center Recuperative Care Center	\$ 12,980,000		\$ 12,980,000		
MLK Behavioral Health Center Renovation	198,135,000		198,135,000		
MLK Central Plan/Hospital Service Building	2,610,000		2,610,000		
Olive View Campus Recuperative Care Center	13,360,000		13,360,000		
Rancho Los Amigos Recuperative Care Center	15,120,000		15,120,000		
Fire Station 104	9,625,000				\$ 9,625,000
Total 2021 Lease Revenue Bonds, Series F	\$ 251,830,000	\$ 0	\$ 242,205,000	\$ 0	\$ 9,625,000
2022 Lease Revenue Refunding Bonds, Series G (Forward Delivery)					
High Desert Multi Service Ambulatory Care Center	\$ 85,860,000		\$ 85,860,000		
MLK Multi Service Ambulatory Care Center	104,530,000		104,530,000		
MLK Data Center	3,270,000		3,270,000		
Fire Station 128	2,810,000				\$ 2,810,000
Fire Station 132	4,610,000				4,610,000
Fire Station 150	7,075,000				7,075,000
Fire Station 156	4,190,000				4,190,000
Total 2022 Lease Revenue Refunding Bonds, Series G	\$ 212,345,000	\$ 0	\$ 193,660,000	\$ 0	\$ 18,685,000
2022 Lease Revenue Refunding Bonds (Vermont Manchester)	\$ 49,335,000	\$ 49,335,000			
Total Long-Term Obligations	\$ 2,439,131,795	\$ 1,322,016,881	\$ 975,704,914	\$ 97,130,000	\$ 44,280,000
Total Obligations	\$ 2,439,131,795	\$ 1,322,016,881	\$ 975,704,914	\$ 97,130,000	\$ 44,280,000

Source: Los Angeles County Treasurer and Tax Collector
Note: Amounts do not include Tax Exempt Commercial Paper

COUNTY OF LOS ANGELES
SUMMARY OF OUTSTANDING GENERAL FUND AND SPECIAL FUND OBLIGATIONS
AS OF JULY 1, 2024

Title	Outstanding Principal	Total Future Payments	2024-25 FY Payment Remaining
Long-Term Obligations			
Long-Term Capital Projects			
2010 Lease Revenue Bonds, Series B (Taxable)	\$ 602,940,000	\$ 868,045,904	(1) \$ 51,186,240
2011 High Desert Solar Complex (Taxable)	1,531,795	1,567,647	(1) 396,261
2015 Lease Revenue Bonds, Series A	130,080,000	210,086,500	10,004,250
2015 Lease Revenue Refunding Bonds, Series B	93,150,000	114,588,500	10,917,000
2015 Lease Revenue Refunding Bonds, Series C	3,980,000	4,054,366	4,054,366
2016 Lease Revenue Bonds, Series D	221,220,000	349,908,628	15,904,844
2018 Lease Revenue Bonds, Series A	292,005,000	519,406,725	19,304,200
2019 Lease Revenue Bonds, Series E-1	205,075,000	366,426,625	14,095,250
2019 Lease Revenue Bonds, Series E-2	30,275,000	53,887,050	2,072,675
2020 Lease Revenue Bonds	345,365,000	557,081,850	20,633,500
2021 Lease Revenue Bonds, Series F	251,830,000	404,971,053	14,461,844
2022 Lease Revenue Bonds, Series G (Forward Delivery)	212,345,000	328,892,625	17,315,500
2022 Lease Revenue Refunding Bonds (Vermont Manchester)	49,335,000	67,941,275	4,851,775
Total Long-Term Obligations	\$ 2,439,131,795	\$ 3,846,858,749	\$ 185,197,704

COPs = Certificates of Participation

(1) Total Future Payments reflects the County's net future payment obligation after receipt of a Federal interest subsidy authorized by the American Recovery and Reinvestment Act (ARRA) of 2009.

Source: Los Angeles County Treasurer and Tax Collector
 Note: Amounts do not include Tax Exempt Commercial Paper

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COUNTY OF LOS ANGELES		
ESTIMATED OVERLAPPING DEBT STATEMENT AS OF JULY 1, 2024		
2023-24 Assessed Valuation: \$2,031,101,647,419: (includes unitary valuation)		
	Applicable %	Debt as of 7/1/24
DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		
Metropolitan Water District	48.221 %	\$ 8,781,044
Los Angeles Community College District	100.000	5,155,845,000
Other Community College Districts	Various (1)	4,713,312,693
Arcadia Unified School District	100.000	247,145,000
Beverly Hills Unified School District	100.000	616,937,917
Glendale Unified School District	100.000	322,570,563
Long Beach Unified School District	100.000	1,718,791,399
Los Angeles Unified School District	100.000	10,067,570,000
Pasadena Unified School District	100.000	363,215,000
Pomona Unified School District	100.000	442,151,336
Redondo Beach Unified School District	100.000	195,066,803
Santa Monica-Malibu Unified School District	100.000	1,003,510,000
Torrance Unified School District	100.000	418,104,130
Other Unified School Districts	Various (1)	4,986,576,674
High School and School Districts	Various (1)	2,587,735,078
City of Los Angeles	100.000	948,610,000
City of Industry	100.000	9,835,000
Other Cities	100.000	35,482,440
Community Facilities Districts	100.000	741,005,007
1915 Act and Benefit Assessment Bonds - Estimate	100.000	99,303,019
TOTAL GROSS OVERLAPPING TAX AND ASSESSMENT DEBT		\$ 34,681,548,103
Less: Los Angeles Unified School District economically defeased general obligation bonds		(299,495,000)
TOTAL NET OVERLAPPING TAX AND ASSESSMENT DEBT		\$ 34,382,053,103
DIRECT AND OVERLAPPING GENERAL FUND DEBT		
Los Angeles County General Fund Obligations	100.000 %	\$ 2,479,229,730
Los Angeles County Office of Education Certificates of Participation	100.000	2,857,300
Community College District Certificates of Participation	Various (2)	43,009,602
Baldwin Park Unified School District Certificates of Participation	100.000	27,950,000
Compton Unified School District Certificates of Participation	100.000	21,965,000
Los Angeles Unified School District Certificates of Participation	100.000	471,590,000
Paramount Unified School District Certificates of Participation	100.000	18,904,000
Other Unified School District Certificates of Participation	Various (2)	168,086,391
High School and Elementary School District General Fund Obligations	Various (2)	155,565,939
City of Beverly Hills General Fund Obligations	100.000	62,565,000
City of Los Angeles General Fund	100.000	1,339,426,819
City of Long Beach General Fund Obligations	100.000	131,725,000
City of Pasadena General Fund Obligations	100.000	363,078,265
City of Pasadena Pension Obligations Bonds	100.000	128,115,000
Other Cities' General Fund Obligations	100.000	4,234,775,821
TOTAL GROSS DIRECT AND OVERLAPPING GENERAL FUND DEBT		\$ 9,648,843,867
Less: Cities		(418,333,462)
TOTAL NET DIRECT AND OVERLAPPING GENERAL FUND DEBT		\$ 9,230,510,405
OVERLAPPING TAX INCREMENT DEBT: (Successor Agencies):		\$ 1,592,445,376
TOTAL DIRECT DEBT		\$ 2,479,229,730
TOTAL GROSS OVERLAPPING DEBT		\$ 43,443,607,616
TOTAL NET OVERLAPPING DEBT		\$ 42,725,779,154
GROSS COMBINED TOTAL DEBT		\$ 45,922,837,346 (3)
NET COMBINED TOTAL DEBT		\$ 45,205,008,884
<p>(1) All 100%, or almost 100%, except for Antelope Valley Joint Union High School and Community College District, Fullerton Union High School District, Las Virgenes Joint Unified School District, North Orange County Joint Community College District, and the schools and special districts included in them.</p> <p>(2) All 100%, or almost 100%, except for Fullerton Union High School District, Las Virgenes Joint Unified School District, Snowline Joint Unified School District, Victor Valley Joint Community College District, and the schools and special districts included in them.</p> <p>(3) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations. Except for Los Angeles Unified School District Qualified Zone Academy Bonds (QZABs) are included based on principal due at maturity.</p>		
RATIOS TO 2023-24 ASSESSED VALUATION		
Total Gross Overlapping Tax and Assessment Debt	1.71 %	
Total Net Overlapping Tax and Assessment Debt	1.69 %	
Total Gross Direct Debt (\$2,481,019,730)	0.12 %	
Gross Combined Total Debt	2.26 %	
Net Combined Total Debt	2.23 %	
Ratios to Redevelopment Successor Agency Incremental Valuation (\$282,438,506,050):		
Total Overlapping Tax Increment Debt	0.56 %	
Source: California Municipal Statistics. The above report is included for general information purposes only. The County has not reviewed the debt report for completeness or accuracy and makes no representations in connection therewith.		

ECONOMIC AND DEMOGRAPHIC INFORMATION

This portion of Appendix A contains general information concerning the historic economic and demographic conditions in the County. The information was obtained from the sources indicated and is limited to the time periods indicated. The information is historic in nature and reflects information available as of its dated date, and it is not possible at this time to predict whether the trends shown will continue in the future. The County makes no representation as to the accuracy or completeness of data obtained from parties other than the County. In particular, certain of the information provided in this Section predates the COVID-19 pandemic. See "Certain Risks – Financial Conditions in Local, State and National Economies."

Economic Overview

With a 2023 gross product projection of \$807 billion, Los Angeles County's economy is larger than that of 44 states and all but 21 countries. The County serves as the central trade district for the western United States and the U.S. gateway to the Asian economies, as it has evolved into a leader in international commerce and investments. The County's economy experienced steady growth in 2023 with an increase in economic output of 2.2%, as measured by Gross Product. However, during the same year, the County experienced a decline in total taxable sales of 3.0%.

The County's unemployment rate averaged 5% in 2023, which was unchanged from 2022. The recovery from the COVID-19 pandemic resulted in significant decrease in unemployment across key industries, including leisure and hospitality, professional and business services, education and health services, trade, transportation, and utilities, and other sectors. In 2024 and 2025, the job market is expected to decline with a projected unemployment rate of 5.4% and 5.6%, respectively.

During Fiscal Year 2016-17, voters approved various State and local ballot measures that generated approximately \$151.0 billion in funding for capital infrastructure and public services in the County. In the June and November 2016 elections, the voters in school and community college districts passed over \$9.4 billion in general obligation bond measures supported by ad valorem taxes to finance new capital construction and improvement projects, with an average approval rate of over 73%. As of December 31, 2023, K-12 schools and community college districts in the County had approximately \$24.1 billion of previously authorized, but unissued bond capacity. The Measure A parcel tax, which was approved by voters in November 2016, is expected to generate approximately \$94 million per year for the County's local parks, beaches, and open space areas, and will replace the expiring funding from voter approved Propositions A in 1992 and 1996.

The increase in sales tax revenue resulting from the 2008 voter-approved Measure R and the corresponding 2016 voter-approved Measure M will continue to provide funding for major highway and transit projects throughout the County. Measure M provides an indefinite extension of the increase in sales tax revenue approved by voters through Measure R, which was originally set to expire on July 1, 2039. Measure M is projected to generate \$120.0 million of sales tax revenue annually over the next 40 years for the Los Angeles County Metropolitan Transportation Authority ("MTA") to finance new transportation infrastructure projects.

On March 7, 2017, the voters approved Measure H authorizing a one-quarter percent (0.25%) County sales tax for ten years in order to fund homeless services and prevention. The increase in sales tax revenue resulting from the voter-approved Measure H provides funding to prevent and combat homelessness within the County. Measure H was projected to generate approximately \$355 million of sales tax revenue per year for the County. In 2023, Measure H revenues exceeded the initial projection, resulting in over \$537 million in sales tax revenues for the year.

On November 6, 2018, voters passed Measure W authorizing the Los Angeles County Flood Control District to levy a special tax annually at the rate of 2.5 cents per square foot of impermeable area to assist in the capture of stormwater and related pollution clean-up. This Measure is projected to generate approximately \$300 million in tax revenue per year for the County until ended by voters (no sunset clause).

In addition, hospitals throughout the County are engaged in building programs to meet stricter earthquake standards and other regulatory requirements. These major construction projects, combined with the terminal expansions under way at the two primary seaports (Port of Los Angeles and Port of Long Beach), the expansion of the Los Angeles International Airport ("LAX"), and the expansion of the Metro Light Rail System have provided continued support to the job market in the County.

In terms of its industrial base, diversity continues to be the County's greatest strength, with health care, wholesale and retail trade, leisure and hospitality and manufacturing being the leading employment sectors in the private economy. The Los Angeles Customs District ("LACD"), which includes LAX, Port Hueneme, Port of Los Angeles, and the Port of Long Beach, is the largest customs district in the nation. The two major seaports (Port of Los Angeles and Port of Long Beach) encompass the largest port complex in the nation as measured by cargo tonnage and the number of containers handled and is ranked as the ninth largest among the world's port facilities. The Los Angeles region is the largest manufacturing center in the nation, with 318,500 workers employed in this sector in 2023.

Higher Education

The County is home to an extensive education system, with 83 colleges and university campuses, including UCLA; 5 state university campuses; 21 community colleges; prestigious private universities such as USC, Occidental College and the Claremont Colleges; religious-affiliated universities such as Pepperdine, Azusa Pacific, and Biola; renowned technology schools such as the California Institute of Technology and the affiliated Jet Propulsion Laboratory; and specialized institutions such as the California Institute of the Arts, the Art Center College of Design, the Fashion Institute of Design and Merchandising, and the Otis College of Art and Design.

Culture

The County is the cultural center of the western United States and has been referred to as the "entertainment capital of the world", offering world-class museums, theaters, and music venues. The County is home to the world's leading movie studios, television networks, recording studios, video game developers, publishers and artists, creating one of the largest centers for art and entertainment activity in the nation.

The Performing Arts Center of Los Angeles County, which includes the Dorothy Chandler Pavilion, Ahmanson Theater, Mark Taper Forum, and Walt Disney Concert Hall, is one of the three largest performing art venues in the nation. The County features more musical and theatrical productions and has more weekly openings than most major cities in the world. The County is home to the Los Angeles Philharmonic Orchestra, which is recognized as one of the finest symphony orchestras in the world.

The County has among the largest number of museums per capita relative to other large metropolitan areas in the world. The area's museums showcase some of the world's finest collections of art, sculpture, manuscripts, and antiquities; as well as provide a historical overview of the area's ethnic heritage and experience. Major institutions include LACMA, the Natural History Museum of Los Angeles County, the Norton Simon Museum, the J. Paul Getty Museum, the Museum of Contemporary Art, the Huntington Library, and the Broad Museum of Contemporary Art. A major construction project is currently underway on the LACMA campus to build a new museum facility to house LACMA's permanent art collection. The new \$700 million museum facility is expected to be completed by the end of 2024. The Broad Museum is located adjacent to the iconic Walt Disney Concert Hall and has helped to further strengthen and establish downtown Los Angeles as a premiere cultural destination on the west coast.

In March 2018, the Lucas Museum of Narrative Art in Exposition Park broke ground on a new museum facility. The \$1.5 billion museum facility was co-founded by George Lucas, and will include an art exhibition space, archive, library, an expansive lobby, classrooms, two state-of-the-art theaters, a museum shop, and a café. The new museum, which is scheduled to open in 2025, is located directly across the street from the University of Southern California and west of the Natural History Museum.

The Academy Museum of Motion Pictures opened in the Miracle Mile district of Los Angeles in September 2021. The \$482 million facility is the nation's first large-scale museum dedicated to the art, science, craft, business, and history of film. The 300,000 square-foot museum includes galleries, two theaters, an active education studio, an outdoor piazza, a rooftop terrace with views of the Hollywood Hills, and several spaces for special events and restaurants.

Sports and Recreation

With its geographic size, topography, mild climate, and an average of 329 days of sunshine per year, the County offers a full spectrum of recreational activities that are enjoyed by residents and visitors on a year-round basis. The County owns and maintains the world's largest man-made recreational harbor at Marina del Rey, and manages over 183 parks, including a network of 9 regional parks, 38 neighborhood parks, 20 community parks, 15 wildlife sanctuaries, 10 nature centers, 36 public swimming pools, over 200 miles of horse, biking and hiking trails, natural habitat and the world's largest public golf course system. Each year, millions of people visit the County's 25 miles of public beaches stretching along its 75-mile coastline, with bike enthusiasts able to enjoy the County's 22-mile beach bikeway.

Millions of visitors continue to enjoy the County's multitude of amusement parks, zoos, museums, theaters, sporting venues, motion picture and television studios, parklands, and world-renowned restaurants and retail centers. In addition, the County is the host to several major annual events such as the January 1st Rose Parade & Rose Bowl game, Long Beach Grand Prix, Grammy Awards, and the Academy Awards. Los Angeles County

has been a prior host to major sporting events such as the Summer Olympics, the World Cup, X Games, BCS College Football National Championship, and the Super Bowl.

In January 2016, National Football League (NFL) team owners voted to allow the St. Louis Rams to move to Los Angeles for the 2016 NFL season. A year later, NFL team owners voted to allow the San Diego Chargers to relocate to Los Angeles for the 2017 NFL season. After nearly four years of construction, the SoFi Stadium was completed in September 2020 at a cost of \$4.963 billion. The 298-acre facility located in the City of Inglewood features a stadium with a translucent roof with seating for 70,240 spectators, and the ability to expand an additional 30,000 seats for special events. The venue is home to the Los Angeles Rams and Los Angeles Chargers and hosted the 56th Super Bowl in February 2022. SoFi Stadium hosted the College Football Championship Game in 2023 and will host the Opening and Closing Ceremonies of the Olympic Games in 2028. The new stadium is part of a larger privately financed multibillion-dollar entertainment, retail and housing complex located on the former site of Hollywood Park.

In July 2017, the International Olympic Committee announced that the City of Los Angeles will host the 2028 Summer Olympics. The Los Angeles region secured \$900 million in federal infrastructure funding to improve mobility and upgrade transportation infrastructure ahead of the 2028 Olympics. LA Metro will receive \$709.9 million from the Bipartisan Infrastructure Law and the Fiscal Year 2024 Transportation Spending Law for the development of East San Fernando Valley Light Rail Transit Project and sections two and three of the D Line Subway Extension Project. Other federal grant funding will be used for street and transit infrastructure, traffic safety and improve connections between neighborhoods.

This will be the third time that Los Angeles has hosted the Summer Olympics, with the previous occasions occurring in 1932 and 1984. A 2017 study prepared by Beacon Economics and the University of California Riverside estimated that the Olympic Games will have a significant economic impact to the regional economy, with an estimated \$9.6 billion in visitor spending generating approximately \$152 million to \$167 million of additional tax revenues.

On April 18, 2018, a new soccer stadium in Exposition Park was opened to the public. This Gensler-designed BMO Stadium seats 22,000 and is the home stadium to the Major League Soccer franchise the Los Angeles Football Club and the National Women's Soccer League's Angel City. This \$350 million facility also includes shops, restaurants, and conference space.

In September 2021, the Los Angeles Clippers broke ground on their future home in the City of Inglewood. The Intuit Dome, a \$1.8 billion arena, is scheduled to open in August 2024 in time for the 2024-25 NBA basketball season. The 18,000-capacity arena will include an 80,000 sq. ft. plaza, featuring bars, restaurants, a team store and a regulation-size basketball court for use by local youth leagues, AAU tournaments and to host community and charity events.

Population

The County is the most populous county in the U.S. with over 9.7 million people estimated to be residing within its borders. The 2023 population count experienced a minor decrease from 2022, and reflects the continuation of a multi-year trend of gradually declining population numbers, as reflected in Table C. The

County's population makes it equivalent to the eleventh largest state in the nation and accounts for approximately 25.1% of the total population of California. According to the U.S. Census Bureau's demographic profile, the County's population is comprised of 49% Hispanic, 25.2% White, 15.8% Asian, 9% African American and 1% other. The County is home to the highest number of foreign-born residents in the nation and has the largest population of persons of Chinese, Filipino, Japanese, Korean, Mexican, Salvadoran, and Thai descent outside their native countries, with more than 220 languages and cultures represented across the County. With 95 consulates, the County has a larger consular corps than any other U.S. city outside of Washington D.C. and New York City. It is estimated that 80.3% of the adult population has a high school diploma or higher, and 34.6% has a bachelor's degree or higher. Table B illustrates the historical population levels for the County.

Employment

Since the 2008 economic downturn, which had a significant adverse impact on the local economy, the County experienced a steady recovery in the job market from 2010 to 2019. The average unemployment rate increased from 5.1% in 2007 to 12.5% in 2010 but experienced a steady improvement over the next nine years to a cyclical low of 4.5% in 2019. In comparison, the average unemployment rates for the State of California and the United States in 2019 were 4.1% and 3.7%, respectively. As a result of the COVID-19 pandemic, the County experienced significant job losses in 2020, with the unemployment rate increasing to 13.6%. In 2022, the County's unemployment rate experienced significant improvement, falling to 5%, and holding steady at the same level in 2023. The County's employment outlook is projected to decline over the next two years, with the unemployment rate increasing to 5.4% in 2024 and 5.6% in 2025. Table E details the County's historical unemployment rates from 2019 through 2023. Table F details the non-agricultural employment statistics by sector for the County from 2019 through 2023.

Personal Income

Total personal income in the County increased by an estimated 1.6% in 2023. The 2023 total personal income of \$732.3 billion represents an estimated 24.3% of the total personal income generated in California. Based on current projections, personal income is expected to increase by 2.8% in 2024 and 3.2% in 2025. Table C provides a summary of the personal income statistics for the County from 2019 through 2023.

Consumer Spending

As the most populous county in the nation with a vibrant and diverse economy, the County is recognized as a national leader in consumer spending. As a result of the COVID-19 pandemic, total taxable sales in the County decreased by 8.5% in 2020. As the local economy began to recover from the COVID-19 pandemic, the County's total taxable sales increased by 11.0% in 2022. In 2023, the County's total taxable sales decreased by 3%. The \$207.4 billion of total estimated taxable sales in the County for 2023 represents 22.3% of the total taxable sales in California, which underscores the significant importance of the County to the economic health of California. Table D provides a summary of total taxable sales activity in the County from 2019 through 2023.

Industry

With an estimated annual economic output of \$807 billion in 2023, the County continues to rank among the world's largest

economies. The County's 2023 Gross Product represents approximately 25% of the total economic output in California and 2.9% of the Gross Product of the United States. The County's business environment is distinguished by its diversity and balance, and it is recognized as a world leader in technology, electronics, energy, communications, and entertainment. The top industries in the manufacturing sector include computer and electronics, apparel, transportation equipment, fabricated metal products, and food. Table A provides the Gross Product statistics for the County from 2019 through 2023.

International Trade

Due to its strategic location, broad transportation network and extensive cargo facilities, the County has become the leading center of international trade in the United States and the gateway to trade with the Pacific Rim. The County's airports and extensive port facilities serve as the gateway for the Southern California region's thriving international trade. As a result of the global economic downturn caused by the COVID-19 pandemic, the value of international trade processed through the LACD decreased by 5.4% from \$427.4 billion in 2019 to \$404.5 billion in 2020. As a result of improving economic conditions in 2022, the LACD experienced a significant increase in trade volume, handling approximately \$524.1 billion worth of international trade. However, due to supply chain and labor-related issues at west coast ports in 2023, the LACD experienced a significant decline in trade volume, handling approximately \$467.9 billion worth of international trade, which represents a 10.7% decrease from 2022.

Transportation and Infrastructure

The County is one of the world's largest transportation centers. The region's ports, airports, integrated rail and highway facilities are part of an extensive transportation infrastructure that provides valuable service to residents, visitors, and industry.

Airports and Harbors

All transcontinental airlines and many international carriers serve the Los Angeles area through major air terminals at LAX, Long Beach Airport and the Bob Hope Airport in Burbank. LAX is ranked as the sixth busiest airport in the world and fifth in the United States for passenger traffic. In 2020, due to travel restrictions related to the COVID-19 pandemic, LAX served 28.8 million passengers, representing a 67.3% decrease from the previous year. As travel restrictions eased, LAX served 75.1 million passengers in 2023, representing a 160.8% increase from 2020, and 13.8% increase from 2022. The 2.29 million tons of air cargo handled at LAX in 2023, represents a decrease of 7.14% from 2020 levels, and a decrease of 16.9% from 2022. The \$15 billion capital improvement project currently underway at LAX is expected to generate approximately 121,000 local jobs and is projected to last through 2028. On May 2, 2016, the Bob Hope Airport changed its branding name to Hollywood Burbank Airport to increase name recognition outside of Southern California. The Hollywood Burbank Airport is currently in the process of replacing its 14-gate terminal with a new state of the art facility. Construction was originally expected to begin on the replacement terminal in the first quarter of 2021, but the project was temporarily placed on hold due to the COVID-19 pandemic. The Airport Commission reinstated the project in August 2021, with the new terminal expected to be completed in the fourth quarter of 2026.

The Ports of Los Angeles and Long Beach are adjacent ports that encompass the nation's largest port complex in terms of annual

cargo tonnage and container volume. The combined Los Angeles/Long Beach port complex has been one of the fastest growing port facilities in the United States and is the busiest port complex in the U.S. and western hemisphere, and the tenth busiest in the world. The port complex is a powerful economic force in the region, with a direct connection to hundreds of thousands of jobs in Southern California and billions of dollars in state and local tax revenue. The combined port complex handled 16.6 million TEUs in 2023, which represents a 12.6% decrease in container volume from 2022.

The Port of Los Angeles is one of the largest man-made harbors in the world. In 2022, it was ranked as the busiest container port in the United States and the seventeenth (17th) busiest in the world, as measured by annual container volume. The Port of Los Angeles covers over 7,500 acres and includes 43 miles of waterfront. The Port has 27 passenger and cargo terminals, including facilities to handle automobiles, containers, dry bulk and liquid bulk products. In 2023, the Port handled 8.6 million TEUs, which represents a decrease of 12.93% in container volume from 2022.

The Port of Long Beach is also among the world's busiest container ports and was ranked behind the Port of Los Angeles as the second busiest port in the nation, and the nineteenth (19th) busiest in the world in 2022. The Port of Long Beach covers 3,520 acres with 10 separate piers, 80 berths, 72 cranes and 22 shipping terminals. In 2023, the port handled 8.0 million TEUs of container cargo, which represents a decrease of 12.21% from 2022.

The Ports of Los Angeles and Long Beach are currently in the process of major ongoing expansion programs that are expected to facilitate further growth and expansion of trade activity. The expansion of port facilities will have a positive future economic impact on the region through the creation of new jobs in the trade-related sectors of the local economy. The various expansion related projects will enable the region to more effectively manage higher volumes of imports and exports and provide a faster and more efficient system for the transportation of cargo from the port complex to markets nationwide.

Metro System

The Metro System is a multi-modal and integrated passenger transportation system that provides service to the greater Los Angeles area. With over 272 million in annual boardings, the Metro System is the ninth (9th) busiest public transportation systems in the U.S. The Metro System was designed to meet the travel needs of the area's diverse population centers through a variety of transportation services that will be implemented over a 30-year period. The integrated Metro System is administered and operated by the Los Angeles County Metropolitan Transportation Authority (the "MTA"), which is responsible for the planning, design, construction and operation of the public transportation system for the County.

The Fiscal Year 2023-24 operating budget for the MTA is \$9 billion, which is funded primarily through voter approved State and local sales taxes, State gasoline taxes, and various Federal, State and local grants. The MTA is currently working on approximately \$19.5 billion of multiple transportation infrastructure projects. Some of the noteworthy MTA projects include the Airport Rail Connector and Green Line Extension; East San Fernando Valley Transit Corridor; Gold Line Rail Extension; Purple Line Rail Subway Extension; West Santa Anita Light Rail Corridor; Orange Line BRT Improvements; South Bay Green Line Rail Extension and the Crenshaw/LAX Light Rail Extension.

Visitor and Convention Business

Tens of millions of visitors travel to Southern California each year, providing a significant contribution to the County's economy. Recently constructed hotels in downtown Los Angeles, Beverly Hills and Hollywood are expected to attract additional business and leisure travelers to the County. In 2022, the Los Angeles region hosted 46 million visitors. The Los Angeles region is estimated to have recovered 99% of 2019 levels with 50.3 million visitors in 2023.

Real Estate and Construction

After enduring the adverse effects of the economic downturn starting in late 2007, the County's residential housing market has experienced a strong and steady recovery from 2012 to 2023. The average median price for new and existing homes, decreased by nearly 46% from a peak of \$532,281 in 2007 to a cyclical low of \$290,015 in January 2012. However, the real estate market stabilized in 2012 and has continued to experience strong growth, with an increase in the average median home price of 200% from 2012 to 2023.

In 2023, the residential real estate market continued to experience steady growth, as the average median home price increased by 2.8% to \$867,969 from 2022. Due to rising interest rates, new and existing home sales decreased by 35.6% from 88,679 in 2022 to 57,138 in 2023. After a record high of 105,433 in 2009, notices of default recorded decreased by 96.6% to 3,567 in 2021. Notices of default recorded increased in 2023 to 7,786, which represents a 7.9% increase from 2022. Foreclosures, as measured by the number of trustees deeds recorded, experienced a significant decrease of approximately 98% from a cyclical high of 39,774 in 2008 to 774 in 2022. The number of trustees deeds recorded increased in 2023 to 881, which represents a 13.8% increase from 2022.

Despite the severe downturn in the housing market from 2007 to 2011, the County has maintained stable assessed valuations. The stability of the property tax base is primarily due to the significant amount of "stored value" in the secured property tax roll as a result of Proposition 13. For Fiscal Year 2023-24, the Assessor reported a Net Local Roll of \$1.997 trillion, which represents an increase of 5.91% or \$111.451 billion from Fiscal Year 2022-23. The Fiscal Year 2022-23 Net Local Roll represents the largest revenue-producing valuation in the history of the County, and the thirteenth consecutive year of assessed valuation growth. The largest factors contributing to the increase in assessed valuation are transfers in ownership (\$67.438 billion) and an increase in the consumer price index (\$36.738 billion). For Fiscal Year 2024-25, the County Assessor is projecting an increase in the Net Local Roll of 4.75% from Fiscal Year 2023-24.

The industrial market vacancy rates increased from 0.9% in 2022 to 3.4% in 2023. Office market vacancy rates increased from 20.8% in 2022 to 22.8% in 2023, which is still significantly higher than the 9.7% rate in 2007, prior to the previous economic downturn.

On June 23, 2017, the InterContinental hotel in the Wilshire Grand Center in Downtown Los Angeles opened after several years of construction. The 73-story, 1,100-foot-tall structure, which includes an InterContinental hotel, office space and condominiums, represents a \$1.35 billion private investment in Downtown Los Angeles. In August 2017, the University of Southern California completed a \$700 million mixed-use complex adjacent to its main campus, which is located just south of

Downtown Los Angeles. The 1.2 million-square foot complex includes seven residential halls, a 30,000 square-foot fitness center, and is home to commercial tenants such as Trader Joe's, Target and CVS. In June 2022, The Grand LA opened after several years of construction. The \$1 billion mixed-use development project designed by Frank Gehry includes a 45-story residential tower with more than 500 luxury residence, a 20-story, 305-room Conrad Los Angeles Hotel, 12,000 square feet of meeting rooms, facilities and ballrooms, and 27,000 square feet of restaurants, lounges, and outdoor amenities.

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GROSS PRODUCT

POPULATION LEVELS

TOTAL PERSONAL INCOME

TOTAL TAXABLE SALES

UNEMPLOYMENT RATES

AVERAGE ANNUAL EMPLOYMENT

SUMMARY OF AIRPORT AND PORT ACTIVITY

VALUE OF INTERNATIONAL TRADE AT MAJOR U.S. CUSTOMS DISTRICTS

TOTAL TONNAGE OF MAJOR WEST COAST PORTS

TOTAL CONTAINER TRAFFIC AT MAJOR U.S. PORTS

REAL ESTATE AND CONSTRUCTION INDICATORS

BUILDING PERMITS AND VALUATIONS

LARGEST PRIVATE SECTOR EMPLOYERS

DRAFT

TABLE A: GROSS PRODUCT OF LOS ANGELES COUNTY (in billions of \$)

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023*</u>
Los Angeles County	\$767	\$729	\$774	\$790	\$807
State of California	2,963	2,925	3,146	3,167	3,233
United States	<u>21,521</u>	<u>21,323</u>	<u>23,594</u>	<u>25,744</u>	<u>27,631</u>
Los Angeles County as a % of California	25.9%	24.9%	24.6%	24.9%	25.0%

Source: Los Angeles County Economic Development Corporation; Bureau of Economic Analysis-US Department of Commerce
 * 2023 Los Angeles County GDP values are annual projections

TABLE B: POPULATION LEVELS (in thousands)

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Los Angeles County	10,163	10,014	9,942	9,835	9,761
State of California	<u>39,605</u>	<u>39,538</u>	<u>39,287</u>	<u>39,079</u>	<u>38,940</u>
Los Angeles County as a % of California	25.7%	25.3%	25.3%	25.2%	25.1%

Source: Los Angeles County Economic Development Corporation

TABLE C: TOTAL PERSONAL INCOME: HISTORICAL SUMMARY BY COUNTY (in millions of \$)

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023*</u>
Los Angeles County	628,932	673,306	720,047	720,741	732,272
Orange County	221,692	240,734	257,834	263,290	264,343
San Diego County	204,585	222,584	240,246	243,506	254,782
Riverside County	103,614	116,940	126,261	127,196	126,942
San Bernardino County	89,182	100,360	108,700	108,082	109,595
Ventura County	53,164	57,575	62,555	63,590	63,781
State of California	<u>2,537,951</u>	<u>2,767,521</u>	<u>3,013,677</u>	<u>3,006,647</u>	<u>3,012,661</u>
Los Angeles County as a % of California	24.8%	24.3%	23.9%	24.0%	24.3%

Source: Los Angeles County Economic Development Corporation
 * Based on 2023 projections

TABLE D: TOTAL TAXABLE SALES IN LOS ANGELES COUNTY (in millions of \$)

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Los Angeles County	172,314	157,738	192,524	213,717	207,351
State of California	<u>732,757</u>	<u>706,757</u>	<u>862,712</u>	<u>951,775</u>	<u>929,585</u>
Los Angeles County as a % of California	23.5%	22.3%	22.3%	22.5%	22.3%

Source: Los Angeles County Economic Development Corporation

TABLE E: UNEMPLOYMENT RATES

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Los Angeles County	4.5%	12.3%	9.0%	5.0%	5.0%
State of California	4.1%	10.1%	7.3%	4.3%	4.8%
United States	3.7%	8.1%	5.3%	3.6%	3.6%

Source: Los Angeles County Economic Development Corporation

TABLE F: ESTIMATED AVERAGE ANNUAL EMPLOYMENT IN LOS ANGELES COUNTY BY SECTOR**Non-Agricultural Wage and Salary Workers (in thousands)**

Employment Sector	2019	2020	2021	2022	2023
Health Care & Social Assistance	724.3	708.6	727.2	751.5	772.0
Wholesale & Retail Trade	635.0	577.3	598.9	607.0	598.9
Government	572.4	556.8	550.4	559.9	574.6
Leisure and Hospitality	545.7	392.5	433.3	510.3	525.6
Manufacturing	338.3	313.9	311.5	321.0	318.5
Professional Scientific & Technical Services	298.3	284.5	293.0	308.8	306.7
Administrative & Support & Waste Services	277.9	245.8	264.0	281.9	271.7
Information	206.1	184.1	205.1	232.5	203.4
Transportation, Warehousing & Utilities	207.5	202.7	208.5	218.1	211.0
Other	159.2	130.4	137.1	154.6	157.1
Construction	149.7	146.0	148.5	150.6	148.8
Educational Services	106.5	96.4	102.5	110.1	115.9
Finance & Insurance	134.5	130.6	127.3	124.8	120.8
Real Estate & Rental & Leasing	88.6	80.4	83.6	88.4	87.0
Management of Companies & Enterprises	62.7	59.4	61.9	61.3	62.1
Total	4,506.7	4,109.4	4,252.8	4,480.8	4,474.1

Source: Los Angeles County Economic Development Corporation; California Employment Development Department

Note: 2023 employment is annualized quarterly data

TABLE G: SUMMARY OF AIRPORT AND PORT ACTIVITY (in thousands)

Type of Activity	2019	2020	2021	2022	2023
International Air Cargo (Tons)					
Los Angeles International Airport	1,436.0	1,530.4	1,867.5	1,768.9	1,506.7
As Percentage of Total Air Cargo	62.08%	62.09%	62.79%	64.22%	65.83%
Total Air Cargo (Tons)					
Los Angeles International Airport	2,313.2	2,464.8	2,974.1	2,754.6	2,288.7
Long Beach Airport	21.1	15.7	14.9	14.4	13.1
Hollywood Burbank Airport	53.0	56.6	53.9	44.6	37.3
Total	2,387.4	2,537.1	3,042.9	2,813.5	2,339.1
International Air Passengers					
Los Angeles International Airport	25,696.3	6,421.7	7,965.3	16,520.1	22,223.9
As Percentage of Total Passengers	29.2%	22.3%	16.6%	25.1%	29.6%
Total Air Passengers					
Los Angeles International Airport	88,068.0	28,779.5	48,007.3	65,924.3	75,050.9
Long Beach Airport	3,584.2	1,043.8	2,104.1	3,242.8	3,739.3
Hollywood Burbank Airport	5,983.7	1,995.3	3,733.0	5,898.7	6,034.7
Total	97,636.0	31,818.6	53,844.3	75,065.9	84,824.9
Container Volume (TEUs)					
Port of Los Angeles	9,337.6	9,213.4	10,677.6	9,911.2	8,629.7
Port of Long Beach	7,632.0	8,113.3	9,384.4	9,133.7	8,018.7
Total	16,969.6	17,326.7	20,062.0	19,044.9	16,648.4

Source: Los Angeles World Airports; Hollywood Burbank Airport; Long Beach Airport; Port of Long Beach; Port of Los Angeles

TABLE H: VALUE OF INTERNATIONAL TRADE AT MAJOR CUSTOMS DISTRICTS (in millions of \$)

Customs District	2019	2020	2021	2022	2023
Los Angeles, CA*	\$427,395	\$404,484	\$478,351	\$524,074	\$467,881
New York, NY	381,305	395,170	466,177	521,087	484,838
Laredo, TX	324,045	291,417	354,749	412,731	436,963
Chicago, IL	255,222	268,579	343,318	388,009	365,407
Houston-Galveston, TX	235,371	194,412	273,361	390,137	362,582
Detroit, MI	263,025	227,084	267,665	301,652	314,108
New Orleans, LA	219,168	194,171	228,355	278,957	261,932
Savannah, GA	180,324	170,466	200,816	226,197	220,385
Cleveland, OH	151,193	149,320	168,063	187,189	173,676
Seattle, WA	143,047	111,205	140,585	156,908	146,789

Source: USA Trade Online

*Includes ports outside of LA County such as: Capitan, CA; Las Vegas, NV; March Inland Airport, CA; Meadows Field Airport, CA; Morro Bay, CA; Ontario International Airport, CA; Palm Springs Airport, CA; Port Hueneme, CA; Port San Luis, CA; San Bernardino International Airport, CA; Southern California Logistics Airport, CA; Ventura, CA

TABLE I: TOTAL TONNAGE OF MAJOR WEST COAST PORTS (in thousands)

Port	2019	2020	2021	2022	2023
Los Angeles-Long Beach, CA	217,958	213,643	234,536	222,745	202,353
Tacoma, WA	31,518	25,075	26,423	24,152	27,318
Oakland, CA	32,440	32,516	32,356	29,918	26,877
Seattle, WA	17,919	16,942	17,727	14,738	10,943
Longview/Kalama, WA	14,629	12,135	12,115	11,036	10,281
Portland, OR	12,661	11,112	12,749	12,256	10,800
Port Hueneme	6,370	5,821	6,885	8,055	7,889
San Diego, CA	5,333	3,943	4,350	4,698	4,968
Vancouver, WA	2,960	2,645	2,255	2,435	2,296

Source: Pacific Maritime Association, Annual Reports

TABLE J: TOTAL CONTAINER TRAFFIC AT MAJOR U.S. PORTS (TEUs in thousands)

Port	2019	2020	2021	2022	2023
Los Angeles-Long Beach, CA	16,970	17,327	20,062	19,045	16,648
New York-New Jersey, NY	7,471	7,586	8,986	9,494	7,810
Savannah, GA	4,599	4,682	5,613	5,892	4,938
Seattle-Tacoma, WA	3,775	3,320	3,736	3,384	2,237
Norfolk, VA	2,938	2,813	3,523	3,703	3,288
Houston, TX	2,990	2,989	3,453	3,975	3,835
Charleston, SC	2,436	2,310	2,751	2,792	2,482
Oakland, CA	2,500	2,461	2,448	2,337	2,066

Source: US Department of Transportation, Bureau of Transportation Statistics analysis; Port of Los Angeles; Port of Long Beach; The Port Authority of New York and New Jersey; Port of Oakland, Port of Virginia; The Northwest Seaport Alliance; Port of Houston Authority; South Carolina Ports

TABLE K: REAL ESTATE AND CONSTRUCTION INDICATORS IN LOS ANGELES COUNTY

Indicator	2019	2020	2021	2022	2023
1. New & Existing Median Home Prices	\$644,125	\$647,308	\$743,833	\$844,354	\$867,969
2. New & Existing Home Sales	78,323	72,484	94,832	88,679	57,138
3. Notices of Default Recorded	10,449	4,786	3,567	7,215	7,786
4. Office Market Vacancy Rates	14.0%	16.5%	19.1%	20.8%	22.8%
5. Industrial Market Vacancy Rates	2.4%	2.3%	0.7%	0.9%	3.4%

Source: CoreLogic, Newmark, and Colliers

TABLE L: BUILDING PERMITS AND VALUATIONS

	2019	2020	2021	2022	2023
Residential Building Permits					
1. New Residential Permits (Units)					
a. Single Family	5,738	6,219	7,338	8,301	6,504
b. Multi-Family	15,884	14,077	16,718	18,912	11,752
Total Residential Building Permits	21,622	20,296	24,056	27,213	18,256
Building Valuations					
2. Residential Building Valuations (in millions of \$)					
a. Single Family	\$1,967	\$1,877	\$2,089	\$2,180	\$1,681
b. Multi-Family	2,961	2,793	3,027	3,524	2,016
c. Alterations and Additions	1,626	1,017	909	1,423	1,401
Residential Building Valuations Subtotal	\$6,554	\$5,687	\$6,025	\$7,127	\$5,098
3. Non-Residential Building Valuations (in millions of \$)					
a. Office Buildings	\$475	\$242	\$162	\$70	\$80
b. Retail Buildings	1,338	897	170	879	607
c. Hotels and Motels	203	232	53	41	77
d. Industrial Buildings	64	32	28	25	138
e. Alterations	3,404	1,243	949	2,417	1,846
f. Other	1,105	879	508	752	1,319
Non-Residential Building Valuations Subtotal	\$6,589	\$3,525	\$1,870	\$4,184	\$4,067
Total Building Valuations (in millions)	\$13,143	\$9,212	\$7,895	\$11,311	\$9,165

Source: California Building Industry Association

TABLE M: LARGEST PRIVATE SECTOR EMPLOYERS IN LOS ANGELES COUNTY

Company (in order of 2023 Ranking)	Industry	Headquarters	No. of Employees	
			L.A. County	Total
1 Kaiser Permanente	Health Care Provider	Oakland, CA	44,769	226,539
2 University of Southern California	Education-Private University	Los Angeles, CA	23,227	23,990
3 Northrop Grumman Corp.	Aerospace/Defense Contractor	Falls Church, VA	18,000	95,000
4 Cedars-Sinai	Health Care	Los Angeles, CA	16,730	18,114
5 Allied Universal	Security Professional and Safety Services	Santa Ana, CA	15,326	800,000
6 Target Corp.	Retailer	Minneapolis, MN	15,000	408,000
7 Providence	Health Care	Renton, WA	14,395	120,000
8 Ralphs/Food 4 Less - Kroger Co.	Grocery Retailer	Cincinnati, OH	14,000	28,500
9 Walt Disney Co.	Entertainment	Burbank, CA	12,200	190,000
10 Boeing Co.	Aerospace/Defense Contractor	Chicago, IL	12,005	156,354
11 UPS	Transportation and Freight	Atlanta, GA	11,643	N/A
12 Home Depot	Home Improvement Specialty Retailer	Atlanta, GA	11,200	N/A
13 NBCUniversal	Media and Entertainment	Philadelphia, PA	11,000	68,000
14 AT&T Inc.	Telecommunications	Dallas, TX	10,500	N/A
15 Amazon	Online Retailer	Seattle, WA	10,500	1,608,000
16 Albertsons Cos.	Grocery Retailer	Boise, Idaho	10,406	290,000
17 California Institute of Technology	Private University and Jet Propulsion Lab	Pasadena, CA	9,224	10,142
18 Edison International	Electric Utility, Energy Services	Rosemead, CA	7,672	N/A
19 City of Hope	Cancer Treatment and Research Center	Duarte, CA	7,535	8,687
20 ABM Industries Inc.	Facility Services	New York, NY	7,400	N/A
21 FedEx Corp.	Shipping and Logistics	Memphis, TN	6,750	N/A
22 Children's Hospital Los Angeles	Hospital	Los Angeles, CA	6,644	N/A
23 CommonSpirit Health	Health Care	Chicago, IL	6,263	150,000
24 Costco Wholesale	Membership Chain of Warehouse Stores	Issaquah, WA	6,002	N/A
25 Space Exploration Technologies Corp.	Rockets and Spacecraft	Hawthorne, CA	6,000	10,000

Source: Los Angeles Business Journal

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APPENDIX B

**THE COUNTY OF LOS ANGELES AUDITED FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED JUNE 30, 2023**



APPENDIX C

SUMMARY OF PRINCIPAL LEGAL DOCUMENTS



APPENDIX D
BOOK-ENTRY ONLY SYSTEM



BOOK-ENTRY ONLY SYSTEM

The information in this Appendix D concerning The Depository Trust Company (“DTC”), New York, New York, and DTC’s book entry system has been obtained from DTC, and the Authority, the County and the Underwriters take no responsibility for the completeness or accuracy thereof. The Authority, the County and the Underwriters cannot and do not give any assurances that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Series 2024H Bonds, (b) certificates representing ownership interest in or other confirmation or ownership interest in the Series 2024H Bonds, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Series 2024H Bonds, or that they will do so on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix D. The current “Rules” applicable to DTC are on file with the Securities and Exchange Commission and the current “Procedures” of DTC to be followed in dealing with DTC Participants are on file with DTC.

DTC will act as securities depository for the Series 2024H Bonds. The Series 2024H Bonds will be issued as fully registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered security certificate will be issued for each series and maturity of the Series 2024H Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world’s largest securities depository is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at its website.

Purchases of the Series 2024H Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2024H Bonds on DTC’s records. The ownership interest of each actual purchaser of each Series 2024H Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2024H Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive

certificates representing their ownership interests in the Series 2024H Bonds, except in the event that use of the book-entry system for the Series 2024H Bonds is discontinued.

To facilitate subsequent transfers, all Series 2024H Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Series 2024H Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2024H Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2024H Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Series 2024H Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2024H Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Series 2024H Bond documents. For example, Beneficial Owners of the Series 2024H Bonds may wish to ascertain that the nominee holding the Series 2024H Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

While the Series 2024H Bonds are in the book-entry only system, redemption notices shall be sent to DTC. If less than all of the Series 2024H Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2024H Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2024H Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, interest and redemption proceeds on the Series 2024H Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Authority or the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, interest and redemption proceeds to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Authority or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2024H Bonds at any time by giving reasonable notice to the Authority or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, the Series 2024H Bonds certificates are required to be printed and delivered.

The Authority may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Series 2024H Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that County and the Authority believe to be reliable, but the County and the Authority takes no responsibility for the accuracy thereof.

NONE OF THE AUTHORITY, THE COUNTY, THE UNDERWRITERS OR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO DTC PARTICIPANTS, INDIRECT PARTICIPANTS OR BENEFICIAL OWNERS WITH RESPECT TO THE PAYMENTS OR THE PROVIDING OF NOTICE TO DTC PARTICIPANTS, INDIRECT PARTICIPANTS OR BENEFICIAL OWNERS OR THE SELECTION OF SERIES 2024H BONDS FOR PREPAYMENT.

None of the Authority, the County or the Trustee can give any assurances that DTC, DTC Participants, Indirect Participants or others will distribute payments of principal of, premium, if any, and interest on the Series 2024H Bonds paid to DTC or its nominee, as the registered Owner, or any redemption or other notice, to the Beneficial Owners or that they will do so on a timely basis or that DTC will serve and act in a manner described herein.

DTC may discontinue providing its services as depository with respect to the Series 2024H Bonds at any time by giving reasonable notice to the Authority or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, bond certificates are required to be printed and delivered. The Authority may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Series 2024H Bonds certificates will be printed and delivered. In the event that the book-entry system is discontinued as described above, the requirements of the Indenture will apply.

Beneficial Owners of the Series 2024H Bonds may experience some delay in their receipt of distributions of principal of, redemption proceeds, if any, and interest on, the Series 2024H Bonds, as applicable, since such distributions will be forwarded by the Authority or the trustee, as applicable, to DTC and DTC will credit such distributions to the accounts of the Direct Participants which will thereafter credit them to the accounts of the Beneficial Owners either directly or through Indirect Participants.

Since transactions in the Series 2024H Bonds can be effected only through DTC, Direct Participants, Indirect Participants and certain banks, the ability of a Beneficial Owner to pledge Series 2024H Bonds to persons or entities that do not participate in the DTC system, or otherwise to take actions in respect of such Series 2024H Bonds, as applicable, may be limited due to lack of a physical certificate. Beneficial Owners will not be recognized by the Trustee as registered owners of the Series 2024H Bonds and Beneficial Owners will only be permitted to exercise the rights of registered owners indirectly through DTC and its Participants.



APPENDIX E

FORM OF CONTINUING DISCLOSURE CERTIFICATE



CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by the County of Los Angeles (the “County”) in connection with the issuance of the Los Angeles County Public Works Financing Authority Lease Revenue Bonds, 2024 Series H (the “Series 2024H Bonds”). The Series 2024H Bonds are being issued pursuant to the Marks-Roos Local Bond Pooling Act of 1985, constituting Section 6584 *et seq.* of the California Government Code and the Master Indenture, dated as of February 1, 2015, by and among the County of Los Angeles, California (the “County”), the Los Angeles County Public Works Financing Authority (the “Authority”) and Zions Bancorporation, National Association, as trustee (the “Trustee”), as previously amended and supplemented and as further amended and supplemented by that certain Seventh Supplemental Indenture, dated as of September 1, 2024, by and among the County, the Authority and the Trustee (as so amended and supplemented, the “Indenture”). The County covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the County for the benefit of the Holders and Beneficial Owners of the Series 2024H Bonds and in order to assist the Participating Underwriters in complying with Securities and Exchange Commission (“S.E.C.”) Rule 15c2-12(b)(5).

SECTION 2. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the County pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Beneficial Owner” shall mean any person which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Series 2024H Bonds (including persons holding Series 2024H Bonds through nominees, depositories or other intermediaries).

“Dissemination Agent” shall mean the County, or any successor Dissemination Agent designated in writing by the County and which has filed with the County a written acceptance of such designation.

“Financial Obligation” means “financial obligation” as such term is defined in the Rule.

“Holder” shall mean the person in whose name any Series 2024H Bond shall be registered.

“Listed Events” shall mean any of the events listed in Section 5(a) or (b) of this Disclosure Certificate.

“MSRB” shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the Securities and Exchange Commission to receive reports pursuant to the Rule. Until otherwise designated by the MSRB or the Securities and Exchange Commission, filings with the MSRB are to be made through the Electronic Municipal Market Access (EMMA) website of the MSRB, currently located at <http://emma.msrb.org>.

“Participating Underwriter (Series 2024H Bonds)” shall mean any of the original underwriters of the Series 2024H Bonds required to comply with the Rule in connection with the offering of the Series 2024H Bonds.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

SECTION 3. Provision of Annual Reports.

(a) The County shall, or shall cause the Dissemination Agent to, not later than April 1 after the end of the County’s fiscal year, commencing with the report for the County’s June 30, 2024 fiscal year, provide to the MSRB an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided, that the audited financial statements of the County may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the County’s fiscal year changes, it shall give notice of such change in a filing with the MSRB. The Annual Report shall be submitted on a standard form in use by industry participants or other appropriate form and shall identify the Series 2024H Bonds by name and CUSIP number.

(b) Not later than 15 business days prior to said date, the County shall provide the Annual Report to the Dissemination Agent (if other than the County). If the County is unable to provide to the MSRB an Annual Report by the date required in subsection (a), the County shall, in a timely manner, send or cause to be sent notice of such failure to the MSRB.

(c) The Dissemination Agent shall (if the Dissemination Agent is other than the County) file a report with the County certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided to the MSRB.

SECTION 4. Content of Annual Reports. The County’s Annual Report shall contain or include by reference the following:

(a) Audited financial statements of the County for the preceding fiscal year, prepared in accordance with (1) generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board and (2) reporting standards as set forth by the State Controller in “State of California Accounting Standards and Procedures for Counties.” If the County’s audited financial statements are not available by the time the Annual Report is required to be provided to the MSRB pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be provided to the MSRB in the same manner as the Annual Report when they become available.

(b) To the extent not included in the audited financial statements of the County, the Annual Report shall also include the following:

- (1) Assessed valuations, tax levies and delinquencies for real property located in the County for the fiscal year of the County most recently ended;
- (2) Summary financial information on revenues, expenditures and fund balances for the fiscal year of the County most recently ended;
- (3) Summary financial information on the proposed and adopted budgets of the County for the current fiscal year and any changes in the adopted budget;

- (4) Summary of aggregate debt obligations of the County for the fiscal year of the County most recently ended;
- (5) Summary of annual outstanding principal obligations of the County for the fiscal year of the County most recently ended; and
- (6) The ratio of the County's outstanding debt to total assessed valuations as of the most recently ended fiscal year of the County.

Any or all of the items listed above may be set forth in one or a set of documents or may be included by specific reference to other documents, including official statements of debt issues of the County or related public entities, which have been made available to the public on the MSRB's website. The County shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) The County shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Series 2024H Bonds in a timely manner not later than ten business days after the occurrence of the event:

1. principal and interest payment delinquencies;
2. non-payment related defaults, if material;
3. unscheduled draws on debt service reserves reflecting financial difficulties of the County;
4. unscheduled draws on any credit enhancement reflecting financial difficulties of the County;
5. substitution of credit or liquidity providers or failure of a credit or liquidity provider to perform its obligations with respect to the Series 2024H Bonds;
6. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices of determinations with respect to the tax status of the Series 2024H Bonds, or other material events affecting the tax status of the Series 2024H Bonds;
7. modifications to rights of Holders of the Series 2024H Bonds, if material;
8. redemption or call of the Series 2024H Bonds, if material, and tender offers;
9. defeasances;
10. release, substitution or sale of property securing repayment of the Series 2024H Bonds, if material;
11. rating changes;
12. bankruptcy, insolvency, receivership or similar event of the County; provided that for the purposes of the events described in this clause, such an event is considered

to occur upon: the appointment of a receiver, fiscal agent or similar officer for the County in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or government authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County;

13. the consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. appointment of a successor or additional trustee or the change of name of the trustee, if material;
15. incurrence of a Financial Obligation of the County, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the County, any of which affect security holders, if material; and
16. default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the County, any of which reflect financial difficulties.

(b) Upon the occurrence of a Listed Event described in Section 5(a), the County shall within ten business days of occurrence file a notice of such occurrence with the MSRB. Notwithstanding the foregoing, notice of the Listed Event described in subsection (a)(8) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Series 2024H Bonds pursuant to the Indenture.

SECTION 6. Format for Filings with MSRB. Any report or filing with the MSRB pursuant to this Disclosure Certificate must be submitted in electronic format, accompanied by such identifying information as is prescribed by the MSRB.

SECTION 7. Termination of Reporting Obligation. The County's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Series 2024H Bonds. If such termination occurs prior to the final maturity of the Series 2024H Bonds, the County shall give notice of such termination in a filing with the MSRB.

SECTION 8. Dissemination Agent. The County may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the County pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be the County.

SECTION 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the County may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a) or (b), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Series 2024H Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Series 2024H Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Series 2024H Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the County shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the County. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in a filing with the MSRB, and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the County from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice required to be filed pursuant to this Disclosure Certificate, in addition to that which is required by this Disclosure Certificate. If the County chooses to include any information in any Annual Report or notice in addition to that which is specifically required by this Disclosure Certificate, the County shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event or any other event required to be reported.

SECTION 11. Default. In the event of a failure of the County to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner of the Series 2024H Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the County to comply with its obligations under this Disclosure Certificate; provided, that any such action may be instituted only in Superior Court of the State of California in and for the County of Los Angeles or in U.S. District Court in or nearest to the County of Los Angeles. The sole remedy under this Disclosure Certificate in the event of any failure of the County to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the County, the Dissemination Agent, the Participating Underwriters (Series 2024H Bonds) and Holders and

Beneficial Owners from time to time of the Series 2024H Bonds, and shall create no rights in any other person or entity.

Date: September __, 2024.

COUNTY OF LOS ANGELES

By: _____

Authorized Signatory



APPENDIX F

FORM OF OPINION OF BOND COUNSEL



APPENDIX F

FORM OF APPROVING OPINION OF BOND COUNSEL

Upon issuance of the Series 2024H Bonds, Stradling Yocca Carlson & Rauth LLP, Bond Counsel, proposes to render its final approving opinion in substantially the following form:

[Closing Date]

Los Angeles County Public Works Financing Authority
Los Angeles, California

Re: \$ _____ *Los Angeles County Public Works Financing Authority Lease Revenue Bonds, 2024 Series H*

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by the Los Angeles County Public Works Financing Authority (the “Authority”) of the Los Angeles County Public Works Financing Authority Lease Revenue Bonds, 2024 Series H (the “Series 2024H Bonds”) in the aggregate principal amount of \$ _____. In connection with the issuance of the Series 2024H Bonds, we have reviewed the Constitution and the laws of the State of California and certain proceedings taken by the County of Los Angeles (the “County”) and the Authority in connection with the authorization, execution and delivery by the County and the Authority of that certain Master Site Lease, dated as of February 1, 2015, as previously amended (the “Master Site Lease”), as further amended by that certain Sixth Amendment to Master Site Lease, dated as of September 1, 2024 (the “Sixth Amendment to Site Lease” and, together with the Master Site Lease as amended, the “Site Lease”), by and between the County, as lessor, and the Authority, as lessee, and that certain Master Sublease, dated as of February 1, 2015, as previously amended (the “Master Sublease”), as further amended by that certain Sixth Amendment to Master Sublease, dated as of September 1, 2024 (the “Sixth Amendment to Sublease” and, together with the Master Sublease as amended, the “Sublease”), by and between the Authority, as lessor, and the County, as lessee. We have also reviewed that certain Master Indenture, dated as of February 1, 2015, as previously amended and supplemented (the “Master Indenture”), as further amended and supplemented by that certain Seventh Supplemental Indenture, dated as of September 1, 2024 (the “Seventh Supplemental Indenture” and, together with the Master Indenture as amended and supplemented, the “Indenture”), by and among Zions Bancorporation, National Association, as trustee (the “Trustee”), the Authority, and the County. In rendering this opinion, we also have relied upon certain representations of fact and certifications made by the County, the Authority, the initial purchasers of the Series 2024H Bonds, and others. We have not undertaken to verify through independent investigation the accuracy of the representations and certifications relied upon by us. All capitalized terms used herein shall have the meaning given them in the Indenture unless otherwise defined.

As to questions of fact material to our opinion, we have relied upon representations of the Authority contained in the Indenture and in the certified proceedings and certifications of public officials and others furnished to us, without undertaking to verify the same by independent investigation.

We have assumed the genuineness of all documents and signatures presented to us, the authenticity of documents submitted as originals and the conformity to originals of documents submitted as copies. We have not undertaken to verify independently, and have assumed, the accuracy of the factual matters

represented, warranted or certified in the documents, and of the legal conclusions contained in the opinions referred to in the preceding paragraphs of this opinion. Furthermore, we have assumed compliance with all covenants and agreements contained in the Indenture, the Sublease and the Site Lease. We call attention to the fact that the rights and obligations under the Series 2024H Bonds, the Indenture, the Sublease, the Site Lease, and the Tax Certificate (Series 2024H Bonds) may be limited by bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights, by the application of equitable principles and the exercise of judicial discretion in appropriate cases and by the limitations on legal remedies against cities and public agencies in the State of California.

We express no opinion herein with respect to any indemnification, contribution, choice of law, choice of forum, penalty or waiver provisions contained in the Series 2024H Bonds, the Indenture, the Sublease, or the Site Lease; nor do we express any opinion with respect to the state or quality of title to any of the real or personal property described in the Indenture, the Sublease, or the Site Lease, or the accuracy or sufficiency of the description contained therein, or the remedies available to enforce liens on, any such property contained therein. Additionally, we express no opinion with respect to the municipal bond insurance policy relating to the Insured Bonds.

Based upon the foregoing we are of the opinion, under existing law, as follows:

(1) The Authority is a joint exercise of powers authority duly organized and validly existing under the laws of the State of California with the full power to enter into the Indenture and the Sublease, to perform the agreements on its part contained therein and to issue the Series 2024H Bonds.

(2) The Indenture, the Sublease, and the Site Lease have each been duly authorized and approved by the Authority and the County and constitute the valid and binding obligations of the Authority and the County enforceable against the Authority and the County in accordance with their respective terms. The Indenture creates a valid pledge of the Base Rental Payments and other moneys pledged under the Indenture, subject to the provisions of the Indenture.

(3) The Series 2024H Bonds have been duly and validly authorized by the Authority and are legal, valid and binding limited obligations of the Authority, enforceable in accordance with their terms and the terms of the Indenture. The Series 2024H Bonds are limited obligations of the Authority payable solely from the Base Rental Payments and other moneys pledged under the Indenture as provided in the Indenture, but are not a debt of the County, the State of California or any other political subdivision thereof within the meaning of any constitutional or statutory limitation, and, neither the faith and credit nor the taxing power of the County, the State of California, or any of its political subdivisions is pledged for the payment thereof. The Authority has no taxing power.

(4) Under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described herein, interest (and original issue discount) on the Series 2024H Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals; however, with respect to applicable corporations as defined in Section 59(k) of the Internal Revenue Code of 1986, as amended (the "Code"), interest (and original issue discount) with respect to the Series 2024H Bonds might be taken into account in determining adjusted financial statement income for purposes of computing the alternative minimum tax imposed on such corporations.

(5) Interest (and original issue discount) on the Series 2024H Bonds is exempt from personal income tax imposed by the State of California.

(6) The difference between the issue price of a Series 2024H Bond (the first price at which a substantial amount of the Series 2024H Bonds of a maturity are to be sold to the public) and the stated payment price at maturity with respect to such Series 2024H Bond constitutes original issue discount. Original issue discount accrues under a constant yield method, and original issue discount will accrue to a Series 2024H Bond Owner before receipt of cash attributable to such excludable income. The amount of original issue discount deemed received by a Series 2024H Bond Owner will increase the Series 2024H Bond Owner's basis in the applicable Series 2024H Bond. Original issue discount that accrues to a Series 2024H Bond Owner is excluded from the gross income of such owner for federal income tax purposes, is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals (as described in paragraph (4) above) and is exempt from State of California personal income tax.

(7) The amount by which a Series 2024H Bond Owner's original basis for determining loss on sale or exchange in a Series 2024H Bond (generally the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable Series 2024H Bond premium which must be amortized under Section 171 of the Code; such amortizable Series 2024H Bond premium reduces the Series 2024H Bond Owner's basis in the applicable Series 2024H Bond (and the amount of tax-exempt interest received), and is not deductible for federal income tax purposes. The basis reduction as a result of the amortization of Series 2024H Bond premium may result in a Series 2024H Bond Owner realizing a taxable gain when a Series 2024H Bond is sold by the owner for an amount equal to or less (under certain circumstances) than the original cost of the Series 2024H Bond to the owner.

The opinions expressed in paragraphs (4) and (6) above as to the exclusion from gross income for federal income tax purposes of interest (and original issue discount) on the Series 2024H Bonds are subject to the condition that the Authority and the County comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Series 2024H Bonds to assure that such interest (and original issue discount) will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause interest (and original issue discount) on the Series 2024H Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2024H Bonds. The Authority and the County have covenanted to comply with all such requirements. Except as expressly set forth in paragraphs (4), (5), (6) and (7) above, we express no opinion as to any tax consequences related to the Series 2024H Bonds.

Certain agreements, requirements and procedures contained or referred to in the Indenture, the Sublease and the Tax Certificate (Series 2024H Bonds) may be changed, and certain actions may be taken or omitted, under the circumstances and subject to the terms and conditions set forth in the Indenture, the Sublease and Tax Certificate (Series 2024H Bonds), upon the advice or with the approving opinion of counsel nationally recognized in the area of tax-exempt obligations. We express no opinion as to the effect on the exclusion of interest on the Series 2024H Bonds from gross income for federal income tax purposes on and after the date on which any such change occurs or action is taken or omitted upon the advice or approval of counsel other than Stradling Yocca Carlson & Rauth LLP.

Our opinion is limited to matters governed by the laws of the State of California and federal law. We assume no responsibility with respect to the applicability or the effect of the laws of any other jurisdiction.

The opinions expressed herein are based upon an analysis of existing statutes, regulations, rulings and judicial decisions and cover certain matters not directly addressed by such authorities. We call attention to the fact that the foregoing opinions may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. We have not undertaken to determine, or to inform any person, whether such actions or events are taken (or not taken) or do occur (or do not occur). Our engagement with

respect to the Series 2024H Bonds terminates upon their issuance, and we disclaim any obligation to update the matters set forth herein.

We express no opinion herein as to the accuracy, completeness or sufficiency of the Official Statement or other offering material relating to the Series 2024H Bonds. We expressly disclaim any duty to advise the owners of the Series 2024H Bonds with respect to the matters contained in the Official Statement and any other offering material relating to the Series 2024H Bonds.

Respectfully submitted,



**TO BE RECORDED AND
WHEN RECORDED RETURN TO:**

Stradling Yocca Carlson & Rauth
660 Newport Center Drive, Suite 1600
Newport Beach, CA 92660
Attention: Vanessa S. Legbandt, Esq.

[Space above for Recorder’s Use Only.]

**SECOND AMENDMENT TO
SITE LEASE**

**TO BE RECORDED AND WHEN
RECORDED RETURN TO:**

Stradling Yocca Carlson & Rauth
660 Newport Center Drive, Suite 1600
Newport Beach, CA 92660
Attention: Vanessa S. Legbandt, Esq.

**THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER
TAX PURSUANT TO SECTION 11921 OF THE CALIFORNIA REVENUE AND
TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES
PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.**

**SECOND AMENDMENT TO
SITE LEASE**

by and between

COUNTY OF LOS ANGELES

and

**LOS ANGELES COUNTY PUBLIC WORKS
FINANCING AUTHORITY**

Dated as of [September 1, 2024]

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EXHIBIT A – DESCRIPTION OF THE PROPERTY A-1

SECOND AMENDMENT TO SITE LEASE

THIS SECOND AMENDMENT TO SITE LEASE (this “Second Amendment”) executed and entered into as of September 1, 2024, is by and between the COUNTY OF LOS ANGELES, a political subdivision of the State of California (the “County”), and the LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY, a joint exercise of powers entity organized and existing under and by virtue of the laws of the State of California (the “Authority”).

RECITALS

WHEREAS, the County previously refinanced and financed the acquisition, construction and installation of certain property and improvements owned by the County (referred to and defined herein as the “2010 Project” and the “2012 Project” and collectively the “Projects”); and

WHEREAS, in order to accomplish such refinancing and financing of the Projects, the County leased certain real property owned by the County and the improvements thereto, including the Los Angeles County +USC Medical Center (the “Medical Center”) and the High Desert Multi-Service Ambulatory Care Center (the “High Desert MACC”), to the Authority pursuant to a Master Site Lease, dated as of November 1, 2010 (the “Master Site Lease”), recorded with the Recorder's Office of the County (the “Recorder’s Office”) on November 22, 2010 as Recorder Instrument No. 20101688247, as amended by a First Amendment to Site Lease, dated as of October 1, 2012 (together with the Master Site Lease, the “Amended Site Lease”), recorded with the Recorder’s Office on October 17, 2012 as Recorder Instrument No. 20121570913, and subleased the Medical Center and the High Desert MACC from the Authority pursuant to a Master Sublease, dated as of November 1, 2010 (the “Master Sublease”), recorded with the Recorder's Office on November 22, 2010 as Recorder Instrument No. 20101688248, as amended by a First Amendment to Sublease, dated as of October 1, 2012 (together with the Master Sublease, the “Amended Sublease”), recorded with the Recorder’s Office on October 17, 2012 as Recorder Instrument No. 20121570914; and

WHEREAS, the Authority issued its Lease Revenue Bonds (Multiple Capital Projects I), 2010 Series A (Tax-Exempt) (the “Series 2010A Bonds”) and its Lease Revenue Bonds (Multiple Capital Projects I), 2010 Series B (Build America Bonds/Recovery Zone Economic Development Bonds) (the “Series 2010B Bonds”) pursuant to a Master Indenture, dated as of November 1, 2010 (the “Master Indenture”), by and among the Authority, the County, and U.S. Bank Trust Company, National Association, as successor trustee (the “Trustee”).

WHEREAS, the proceeds of the Series 2010A Bonds and the Series 2010B Bonds were applied by the County to refinance and finance the 2010 Project; and

WHEREAS, the Authority issued its Lease Revenue Bonds (Multiple Capital Projects II), Series 2012 (the “Series 2012 Bonds”) pursuant to the Master Indenture, as supplemented by a First Supplemental Indenture, dated as of October 1, 2012 (together with the 2010 Master Indenture, the “Supplemented Indenture”), by and among the Authority, the County, and the Trustee; and

WHEREAS, the proceeds of the Series 2012 Bonds were applied by the County to refinance and finance the 2012 Project; and

WHEREAS, the Series 2010A Bonds were paid in full as of the final maturity thereof; and

WHEREAS, the Authority issued its Los Angeles County Public Works Financing Authority Lease Revenue Refunding Bonds, 2022 Series G (Forward Delivery) to refund the Series 2012 Bonds in full; and

WHEREAS, pursuant to Section 7.02 of the Amended Sublease, the County has the right to release a portion of the Property from the Amended Sublease upon satisfaction of certain conditions to such release set forth in the Amended Sublease; and

WHEREAS, the County and the Authority desire to enter into this Second Amendment and a Second Amendment to Sublease dated concurrently herewith to release the High Desert MACC from the Amended Sublease and the Amended Site Lease; and

WHEREAS, the Authority and the County have determined that the sum of Base Rental Payments plus the Additional Rental Payments due under the Sublease in any Rental Period is not in excess of the annual fair rental value of the Property, as constituted after the release of the High Desert MACC, and the Property, as constituted after the release of the High Desert MACC, has a useful life equal to or greater than the maximum remaining term of the Amended Sublease (including extensions thereof under section 2.02 of the Amended Sublease); and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Second Amendment do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Second Amendment;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

PART 1

AMENDMENTS TO AMENDED SITE LEASE

Part 1.1 Amendment To Exhibit A. Exhibit A to the Amended Sublease is hereby deleted in its entirety and replaced with Exhibit A hereto. Upon the recording hereof, the Property shall constitute the property that is described in Exhibit A hereto and the Property shall not include the High Desert MACC.

PART 2

MISCELLANEOUS

Part 2.1 Effect of Second Amendment. This Second Amendment and all of the terms and provisions herein contained shall form part of the Amended Site Lease as fully and with the same effect as if all such terms and provisions had been set forth in the Amended Site Lease. The Amended Site Lease is hereby ratified and confirmed and shall continue in full force and effect in accordance with the terms and provisions thereof, as heretofore amended and supplemented, and as amended and supplemented hereby. If there shall be any conflict between the terms of this Second

Amendment and the terms of the Amended Site Lease (as in effect on the day prior to the effective date of this Second Amendment), the terms of this Second Amendment shall prevail.

Part 2.2 Execution in Counterparts. This Second Amendment may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Part 2.3 Effective Date. This Second Amendment shall become effective upon the date of recording hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the County and the Authority have caused this Second Amendment to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

COUNTY OF LOS ANGELES

By: _____
Elizabeth Buenrostro Ginsberg,
Treasurer and Tax Collector

**LOS ANGELES COUNTY PUBLIC WORKS
FINANCING AUTHORITY**

By: _____
Elizabeth Buenrostro Ginsberg,
Treasurer

[Signature Page to Second Amendment to Master Site Lease]

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 LOS ANGELES)

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____

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 of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

Title Or Type Of Document

- Partner(s) Limited General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____

Number Of Pages

Signer is representing:
Name Of Person(s) Or Entity(ies)

Date Of Documents

Signer(s) Other Than Named Above

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STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____

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 of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

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- Corporate Officer

Title(s)

Title Or Type Of Document

- Partner(s) Limited General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____

Number Of Pages

Signer is representing:
Name Of Person(s) Or Entity(ies)

Date Of Documents

Signer(s) Other Than Named Above

EXHIBIT A

DESCRIPTION OF THE PROPERTY

All that real property situated in the County of Los Angeles, State of California, described as follows, and any improvements thereto:

Los Angeles County +USC Medical Center

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 1 OF TRACT NO. 2082, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 32 PAGE 73, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 1A:

LOT 1 OF TRACT NO. 9800, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 138 PAGES 36 AND 37 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THE NORTHWESTERLY HALF OF BRITANIA STREET, 50 FEET WIDE, AS SHOWN ON SAID TRACT NO. 9800, AS VACATED BY ORDINANCE 121,334, OF THE CITY OF LOS ANGELES RECORDED MARCH 26, 1962 AS INSTRUMENT NO. 5151 OF OFFICIAL RECORDS, BOUNDED ON THE SOUTHWEST BY THE SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF SAID LOT 1 AND BOUNDED ON THE NORTHEAST BY THE SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF SAID LOT 1.

PARCEL 2:

LOTS 56 TO 65 INCLUSIVE AND LOTS 72 TO 81 INCLUSIVE OF MARENGO TERRACE, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11 PAGE(S) 166 AND 167 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH THE SOUTHEASTERLY HALF OF BRITANIA STREET, 50 FEET WIDE, AS SHOWN ON SAID MARENGO TERRACE TRACT, AS VACATED BY ORDINANCE 121,334, OF THE CITY OF LOS ANGELES RECORDED MARCH 26, 1962 AS INSTRUMENT NO. 5151 OF OFFICIAL RECORDS, BOUNDED ON THE SOUTHWEST BY THE NORTHWESTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF LOT 65 OF SAID MARENGO TERRACE AND BOUNDED ON THE NORTHEAST BY THE NORTHWESTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF LOT 56 OF SAID MARENGO TERRACE TRACT.

ALSO TOGETHER WITH THE NORTHEASTERLY HALF OF CHARLOTTE STREET, 60 FEET WIDE, AS SHOWN ON SAID MARENGO TERRACE TRACT, AS VACATED BY

ORDINANCE 121,334, OF THE CITY OF LOS ANGELES RECORDED MARCH 26, 1962 AS INSTRUMENT NO. 5151 OF OFFICIAL RECORDS, BOUNDED ON THE SOUTHEAST BY THE SOUTHWESTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF LOT 72 OF SAID MARENGO TERRACE AND BOUNDED ON THE NORTHWEST BY THE SOUTHWESTERLY PROLONGATION OF THE CENTER LINE OF BRITANIA STREET AS SHOWN ON SAID MARENGO TERRACE TRACT.

ALSO TOGETHER WITH THAT CERTAIN ALLEY, 12 FEET WIDE, AS SHOWN ON SAID MARENGO TERRACE TRACT, AS VACATED BY ORDINANCE 121,334, OF THE CITY OF LOS ANGELES RECORDED MARCH 26, 1962 AS INSTRUMENT NO. 5151 OF OFFICIAL RECORDS, BOUNDED ON THE SOUTHWEST BY THE SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF LOT 65 OF SAID MARENGO TERRACE AND BOUNDED ON THE NORTHEAST BY THE SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF LOT 56 OF SAID MARENGO TERRACE TRACT.

PARCEL 3:

PARCEL 3A:

LOT 11 IN BLOCK 5 OF THE AMENDED MAP OF FLORENCE TERRACE, CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 30 PAGE 19 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE SOUTHWESTERLY 30 FEET THEREOF.

PARCEL 3B:

LOTS 220, 221, AND 222 OF MARENGO TERRACE, CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 22 PAGE 21 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE SOUTHWESTERLY 30 FEET OF LOT 220.

ALSO EXCEPTING ALL OIL, GAS, ASPHALTUM, HYDROCARBON MINERALS AND KINDRED SUBSTANCES IN AND UNDER SAID LAND BELOW THE DEPTH OF 500 FEET FROM THE SURFACE THEREOF, BUT WITHOUT RIGHT OF ENTRY THROUGH THE SURFACE OF SAID LAND RESERVED BY ROBERT LARNER AND BEVERLY LARNER, HUSBAND AND WIFE, IN DEED RECORDED JULY 30, 1965 AS INSTRUMENT NO. 1637, OF OFFICIAL RECORDS.

PARCEL 3C:

LOTS 92 TO 108 INCLUSIVE OF THE MARENGO TERRACE TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11 PAGE(S) 166 AND 167 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY TOGETHER WITH THE NORTH ONE -HALF OF THAT PORTION OF THE ALLEY ADJOINING SAID LOT 99 ON THE SOUTH AND THE SOUTH ONE -HALF OF THAT PORTION OF THE ALLEY ADJOINING SAID LOT 100 ON

THE NORTH AS VACATED BY ORDINANCE 19759, NEW SERIES, BOUNDED EAST AND WEST, RESPECTIVELY, BY THE EAST AND WEST LINES OF SAID LOTS PRODUCED SOUTHERLY TO THE CENTER LINE OF SAID ALLEY.

EXCEPT FROM LOT 99, ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE THEREOF, BUT WITH NO RIGHT OF SURFACE ENTRY, AS PROVED IN THE DEED RECORDED DECEMBER 4, 1978 AS INSTRUMENT NO. 78- 1342568, OF OFFICIAL RECORDS.

ALSO EXCEPT FROM LOT 103, ALL MINERAL RIGHTS BELOW A DEPTH OF 500 FEET AS RESERVED IN DEED RECORDED JUNE 21, 1983 AS INSTRUMENT NO. 83- 712511, OF OFFICIAL RECORDS.

PARCEL 3D:

LOTS 165 TO 177 INCLUSIVE OF MARENGO TERRACE TRACT, IN THE CITY OF LOS ANGELS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13 PAGE(S) 21 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE SOUTHWESTERLY 30 FEET OF SAID LOT 177.

PARCEL 3E: (5201- 009 -904)

LOTS 178 TO 209 INCLUSIVE OF MARENGO TERRACE TRACT, IN THE CITY OF LOS ANGELS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13 PAGE(S) 21 OF MAPS AND LOTS 66 TO 71 INCLUSIVE OF THE MARENGO TERRACE TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11 PAGE(S) 166 AND 167 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THE SOUTHEAST ONE -HALF OF THAT PORTION OF BRITANIA STREET ADJOINING SAID LOTS ON THE NORTHWEST, ALSO TOGETHER WITH THE SOUTHWESTERLY ONE - HALF OF THAT PORTION OF CHARLOTTE STREET ADJOINING SAID LOTS ON THE NORTHEAST, ALSO TOGETHER WITH THAT CERTAIN TWELVE (12) FOOT WIDE ALLEY AS SAID STREETS AND ALLEY WERE VACATED BY ORDINANCE 121,334, OF THE CITY OF LOS ANGELES RECORDED MARCH 26, 1962 AS INSTRUMENT NO. 5151 OF OFFICIAL RECORDS, SAID ALLEY BEING BOUNDED ON THE NORTHEAST BY THE NORTHWESTERLY PROLONGATION THE NORTHEASTERLY LINE OF LOT 71 OF SAID MARENGO TERRACE TRACT.

EXCEPT THE SOUTHWESTERLY 30 FEET OF SAID LOTS 178 AND 209.

PARCEL 4:

THAT PORTION OF CUMMINGS STREET FORMERLY KNOWN AS PLYMOUTH STREET 50 FEET WIDE AND VARIABLE WIDTH LYING ADJACENT TO LOTS 178 TO 192 INCLUSIVE AND LYING SOUTHWESTERLY OF THE SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF LOT 192, TOGETHER WITH THE NORTH -SOUTH

ALLEY 12 FEET IN WIDTH LYING ADJACENT TO LOTS 165 TO 177 INCLUSIVE AND LYING EASTERLY OF CUMMINGS STREET AND LYING SOUTHWESTERLY OF THE SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF LOT 165, ALL AS DEDICATED BY THE MAP OF THE MARENGO TERRACE SHEET 2, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13 PAGE 21 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THOSE PORTIONS THEREOF LYING WITHIN MARENGO STREET.

PARCEL 5:

THAT PORTION OF CUMMINGS STREET FORMERLY KNOWN AS PLYMOUTH STREET 50 FEET IN WIDTH LYING ADJACENT TO LOTS 68 TO 71 INCLUSIVE, TOGETHER WITH THE NORTH -SOUTH ALLEY 12 FEET IN WIDTH LYING ADJACENT TO LOTS 92 TO 95 INCLUSIVE AND LYING EASTERLY OF CUMMINGS STREET, AS DEDICATED BY THE MAP OF MARENGO TERRACE, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11 PAGES 166 AND 167 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

BOTH CUMMINGS STREET AND THE ALLEY LIE SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF CHARLOTTE STREET AS SHOWN ON THE MAP OF SAID MARENGO TERRACE.

PARCEL 6:

THAT CERTAIN EAST -WEST ALLEY 12 FEET IN WIDTH ABUTTING LOTS 11, 12 AND 13 IN BLOCK 5 AS DEDICATED BY THE MAP OF LACY'S ORANGE SLOPE TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15 PAGES 55 AND 56 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

END OF LEGAL DESCRIPTION

CERTIFICATE OF ACCEPTANCE

In accordance with Section 27281 of the California Government Code, this is to certify that the interest in the real property conveyed by the Master Site Lease, dated as of October 1, 2010, as supplemented by the First Amendment to Site Lease, dated as of November 1, 2012 (collectively, the “Master Sublease”), each by and between the Los Angeles County Public Works Financing Authority, a joint powers authority organized and existing under the laws of the State of California (the “Authority”) and the County of Los Angeles, a political subdivision of the State of California (the “County”), from the County to the Authority, is hereby accepted by the undersigned on behalf of the Authority pursuant to authority conferred by resolution of the Board of Directors of the Authority adopted on _____, 2024, and the Authority consents to recordation thereof by its duly authorized officer.

Dated: _____, 2024

**LOS ANGELES COUNTY PUBLIC WORKS
FINANCING AUTHORITY**

By: _____
Elizabeth Buenrostro Ginsberg,
Treasurer

[Signature Page to Certificate of Acceptance]

**TO BE RECORDED AND
WHEN RECORDED RETURN TO:**

Stradling Yocca Carlson & Rauth
660 Newport Center Drive, Suite 1600
Newport Beach, CA 92660
Attention: Vanessa S. Legbandt, Esq.

[Space above for Recorder's Use Only.]

**SECOND AMENDMENT TO
SUBLEASE**

**TO BE RECORDED AND
WHEN RECORDED RETURN TO:**

Stradling Yocca Carlson & Rauth
660 Newport Center Drive, Suite 1600
Newport Beach, CA 92660
Attention: Vanessa S. Legbandt, Esq.

**THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER
TAX PURSUANT TO SECTION 11921 OF THE CALIFORNIA REVENUE AND
TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES
PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.**

**SECOND AMENDMENT TO
SUBLEASE**

by and between

COUNTY OF LOS ANGELES

and

**LOS ANGELES COUNTY PUBLIC WORKS
FINANCING AUTHORITY**

Dated as of [September 1, 2024]

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SECOND AMENDMENT TO SUBLEASE

THIS SECOND AMENDMENT TO SUBLEASE (this “Second Amendment”) executed and entered into as of September 1, 2024, is by and between the COUNTY OF LOS ANGELES, a political subdivision of the State of California (the “County”), and the LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY, a joint exercise of powers entity organized and existing under and by virtue of the laws of the State of California (the “Authority”).

RECITALS

WHEREAS, the County previously refinanced and financed the acquisition, construction and installation of certain property and improvements owned by the County (referred to and defined herein as the “2010 Project” and the “2012 Project” and collectively the “Projects”); and

WHEREAS, in order to accomplish such refinancing and financing of the Projects, the County leased certain real property owned by the County and the improvements thereto, including the Los Angeles County +USC Medical Center (the “Medical Center”) and the High Desert Multi-Service Ambulatory Care Center (the “High Desert MACC”), to the Authority pursuant to a Master Site Lease, dated as of November 1, 2010 (the “Master Site Lease”), recorded with the Recorder’s Office of the County (the “Recorder’s Office”) on November 22, 2010 as Recorder Instrument No. 20101688247, as amended by a First Amendment to Site Lease, dated as of October 1, 2012 (together with the Master Site Lease, the “Amended Site Lease”), recorded with the Recorder’s Office on October 17, 2012 as Recorder Instrument No. 20121570913, and subleased the Medical Center and the High Desert MACC from the Authority pursuant to a Master Sublease, dated as of November 1, 2010 (the “Master Sublease”), recorded with the Recorder’s Office on November 22, 2010 as Recorder Instrument No. 20101688248, as amended by a First Amendment to Sublease, dated as of October 1, 2012 (together with the Master Sublease, the “Amended Sublease”), recorded with the Recorder’s Office on October 17, 2012 as Recorder Instrument No. 20121570914; and

WHEREAS, the Authority issued its Lease Revenue Bonds (Multiple Capital Projects I), 2010 Series A (Tax-Exempt) (the “Series 2010A Bonds”) and its Lease Revenue Bonds (Multiple Capital Projects I), 2010 Series B (Build America Bonds/Recovery Zone Economic Development Bonds) (the “Series 2010B Bonds”) pursuant to a Master Indenture, dated as of November 1, 2010 (the “Master Indenture”), by and among the Authority, the County, and U.S. Bank Trust Company, National Association, as successor trustee (the “Trustee”); and

WHEREAS, the proceeds of the Series 2010A Bonds and the Series 2010B Bonds were applied by the County to refinance and finance the 2010 Project; and

WHEREAS, the Authority issued its Lease Revenue Bonds (Multiple Capital Projects II), Series 2012 (the “Series 2012 Bonds”) pursuant to the Master Indenture, as supplemented by a First Supplemental Indenture, dated as of October 1, 2012 (together with the 2010 Master Indenture, the “Supplemented Indenture”), by and among the Authority, the County, and the Trustee; and

WHEREAS, the proceeds of the Series 2012 Bonds were applied by the County to refinance and finance the 2012 Project; and

WHEREAS, the Series 2010A Bonds were paid in full as of the final maturity thereof; and

WHEREAS, the Authority issued its Los Angeles County Public Works Financing Authority Lease Revenue Refunding Bonds, 2022 Series G (Forward Delivery) to refund the Series 2012 Bonds in full; and

WHEREAS, pursuant to Section 7.02 of the Amended Sublease, the County has the right to release a portion of the Property from the Amended Sublease upon satisfaction of certain conditions to such release set forth in the Amended Sublease; and

WHEREAS, the County and the Authority desire to enter into this Second Amendment and a Second Amendment to Site Lease dated concurrently herewith to release the High Desert MACC from the Amended Sublease and the Amended Site Lease; and

WHEREAS, the Authority and the County have determined that the sum of Base Rental Payments plus the Additional Rental Payments due under the Sublease in any Rental Period is not in excess of the annual fair rental value of the Property, as constituted after the release of the High Desert MACC, and the Property, as constituted after the release of the High Desert MACC, has a useful life equal to or greater than the maximum remaining term of the Amended Sublease (including extensions thereof under section 2.02 of the Amended Sublease); and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Second Amendment do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Second Amendment;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

PART 1

AMENDMENTS TO AMENDED SUBLEASE

Part 1.1 Amendment To Exhibit A. Exhibit A to the Amended Sublease is hereby deleted in its entirety and replaced with Exhibit A hereto. Upon the recording hereof, the Property shall constitute the property that is described in Exhibit A hereto and the Property shall not include the High Desert MACC.

PART 2

MISCELLANEOUS

Part 2.1 Effect of Second Amendment. This Second Amendment and all of the terms and provisions herein contained shall form part of the Amended Sublease as fully and with the same effect as if all such terms and provisions had been set forth in the Amended Sublease. The Amended Sublease is hereby ratified and confirmed and shall continue in full force and effect in accordance with the terms and provisions thereof, as heretofore amended and supplemented, and as amended and supplemented hereby. If there shall be any conflict between the terms of this Second Amendment and the terms of the Amended Sublease (as in effect on the day prior to the effective date of this Second Amendment), the terms of this Second Amendment shall prevail.

Part 2.2 Execution in Counterparts. This Second Amendment may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Part 2.3 Effective Date. This Second Amendment shall become effective upon the date of recording hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Authority and the County have caused this Second Amendment to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

**LOS ANGELES COUNTY PUBLIC WORKS
FINANCING AUTHORITY**

By: _____
Elizabeth Buenrostro Ginsberg,
Treasurer

COUNTY OF LOS ANGELES

By: _____
Elizabeth Buenrostro Ginsberg,
Treasurer and Tax Collector

[Signature Page to Second Amendment to Master Sublease]

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 LOS ANGELES)

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____

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 of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

Title Or Type Of Document

- Partner(s) Limited General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____

Number Of Pages

Signer is representing:
Name Of Person(s) Or Entity(ies)

Date Of Documents

Signer(s) Other Than Named Above

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STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____

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.

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Signature of Notary Public

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Number Of Pages

Signer is representing:
Name Of Person(s) Or Entity(ies)

Date Of Documents

Signer(s) Other Than Named Above

EXHIBIT A

DESCRIPTION OF THE PROPERTY

All that real property situated in the County of Los Angeles, State of California, described as follows, and any improvements thereto:

Los Angeles County +USC Medical Center

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 1 OF TRACT NO. 2082, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 32 PAGE 73, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 1A:

LOT 1 OF TRACT NO. 9800, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 138 PAGES 36 AND 37 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THE NORTHWESTERLY HALF OF BRITANIA STREET, 50 FEET WIDE, AS SHOWN ON SAID TRACT NO. 9800, AS VACATED BY ORDINANCE 121,334, OF THE CITY OF LOS ANGELES RECORDED MARCH 26, 1962 AS INSTRUMENT NO. 5151 OF OFFICIAL RECORDS, BOUNDED ON THE SOUTHWEST BY THE SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF SAID LOT 1 AND BOUNDED ON THE NORTHEAST BY THE SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF SAID LOT 1.

PARCEL 2:

LOTS 56 TO 65 INCLUSIVE AND LOTS 72 TO 81 INCLUSIVE OF MARENGO TERRACE, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11 PAGE(S) 166 AND 167 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH THE SOUTHEASTERLY HALF OF BRITANIA STREET, 50 FEET WIDE, AS SHOWN ON SAID MARENGO TERRACE TRACT, AS VACATED BY ORDINANCE 121,334, OF THE CITY OF LOS ANGELES RECORDED MARCH 26, 1962 AS INSTRUMENT NO. 5151 OF OFFICIAL RECORDS, BOUNDED ON THE SOUTHWEST BY THE NORTHWESTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF LOT 65 OF SAID MARENGO TERRACE AND BOUNDED ON THE NORTHEAST BY THE NORTHWESTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF LOT 56 OF SAID MARENGO TERRACE TRACT.

ALSO TOGETHER WITH THE NORTHEASTERLY HALF OF CHARLOTTE STREET, 60 FEET WIDE, AS SHOWN ON SAID MARENGO TERRACE TRACT, AS VACATED BY

ORDINANCE 121,334, OF THE CITY OF LOS ANGELES RECORDED MARCH 26, 1962 AS INSTRUMENT NO. 5151 OF OFFICIAL RECORDS, BOUNDED ON THE SOUTHEAST BY THE SOUTHWESTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF LOT 72 OF SAID MARENGO TERRACE AND BOUNDED ON THE NORTHWEST BY THE SOUTHWESTERLY PROLONGATION OF THE CENTER LINE OF BRITANIA STREET AS SHOWN ON SAID MARENGO TERRACE TRACT.

ALSO TOGETHER WITH THAT CERTAIN ALLEY, 12 FEET WIDE, AS SHOWN ON SAID MARENGO TERRACE TRACT, AS VACATED BY ORDINANCE 121,334, OF THE CITY OF LOS ANGELES RECORDED MARCH 26, 1962 AS INSTRUMENT NO. 5151 OF OFFICIAL RECORDS, BOUNDED ON THE SOUTHWEST BY THE SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF LOT 65 OF SAID MARENGO TERRACE AND BOUNDED ON THE NORTHEAST BY THE SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF LOT 56 OF SAID MARENGO TERRACE TRACT.

PARCEL 3:

PARCEL 3A:

LOT 11 IN BLOCK 5 OF THE AMENDED MAP OF FLORENCE TERRACE, CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 30 PAGE 19 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE SOUTHWESTERLY 30 FEET THEREOF.

PARCEL 3B:

LOTS 220, 221, AND 222 OF MARENGO TERRACE, CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 22 PAGE 21 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE SOUTHWESTERLY 30 FEET OF LOT 220.

ALSO EXCEPTING ALL OIL, GAS, ASPHALTUM, HYDROCARBON MINERALS AND KINDRED SUBSTANCES IN AND UNDER SAID LAND BELOW THE DEPTH OF 500 FEET FROM THE SURFACE THEREOF, BUT WITHOUT RIGHT OF ENTRY THROUGH THE SURFACE OF SAID LAND RESERVED BY ROBERT LARNER AND BEVERLY LARNER, HUSBAND AND WIFE, IN DEED RECORDED JULY 30, 1965 AS INSTRUMENT NO. 1637, OF OFFICIAL RECORDS.

PARCEL 3C:

LOTS 92 TO 108 INCLUSIVE OF THE MARENGO TERRACE TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11 PAGE(S) 166 AND 167 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY TOGETHER WITH THE NORTH ONE -HALF OF THAT PORTION OF THE ALLEY ADJOINING SAID LOT 99 ON THE SOUTH AND THE SOUTH ONE -HALF OF THAT PORTION OF THE ALLEY ADJOINING SAID LOT 100 ON

THE NORTH AS VACATED BY ORDINANCE 19759, NEW SERIES, BOUNDED EAST AND WEST, RESPECTIVELY, BY THE EAST AND WEST LINES OF SAID LOTS PRODUCED SOUTHERLY TO THE CENTER LINE OF SAID ALLEY.

EXCEPT FROM LOT 99, ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE THEREOF, BUT WITH NO RIGHT OF SURFACE ENTRY, AS PROVED IN THE DEED RECORDED DECEMBER 4, 1978 AS INSTRUMENT NO. 78- 1342568, OF OFFICIAL RECORDS.

ALSO EXCEPT FROM LOT 103, ALL MINERAL RIGHTS BELOW A DEPTH OF 500 FEET AS RESERVED IN DEED RECORDED JUNE 21, 1983 AS INSTRUMENT NO. 83- 712511, OF OFFICIAL RECORDS.

PARCEL 3D:

LOTS 165 TO 177 INCLUSIVE OF MARENGO TERRACE TRACT, IN THE CITY OF LOS ANGELS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13 PAGE(S) 21 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE SOUTHWESTERLY 30 FEET OF SAID LOT 177.

PARCEL 3E: (5201- 009 -904)

LOTS 178 TO 209 INCLUSIVE OF MARENGO TERRACE TRACT, IN THE CITY OF LOS ANGELS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13 PAGE(S) 21 OF MAPS AND LOTS 66 TO 71 INCLUSIVE OF THE MARENGO TERRACE TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11 PAGE(S) 166 AND 167 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THE SOUTHEAST ONE -HALF OF THAT PORTION OF BRITANIA STREET ADJOINING SAID LOTS ON THE NORTHWEST, ALSO TOGETHER WITH THE SOUTHWESTERLY ONE - HALF OF THAT PORTION OF CHARLOTTE STREET ADJOINING SAID LOTS ON THE NORTHEAST, ALSO TOGETHER WITH THAT CERTAIN TWELVE (12) FOOT WIDE ALLEY AS SAID STREETS AND ALLEY WERE VACATED BY ORDINANCE 121,334, OF THE CITY OF LOS ANGELES RECORDED MARCH 26, 1962 AS INSTRUMENT NO. 5151 OF OFFICIAL RECORDS, SAID ALLEY BEING BOUNDED ON THE NORTHEAST BY THE NORTHWESTERLY PROLONGATION THE NORTHEASTERLY LINE OF LOT 71 OF SAID MARENGO TERRACE TRACT.

EXCEPT THE SOUTHWESTERLY 30 FEET OF SAID LOTS 178 AND 209.

PARCEL 4:

THAT PORTION OF CUMMINGS STREET FORMERLY KNOWN AS PLYMOUTH STREET 50 FEET WIDE AND VARIABLE WIDTH LYING ADJACENT TO LOTS 178 TO 192 INCLUSIVE AND LYING SOUTHWESTERLY OF THE SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF LOT 192, TOGETHER WITH THE NORTH -SOUTH

ALLEY 12 FEET IN WIDTH LYING ADJACENT TO LOTS 165 TO 177 INCLUSIVE AND LYING EASTERLY OF CUMMINGS STREET AND LYING SOUTHWESTERLY OF THE SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF LOT 165, ALL AS DEDICATED BY THE MAP OF THE MARENGO TERRACE SHEET 2, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13 PAGE 21 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THOSE PORTIONS THEREOF LYING WITHIN MARENGO STREET.

PARCEL 5:

THAT PORTION OF CUMMINGS STREET FORMERLY KNOWN AS PLYMOUTH STREET 50 FEET IN WIDTH LYING ADJACENT TO LOTS 68 TO 71 INCLUSIVE, TOGETHER WITH THE NORTH -SOUTH ALLEY 12 FEET IN WIDTH LYING ADJACENT TO LOTS 92 TO 95 INCLUSIVE AND LYING EASTERLY OF CUMMINGS STREET, AS DEDICATED BY THE MAP OF MARENGO TERRACE, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11 PAGES 166 AND 167 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

BOTH CUMMINGS STREET AND THE ALLEY LIE SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF CHARLOTTE STREET AS SHOWN ON THE MAP OF SAID MARENGO TERRACE.

PARCEL 6:

THAT CERTAIN EAST -WEST ALLEY 12 FEET IN WIDTH ABUTTING LOTS 11, 12 AND 13 IN BLOCK 5 AS DEDICATED BY THE MAP OF LACY'S ORANGE SLOPE TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15 PAGES 55 AND 56 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

END OF LEGAL DESCRIPTION

CERTIFICATE OF ACCEPTANCE

In accordance with Section 27281 of the California Government Code, this is to certify that the interest in the real property conveyed by the Master Sublease, dated as of October 1, 2010, as supplemented by the First Amendment to Sublease, dated as of November 1, 2012 (collectively, the “Master Sublease”), each by and between the Los Angeles County Public Works Financing Authority, a joint powers authority organized and existing under the laws of the State of California (the “Authority”) and the County of Los Angeles, a political subdivision of the State of California (the “County”), from the Authority to the County, is hereby accepted by the undersigned on behalf of the County pursuant to authority conferred by resolution of the Board of Supervisors of the County adopted on _____, 2024, and the County consents to recordation thereof by its duly authorized officer.

Dated: _____, 2024

COUNTY OF LOS ANGELES

By: _____
Elizabeth Buenrostro Ginsberg,
Treasurer and Tax Collector

[Signature Page to Certificate of Acceptance]

**TO BE RECORDED AND
WHEN RECORDED RETURN TO:**

Stradling Yocca Carlson & Rauth
660 Newport Center Drive, Suite 1600
Newport Beach, CA 92660
Attention: Vanessa S. Legbandt, Esq.

[Space above for Recorder's Use Only.]

**FIRST AMENDMENT TO
MEMORANDUM OF ASSIGNMENT**

**TO BE RECORDED AND
WHEN RECORDED RETURN TO:**

Stradling Yocca Carlson & Rauth
660 Newport Center Drive, Suite 1600
Newport Beach, CA 92660
Attention: Vanessa S. Legbandt, Esq.

[Space above for Recorder's Use Only.]

**THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER
TAX PURSUANT TO SECTION 11921 OF THE CALIFORNIA REVENUE AND
TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES
PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.**

**FIRST AMENDMENT TO
MEMORANDUM OF ASSIGNMENT**

by and among

COUNTY OF LOS ANGELES,

LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY

and

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee**

Dated as of [September 1, 2024]

FIRST AMENDMENT TO MEMORANDUM OF ASSIGNMENT

THIS FIRST AMENDMENT TO MEMORANDUM OF ASSIGNMENT (this “First Amendment”) executed and entered into as of September 1, 2024, is by and among the COUNTY OF LOS ANGELES, a political subdivision of the State of California, as lessee (the “County”), the LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY, a joint exercise of powers entity organized and existing under and by virtue of the laws of the State of California, as lessor (the “Authority”), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, as successor to U.S. Bank National Association, as trustee (the “Trustee”).

RECITALS

WHEREAS, the County previously refinanced and financed the acquisition, construction and installation of certain property and improvements owned by the County (referred to and defined herein as the “2010 Project” and the “2012 Project” and collectively, the “Projects”); and

WHEREAS, in order to accomplish such refinancing and financing of the Projects, the County leased certain real property owned by the County and the improvements thereto, including the Los Angeles County +USC Medical Center (the “Medical Center”) and the High Desert Multi-Service Ambulatory Care Center (the “High Desert MACC”), to the Authority pursuant to a Master Site Lease, dated as of November 1, 2010 (the “Master Site Lease”), recorded with the Recorder's Office of the County (the “Recorder's Office”) on November 22, 2010 as Recorder Instrument No. 20101688247, as amended by a First Amendment to Site Lease, dated as of October 1, 2012 (together with the Master Site Lease, the “Amended Site Lease”), recorded with the Recorder's Office on October 17, 2012 as Recorder Instrument No. 20121570913, and subleased the Medical Center and the High Desert MACC from the Authority pursuant to a Master Sublease, dated as of November 1, 2010 (the “Master Sublease”), recorded with the Recorder's Office on November 22, 2010 as Recorder Instrument No. 20101688248, as amended by a First Amendment to Sublease, dated as of October 1, 2012 (together with the Master Sublease, the “Amended Sublease”), recorded with the Recorder's Office on October 17, 2012 as Recorder Instrument No. 20121570914; and

WHEREAS, the Authority issued its Lease Revenue Bonds (Multiple Capital Projects I), 2010 Series A (Tax-Exempt) (the “Series 2010A Bonds”) and its Lease Revenue Bonds (Multiple Capital Projects I), 2010 Series B (Build America Bonds/Recovery Zone Economic Development Bonds) (the “Series 2010B Bonds”) pursuant to a Master Indenture, dated as of November 1, 2010 (the “Master Indenture”), by and among the Authority, the County, and U.S. Bank Trust Company, National Association, as successor trustee (the “Trustee”); and

WHEREAS, the Authority issued its Lease Revenue Bonds (Multiple Capital Projects II), Series 2012 (the “Series 2012 Bonds”) pursuant to the Master Indenture, as supplemented by a First Supplemental Indenture, dated as of October 1, 2012 (together with the 2010 Master Indenture, the “Supplemented Indenture”), by and among the Authority, the County, and the Trustee; and

WHEREAS, in connection with such financings and the Supplemented Indenture, the Authority, the County, and the Trustee entered into a Memorandum of Assignment, dated as of November 1, 2010 and recorded with the Recorder's Office of the County on November 22, 2010 as Instrument No. 20101688249 and a Memorandum of Assignment, dated as of October 1, 2012 and

recorded with the Recorder's Office of the County on October 17, 2012 as Instrument No. 20121570915 (collectively, the "Memorandum of Assignment"); and

WHEREAS, pursuant to the Supplemented Indenture and the Memorandum of Assignment, the Authority sold, assigned and transferred to the Trustee certain of its rights under the Amended Sublease and under the Amended Site Lease; and

WHEREAS, pursuant to Section 7.02 of the Amended Sublease, the County and the Authority have entered into a Second Amendment to Sublease and a Second Amendment to Site Lease, each dated concurrently herewith, to release the High Desert MACC from the Amended Sublease and the Amended Site Lease; and

WHEREAS, the County, the Authority, and the Trustee now desire to enter into this First Amendment to provide for the release and reconveyance by the Trustee of all right, title and interest in the High Desert MACC, the Amended Sublease, and the Amended Site Lease, as provided in the Supplemented Indenture and the Memorandum of Assignment.

Part 1.1 Amendment to Memorandum of Assignment. The parties hereto agree to amend the Memorandum of Assignment as follows:

(a) **Release of Property.** Exhibit A attached to the Memorandum of Assignment is hereby deleted in its entirety and replaced with Exhibit A hereto. Pursuant to Section 7.02(e) of the Amended Sublease and the Second Amendment to Sublease, the Trustee hereby releases and reconveys all right, title, and interest held by the Trustee in the High Desert MACC, the Amended Sublease and the Master Site Lease under the Supplemented Indenture and the Memorandum of Assignment.

Part 1.2 Effect of First Amendment. This First Amendment and all of the terms and provisions herein contained shall form part of the Memorandum of Assignment as fully and with the same effect as if all such terms and provisions had been set forth in the Memorandum of Assignment. The Memorandum of Assignment is hereby ratified and confirmed and shall continue in full force and effect in accordance with the terms and provisions thereof, as heretofore amended and supplemented, and as amended and supplemented hereby. If there shall be any conflict between the terms of this First Amendment and the terms of the Memorandum of Assignment (as heretofore amended and in effect on the day prior to the effective date of this First Amendment), the terms of this First Amendment shall prevail.

Part 1.3 Execution in Counterparts. This First Amendment may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Part 1.4 Effective Date. This First Amendment shall become effective upon the date of recording hereof.

IN WITNESS WHEREOF, the parties here have caused this First Amendment to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

**LOS ANGELES COUNTY PUBLIC WORKS
FINANCING AUTHORITY**

By: _____
Elizabeth Buenrostro Ginsberg,
Treasurer

COUNTY OF LOS ANGELES

By: _____
Elizabeth Buenrostro Ginsberg,
Treasurer and Tax Collector

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION as Trustee**

By: _____
Authorized Officer

[Signature Page to First Amendment to Memorandum of Assignment]

EXHIBIT A

DESCRIPTION OF THE PROPERTY

All that real property situated in the County of Los Angeles, State of California, described as follows, and any improvements thereto:

Los Angeles County +USC Medical Center

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 1 OF TRACT NO. 2082, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 32 PAGE 73, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 1A:

LOT 1 OF TRACT NO. 9800, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 138 PAGES 36 AND 37 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THE NORTHWESTERLY HALF OF BRITANIA STREET, 50 FEET WIDE, AS SHOWN ON SAID TRACT NO. 9800, AS VACATED BY ORDINANCE 121,334, OF THE CITY OF LOS ANGELES RECORDED MARCH 26, 1962 AS INSTRUMENT NO. 5151 OF OFFICIAL RECORDS, BOUNDED ON THE SOUTHWEST BY THE SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF SAID LOT 1 AND BOUNDED ON THE NORTHEAST BY THE SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF SAID LOT 1.

PARCEL 2:

LOTS 56 TO 65 INCLUSIVE AND LOTS 72 TO 81 INCLUSIVE OF MARENGO TERRACE, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11 PAGE(S) 166 AND 167 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH THE SOUTHEASTERLY HALF OF BRITANIA STREET, 50 FEET WIDE, AS SHOWN ON SAID MARENGO TERRACE TRACT, AS VACATED BY ORDINANCE 121,334, OF THE CITY OF LOS ANGELES RECORDED MARCH 26, 1962 AS INSTRUMENT NO. 5151 OF OFFICIAL RECORDS, BOUNDED ON THE SOUTHWEST BY THE NORTHWESTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF LOT 65 OF SAID MARENGO TERRACE AND BOUNDED ON THE NORTHEAST BY THE NORTHWESTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF LOT 56 OF SAID MARENGO TERRACE TRACT.

ALSO TOGETHER WITH THE NORTHEASTERLY HALF OF CHARLOTTE STREET, 60 FEET WIDE, AS SHOWN ON SAID MARENGO TERRACE TRACT, AS VACATED BY

ORDINANCE 121,334, OF THE CITY OF LOS ANGELES RECORDED MARCH 26, 1962 AS INSTRUMENT NO. 5151 OF OFFICIAL RECORDS, BOUNDED ON THE SOUTHEAST BY THE SOUTHWESTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF LOT 72 OF SAID MARENGO TERRACE AND BOUNDED ON THE NORTHWEST BY THE SOUTHWESTERLY PROLONGATION OF THE CENTER LINE OF BRITANIA STREET AS SHOWN ON SAID MARENGO TERRACE TRACT.

ALSO TOGETHER WITH THAT CERTAIN ALLEY, 12 FEET WIDE, AS SHOWN ON SAID MARENGO TERRACE TRACT, AS VACATED BY ORDINANCE 121,334, OF THE CITY OF LOS ANGELES RECORDED MARCH 26, 1962 AS INSTRUMENT NO. 5151 OF OFFICIAL RECORDS, BOUNDED ON THE SOUTHWEST BY THE SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF LOT 65 OF SAID MARENGO TERRACE AND BOUNDED ON THE NORTHEAST BY THE SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF LOT 56 OF SAID MARENGO TERRACE TRACT.

PARCEL 3:

PARCEL 3A:

LOT 11 IN BLOCK 5 OF THE AMENDED MAP OF FLORENCE TERRACE, CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 30 PAGE 19 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE SOUTHWESTERLY 30 FEET THEREOF.

PARCEL 3B:

LOTS 220, 221, AND 222 OF MARENGO TERRACE, CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 22 PAGE 21 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE SOUTHWESTERLY 30 FEET OF LOT 220.

ALSO EXCEPTING ALL OIL, GAS, ASPHALTUM, HYDROCARBON MINERALS AND KINDRED SUBSTANCES IN AND UNDER SAID LAND BELOW THE DEPTH OF 500 FEET FROM THE SURFACE THEREOF, BUT WITHOUT RIGHT OF ENTRY THROUGH THE SURFACE OF SAID LAND RESERVED BY ROBERT LARNER AND BEVERLY LARNER, HUSBAND AND WIFE, IN DEED RECORDED JULY 30, 1965 AS INSTRUMENT NO. 1637, OF OFFICIAL RECORDS.

PARCEL 3C:

LOTS 92 TO 108 INCLUSIVE OF THE MARENGO TERRACE TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11 PAGE(S) 166 AND 167 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY TOGETHER WITH THE NORTH ONE -HALF OF THAT PORTION OF THE ALLEY ADJOINING SAID LOT 99 ON THE SOUTH AND THE SOUTH ONE -HALF OF THAT PORTION OF THE ALLEY ADJOINING SAID LOT 100 ON

THE NORTH AS VACATED BY ORDINANCE 19759, NEW SERIES, BOUNDED EAST AND WEST, RESPECTIVELY, BY THE EAST AND WEST LINES OF SAID LOTS PRODUCED SOUTHERLY TO THE CENTER LINE OF SAID ALLEY.

EXCEPT FROM LOT 99, ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE THEREOF, BUT WITH NO RIGHT OF SURFACE ENTRY, AS PROVED IN THE DEED RECORDED DECEMBER 4, 1978 AS INSTRUMENT NO. 78- 1342568, OF OFFICIAL RECORDS.

ALSO EXCEPT FROM LOT 103, ALL MINERAL RIGHTS BELOW A DEPTH OF 500 FEET AS RESERVED IN DEED RECORDED JUNE 21, 1983 AS INSTRUMENT NO. 83- 712511, OF OFFICIAL RECORDS.

PARCEL 3D:

LOTS 165 TO 177 INCLUSIVE OF MARENGO TERRACE TRACT, IN THE CITY OF LOS ANGELS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13 PAGE(S) 21 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE SOUTHWESTERLY 30 FEET OF SAID LOT 177.

PARCEL 3E: (5201- 009 -904)

LOTS 178 TO 209 INCLUSIVE OF MARENGO TERRACE TRACT, IN THE CITY OF LOS ANGELS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13 PAGE(S) 21 OF MAPS AND LOTS 66 TO 71 INCLUSIVE OF THE MARENGO TERRACE TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11 PAGE(S) 166 AND 167 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THE SOUTHEAST ONE -HALF OF THAT PORTION OF BRITANIA STREET ADJOINING SAID LOTS ON THE NORTHWEST, ALSO TOGETHER WITH THE SOUTHWESTERLY ONE - HALF OF THAT PORTION OF CHARLOTTE STREET ADJOINING SAID LOTS ON THE NORTHEAST, ALSO TOGETHER WITH THAT CERTAIN TWELVE (12) FOOT WIDE ALLEY AS SAID STREETS AND ALLEY WERE VACATED BY ORDINANCE 121,334, OF THE CITY OF LOS ANGELES RECORDED MARCH 26, 1962 AS INSTRUMENT NO. 5151 OF OFFICIAL RECORDS, SAID ALLEY BEING BOUNDED ON THE NORTHEAST BY THE NORTHWESTERLY PROLONGATION THE NORTHEASTERLY LINE OF LOT 71 OF SAID MARENGO TERRACE TRACT.

EXCEPT THE SOUTHWESTERLY 30 FEET OF SAID LOTS 178 AND 209.

PARCEL 4:

THAT PORTION OF CUMMINGS STREET FORMERLY KNOWN AS PLYMOUTH STREET 50 FEET WIDE AND VARIABLE WIDTH LYING ADJACENT TO LOTS 178 TO 192 INCLUSIVE AND LYING SOUTHWESTERLY OF THE SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF LOT 192, TOGETHER WITH THE NORTH -SOUTH

ALLEY 12 FEET IN WIDTH LYING ADJACENT TO LOTS 165 TO 177 INCLUSIVE AND LYING EASTERLY OF CUMMINGS STREET AND LYING SOUTHWESTERLY OF THE SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF LOT 165, ALL AS DEDICATED BY THE MAP OF THE MARENGO TERRACE SHEET 2, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13 PAGE 21 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THOSE PORTIONS THEREOF LYING WITHIN MARENGO STREET.

PARCEL 5:

THAT PORTION OF CUMMINGS STREET FORMERLY KNOWN AS PLYMOUTH STREET 50 FEET IN WIDTH LYING ADJACENT TO LOTS 68 TO 71 INCLUSIVE, TOGETHER WITH THE NORTH -SOUTH ALLEY 12 FEET IN WIDTH LYING ADJACENT TO LOTS 92 TO 95 INCLUSIVE AND LYING EASTERLY OF CUMMINGS STREET, AS DEDICATED BY THE MAP OF MARENGO TERRACE, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11 PAGES 166 AND 167 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

BOTH CUMMINGS STREET AND THE ALLEY LIE SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF CHARLOTTE STREET AS SHOWN ON THE MAP OF SAID MARENGO TERRACE.

PARCEL 6:

THAT CERTAIN EAST -WEST ALLEY 12 FEET IN WIDTH ABUTTING LOTS 11, 12 AND 13 IN BLOCK 5 AS DEDICATED BY THE MAP OF LACY'S ORANGE SLOPE TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15 PAGES 55 AND 56 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

END OF LEGAL DESCRIPTION

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 LOS ANGELES)

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____

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 of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

Title Or Type Of Document

- Partner(s) Limited General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____

Number Of Pages

Signer is representing:
Name Of Person(s) Or Entity(ies)

Date Of Documents

Signer(s) Other Than Named Above

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 LOS ANGELES)

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____

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 of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

Title Or Type Of Document

- Partner(s) Limited General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____

Number Of Pages

Signer is representing:
Name Of Person(s) Or Entity(ies)

Date Of Documents

Signer(s) Other Than Named Above

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 LOS ANGELES)

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____

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.

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**TO BE RECORDED AND
WHEN RECORDED RETURN TO:**

Stradling Yocca Carlson & Rauth LLP
660 Newport Center Drive, Suite 1600
Newport Beach, CA 92660
Attention: Vanessa S. Legbandt, Esq.

[Space above for Recorder's Use Only.]

MEMORANDUM OF ASSIGNMENT

**TO BE RECORDED AND
WHEN RECORDED RETURN TO:**

Stradling Yocca Carlson & Rauth LLP
660 Newport Center Drive, Suite 1600
Newport Beach, CA 92660
Attention: Vanessa S. Legbandt, Esq.

[Space above for Recorder's Use Only.]

**THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER
TAX PURSUANT TO SECTION 11921 OF THE CALIFORNIA REVENUE AND
TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES
PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.**

MEMORANDUM OF ASSIGNMENT

by and among

COUNTY OF LOS ANGELES,

LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY

and

**ZIONS BANCORPORATION, NATIONAL ASSOCIATION,
as Trustee**

Dated as of September 1, 2024

MEMORANDUM OF ASSIGNMENT

THIS MEMORANDUM OF ASSIGNMENT (this “Memorandum of Assignment”) executed and entered into as of September 1, 2024, is by and among the COUNTY OF LOS ANGELES, a political subdivision of the State of California, as lessee (the “County”), the LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY, a joint exercise of powers entity organized and existing under and by virtue of the laws of the State of California, as lessor (the “Authority”), and ZIONS BANCORPORATION, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, formerly known as Zions First National Bank, as trustee (the “Trustee”).

Part 1.1 The Sublease. The County leases from the Authority and the Authority leases to the County, certain real property located in the County of Los Angeles, State of California, described more fully in Exhibit A attached hereto and by this reference incorporated herein (the “Property”), upon the terms and conditions, and for the term, more fully set forth in the Master Sublease, dated as of February 1, 2015, recorded with the Recorder’s Office of the County on February 4, 2015 as Instrument No. 20150128157, as supplemented and amended by the First Amendment to Master Sublease, dated as of September 1, 2015, recorded with the Recorder’s Office of the County on September 1, 2015 as Instrument No. 20151080900, the Second Amendment to Master Sublease, dated as of March 1, 2016, recorded with the Recorder’s Office of the County on March 16, 2016 as Instrument No. 20160285435, the Third Amendment to Master Sublease, dated as of August 1, 2019, recorded with the Recorder’s Office of the County on August 28, 2019 as Instrument No. 20190869059, the Fourth Amendment to Master Sublease, dated as of October 1, 2021, recorded with the Recorder’s Office of the County on October 28, 2021 as Instrument No. 20211620436, the Fifth Amendment to Master Sublease, dated as of June 1, 2022, recorded with the Recorder’s Office of the County on June 2, 2022 as Instrument No. 20220588243, and the Sixth Amendment to Master Sublease, dated as of September 1, 2024, recorded with the Recorder’s Office of the County on September ___, 2024 as Instrument No. 2024_____ (collectively, the “Amended Sublease”), each by and between the Authority and the County, all of the provisions of which are hereby incorporated into this Memorandum of Assignment by reference.

Part 1.2 Term. The Amended Sublease is for a term commencing on September ___, 2024, and ending on December 1, 2054, unless such term is extended or sooner terminated as provided therein.

Part 1.3 Assignment. The Authority has agreed to sell, assign and transfer to the Trustee, and has sold, assigned and transferred to the Trustee, certain of its right, title and interest in and to the Amended Sublease and the Master Site Lease, dated as of February 1, 2015, recorded with the Recorder’s Office of the County on February 4, 2015 as Instrument No. 20150128156, as supplemented and amended by the First Amendment to Master Site Lease, dated as of September 1, 2015, recorded with the Recorder’s Office of the County on September 1, 2015 as Instrument No. 20151080899, the Second Amendment to Master Site Lease, dated as of March 1, 2016, recorded with the Recorder’s Office of the County on March 16, 2016 as Instrument No. 20160285434, the Third Amendment to Master Site Lease, dated as of August 1, 2019, recorded with the Recorder’s Office of the County on August 28, 2019 as Instrument No. 20190869058, the Fourth Amendment to Master Site Lease, dated as of October 1, 2021, recorded with the Recorder’s Office of the County on October 28, 2021 as Instrument No. 20211620435, the Fifth Amendment to Master Site Lease, dated as of June 1, 2022, recorded with the Recorder’s Office of the County on June 2, 2022 as Instrument

No. 20220588242, and the Sixth Amendment to Master Site Lease, dated as of September 1, 2024, recorded with the Recorder’s Office of the County on September ___, 2024 as Instrument No. 2024_____ (collectively, the “Amended Site Lease”), each by and between the County, as lessor, and the Authority, as lessee, all of the provisions of which are hereby incorporated into this Memorandum of Assignment by reference, upon the terms and conditions more fully set forth in the Master Indenture, dated as of February 1, 2015, by and among the Authority, the County and the Trustee (formerly known as Zions First National Bank), as supplemented by a First Supplemental Indenture, dated as of September 1, 2015, a Second Supplemental Indenture, dated as of March 1, 2016, a Third Supplemental Indenture, dated as of November 1, 2017, a Fourth Supplemental Indenture, dated as of August 1, 2019, a Fifth Supplemental Indenture, dated as of October 1, 2021, a Sixth Supplemental Indenture, dated as of June 1, 2022, and a Seventh Supplemental Indenture, dated as of September 1, 2024 (collectively, the “Supplemented Indenture”), each by and among the Authority, the County and the Trustee, all of the provisions of which are hereby incorporated into this Memorandum of Assignment by reference.

Pursuant to the Supplemented Indenture, the Authority and the County have provided for the issuance of Los Angeles County Public Works Financing Authority Lease Revenue Bonds (Multiple Capital Projects), 2015 Series A, Los Angeles County Public Works Financing Authority Lease Revenue Refunding Bonds, 2015 Series B (Tax-Exempt), Los Angeles County Public Works Financing Authority Lease Revenue Refunding Bonds, 2015 Series C (Federally Taxable), Los Angeles County Public Works Financing Authority Lease Revenue Bonds, 2016 Series D, Los Angeles County Public Works Financing Authority Lease Revenue Bonds, 2019 Series E-1, the Los Angeles County Public Works Financing Authority Lease Revenue Bonds, 2019 Series E-2, the Los Angeles County Public Works Financing Authority Lease Revenue Bonds, 2021 Series F (Green Bonds), the Los Angeles County Public Works Finance Authority Lease Refunding Revenue Bonds, 2022 Series G (Forward Delivery), and the Los Angeles County Public Works Finance Authority Lease Revenue Refunding Bonds, 2024 Series H, in the respective aggregate principal amounts of \$153,215,000, \$133,330,000, \$85,010,000, \$255,855,000, \$219,335,000, \$32,555,000, \$260,110,000, \$225,120,000, and \$_____, which are payable from Lease Revenues (as defined in the Supplemented Indenture). The Lease Revenues include the Base Rental Payments (as defined in the Amended Sublease) to be paid by the County under the Amended Sublease.

Part 1.4 Provisions Binding on Successors and Assigns. Subject to the provisions of the Amended Sublease relating to assignment and subletting, the Amended Sublease shall inure to the benefit of and shall be binding upon the County and the Authority and their respective successors and assigns. The Supplemented Indenture shall inure to the benefit of and shall be binding upon the County, the Authority and the Trustee and their respective successors and assigns.

Part 1.5 Purpose of Memorandum. This Memorandum of Assignment is prepared for the purpose of recordation, and it in no way modifies the provisions of the Amended Site Lease, the Amended Sublease or the Supplemented Indenture.

Part 1.6 Execution in Counterparts. This Sixth Amendment may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties here have caused this Memorandum of Assignment to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

**LOS ANGELES COUNTY PUBLIC WORKS
FINANCING AUTHORITY, as lessor**

By: _____
Elizabeth Buenrostro Ginsberg,
Treasurer

COUNTY OF LOS ANGELES, as lessee

By: _____
Elizabeth Buenrostro Ginsberg,
Treasurer and Tax Collector

**ZIONS BANCORPORATION, NATIONAL
ASSOCIATION as Trustee**

By: _____
[_____,
Sr. Vice President
Zions Bank Division]

[Signature Page to Memorandum of Assignment]

EXHIBIT A

DESCRIPTION OF THE PROPERTY

[Legal Description To Come]

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 LOS ANGELES)

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____

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 of Notary Public

OPTIONAL

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DESCRIPTION OF ATTACHED DOCUMENT

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- Corporate Officer

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Title Or Type Of Document

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Date Of Documents

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) ss.
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ESCROW AGREEMENT

by and between the

LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY

and

ZIONS BANCORPORATION, NATIONAL ASSOCIATION

Dated as of September 1, 2024

**Los Angeles County Public Works Financing Authority
Lease Revenue Bonds (Multiple Capital Projects), 2015 Series A**

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this “Escrow Agreement”), executed and entered into and dated as of September 1, 2024, is by and between the LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY, a joint powers authority organized and existing under the laws of the State of California (the “Authority”), and ZIONS BANCORPORATION, NATIONAL ASSOCIATION, as escrow bank (the “Escrow Bank”) and as Prior Trustee (as defined herein).

RECITALS

WHEREAS, there are currently outstanding Los Angeles County Public Works Financing Authority Lease Revenue Bonds (Multiple Capital Projects), 2015 Series A (the “Prior Bonds”), in the aggregate principal amount of \$130,080,000; and

WHEREAS, the Prior Bonds were issued pursuant to the Master Indenture, dated as of February 1, 2015 (the “Original Indenture”), by and among the Authority, the County of Los Angeles and Zions Bancorporation, National Association, formerly known as Zions First National Bank, as trustee (the “Prior Trustee”), as supplemented and amended to date; and

WHEREAS, the Prior Bonds are payable from certain lease payments to be made by the County of Los Angeles (the “County”) under the Master Sublease, dated as of February 1, 2015 (as amended and supplemented to date, the “Sublease”), pursuant to which the Authority leased certain real property and the improvements thereto to the County; and

WHEREAS, the County has determined that debt service savings can be achieved by refunding the Prior Bonds maturing on December 1 of each of the years 2024 through 2034, inclusive, 2039 and 2044 (collectively, the “Refunded Bonds”); and

WHEREAS, the Escrow Bank is the trustee under the Original Indenture; and

WHEREAS, the Authority and the County have determined that savings will be realized by providing the funds necessary to pay, when due, the principal of and interest on the Refunded Bonds to December __, 2024 (the “Redemption Date”) and to redeem the callable Refunded Bonds on the Redemption Date at a redemption price (the “Redemption Price”) equal to the principal amount thereof, plus unpaid accrued interest thereon to the Redemption Date, without premium; and

WHEREAS, in order to provide the funds necessary to redeem the Refunded Bonds, the Authority has issued \$_____ aggregate principal amount of Los Angeles County Public Works Financing Authority Lease Revenue Bonds, 2024 Series H (the “Refunding Bonds”) pursuant to the Original Indenture, as supplemented by a First Supplemental Indenture, dated as of September 1, 2015, a Second Supplemental Indenture, dated as of March 1, 2016, a Third Supplemental Indenture, dated as of November 1, 2017, a Fourth Supplemental Indenture, dated as of August 1, 2019, a Fifth Supplemental Indenture, dated as of October 1, 2021, a Sixth Supplemental Indenture, dated as of June 1, 2022, and a Seventh Supplemental Indenture, dated as of September 1, 2024 (collectively, the “Indenture”), each by and among the Authority, the County and the Trustee; and

WHEREAS, the callable Refunded Bonds are subject to redemption on the Redemption Date and the County has determined to provide for the call for redemption on the Redemption Date of the callable Refunded Bonds outstanding on the Redemption Date;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Authority and the Escrow Bank agree as follows:

Section 1. Definitions. Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to such terms in the Original Indenture.

Section 2. The Escrow Fund. (a) There is hereby established a fund (the “Escrow Fund”) to be held as an irrevocably pledged escrow by the Escrow Bank, which the Escrow Bank shall keep separate and apart from all other funds of the Authority and the Escrow Bank and to be applied solely as provided in this Escrow Agreement.

Pending application as provided in this Escrow Agreement, amounts on deposit in the Escrow Fund are hereby pledged and assigned solely to the payment of (i) the principal and interest evidenced by the Refunded Bonds coming due on and prior to the Redemption Date, and (ii) the Redemption Price on the Redemption Date, which amounts shall be held in trust by the Escrow Bank for the Owners of the Refunded Bonds.

(b) Upon the execution and delivery of the Refunding Bonds, there shall be deposited in the Escrow Fund \$_____ received from the proceeds of the sale of the Refunding Bonds as provided in Section 17.04 of the Indenture. [The Escrow Bank, as Prior Trustee, has informed the County that, as of the date hereof, there is no less than \$_____ on deposit in the Common Reserve Account of the Reserve Fund established under the Original Indenture for the Prior Bonds. The Authority has determined that, pursuant to Section 4.06(g) of the Original Indenture, \$_____ may be released from the Common Reserve Account as a result of the refunding of the Refunded Bonds. On the date hereof, the Prior Trustee is directed by the Authority to transfer such moneys to the Escrow Bank and the Escrow Bank shall deposit such moneys in the Escrow Fund.]

(c) Upon the deposit of moneys pursuant to Section 2(b), the moneys on deposit in the Escrow Fund will be at least equal to an amount sufficient to purchase the aggregate principal amount of Defeasance Securities set forth in Exhibit A hereto (the “Exhibit A Securities”), which principal, together with all interest due or to become due on such Exhibit A Securities, and any uninvested cash held by the Escrow Bank in the Escrow Fund, will be sufficient to make the payments required by Section 4 hereof.

Section 3. Use and Investment of Moneys. (a) The Escrow Bank hereby acknowledges deposit of the moneys described in Section 2(b) and is directed by the Authority, and agrees to invest \$_____ of such moneys in the Exhibit A Securities upon receipt of certification by a nationally recognized firm of independent certified public accountants that the Exhibit A Securities will mature in such principal amounts and earn interest in such amounts and, in each case, at such times, so that sufficient moneys will be available from maturing principal and interest on the Exhibit A Securities, together with any uninvested moneys then held by the Escrow Bank in the Escrow Fund, to make all payments required by Section 4 hereof. Except as provided in Section 3(b) or Section 3(c), the balance of the moneys described in Section 2 in the amount of \$_____ shall be held uninvested in the Escrow Fund.

(b) Upon the written request of an Authorized Representative of the Authority, but subject to the conditions and limitations herein set forth, the Escrow Bank shall purchase substitute Defeasance Securities for the Defeasance Securities then held in an Escrow Fund with the proceeds derived from the sale, transfer, redemption or other disposition of Defeasance Securities then on deposit in such

Escrow Fund and any uninvested money then held by the Escrow Bank hereunder in accordance with the provisions of this Section. Such sale, transfer, redemption or other disposition of Defeasance Securities then on deposit in such Escrow Fund and substitution of other Defeasance Securities shall be effected by the Escrow Bank upon the written request of an Authorized Representative of the Authority but only by a simultaneous transaction and only upon receipt of (i) certification by a nationally recognized firm of independent certified public accountants that the Defeasance Securities to be substituted, together with the Defeasance Securities which will continue to be held in such Escrow Fund, will mature in such principal amounts and earn interest in such amounts and, in each case, at such times so that sufficient moneys will be available from maturing principal and interest on such Defeasance Securities held in such Escrow Fund, together with any uninvested moneys, to make all payments required by Section 4 hereof, which have not previously been made, and (ii) receipt by the Escrow Bank of an opinion of counsel of recognized standing in the field of law relating to municipal bonds to the effect that the sale, transfer, redemption or other disposition and substitution of Defeasance Securities will not adversely affect the exclusion of interest on the Prior Bonds or the Refunding Bonds from gross income for purposes of federal income taxation.

(c) Upon the written request of an Authorized Representative of the Authority, but subject to the conditions and limitations herein set forth, the Escrow Bank will apply any moneys received from the maturing principal of or interest or other investment income on any Defeasance Securities held in an Escrow Fund, or the proceeds from any sale, transfer, redemption or other disposition of Defeasance Securities pursuant to Section 3(b) not required for the purposes of said Section (i) to the extent such moneys will not be required at any time for the purpose of making a payment required by Section 4 hereof, as certified by a nationally recognized firm of independent certified public accountants delivered to the Escrow Bank, such moneys shall be transferred to the Trustee for deposit in the Interest Account of the Payment Fund established under the Indenture for the Refunding Bonds upon the written request of an Authorized Representative of the Authority as received by the Escrow Bank, free and clear of any trust, lien, pledge or assignment securing the Refunded Bonds or otherwise existing hereunder, and (ii) to the extent such moneys will be required for such purpose at a later date, shall, to the extent practicable, be invested or reinvested in Defeasance Securities maturing at times and in amounts sufficient, as certified by a nationally recognized firm of independent certified public accountants delivered to the Escrow Bank, to make such payment required by Section 4 hereof.

(d) All Defeasance Securities purchased pursuant to this Escrow Agreement shall be deposited in and held for the credit of the Escrow Fund. Except as provided in this Section 3, no moneys or Defeasance Securities deposited with the Escrow Bank pursuant to this Escrow Agreement nor principal of, or interest payments or other investment income on, any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the Refunded Bonds as provided by Section 4 hereof.

(e) The Owners of the Refunded Bonds shall have a first and exclusive lien on the moneys and Defeasance Securities in the Escrow Fund until such moneys and Defeasance Securities are used and applied as provided in this Escrow Agreement.

(f) The Escrow Bank shall not be held liable for investment losses resulting from compliance with the provisions of this Escrow Agreement

Section 4. Payment of Refunded Bonds. From the maturing principal of the Defeasance Securities held in the Escrow Fund and the investment income and other earnings thereon and any uninvested money then held in the Escrow Fund, the Escrow Bank shall pay, when due, the principal

of and interest on the Refunded Bonds to the Redemption Date and, on the Redemption Date, pay the Redemption Price in accordance with the terms of the Original Indenture.

To the extent that the amount on deposit in the Escrow Fund on the Redemption Date is in excess of the amount necessary to make the required payments with respect to the Refunded Bonds, as shown in the then applicable escrow verification of the nationally recognized firm of independent certified public accountants, such excess shall be transferred to the Trustee for deposit in the Interest Account of the Payment Fund established under the Indenture for the Refunding Bonds.

Section 5. Irrevocable Instructions to Mail Notices. The Authority hereby irrevocably designates the Refunded Bonds for prior redemption on the Redemption Date as indicated in Section 4 hereof and hereby irrevocably instructs the Escrow Bank to give, (a) in accordance with Section 3.05 of the Original Indenture, notice of redemption of the callable Refunded Bonds in substantially the form set forth in Exhibit B hereto, and (b) in accordance with Section 9.02(a) of the Original Indenture and the Continuing Disclosure Certificate of the County, dated February 4, 2015, relating to the Prior Bonds, notice of defeasance of the Refunded Bonds in substantially the form set forth in Exhibit C hereto.

Section 6. Performance of Duties. The Escrow Bank agrees to perform the duties set forth herein and agrees that the irrevocable instructions to the Escrow Bank herein provided are in a form satisfactory to it.

Section 7. Escrow Bank's Authority to Make Investments. The Escrow Bank shall have no power or duty to invest any funds held under this Escrow Agreement except as provided in Section 3 hereof. The Escrow Bank shall have no power or duty to transfer or otherwise dispose of the moneys held hereunder except as provided in this Escrow Agreement.

Section 8. Indemnity. To the extent permitted by law, the Authority hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect, save and keep harmless the Escrow Bank and its respective successors, assigns, agents, officers, directors, employees and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees, expenses and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against, the Escrow Bank at any time (whether or not also indemnified against the same by the Authority or any other person under any other agreement or instrument, but without double indemnity) in any way relating to or arising out of the execution, delivery and performance of this Escrow Agreement, the establishment hereunder of the Escrow Fund, the acceptance of the funds and securities deposited therein, the purchase of any securities to be purchased thereto, the retention of such securities or the proceeds thereof and any payment, transfer or other application of moneys or securities by the Escrow Bank in accordance with the provisions of this Escrow Agreement; provided, however, that the Authority shall not be required to indemnify the Escrow Bank against the Escrow Bank's own negligence or willful misconduct or the negligence or willful misconduct of the Escrow Bank's respective successors, assigns, agents and employees or the material breach by the Escrow Bank of the terms of this Escrow Agreement. In no event shall the Authority or the Escrow Bank be liable to any person by reason of the transactions contemplated hereby other than to each other as set forth in this Section. The indemnities contained in this Section shall survive the termination of this Escrow Agreement.

Section 9. Responsibilities of Escrow Bank. The Escrow Bank and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Escrow Agreement, the establishment of the Escrow Funds, the acceptance of the moneys or any securities deposited therein, the purchase of the securities to be purchased pursuant hereto, the retention of such securities or the proceeds thereof, the sufficiency of the securities or any uninvested moneys held hereunder to accomplish the redemption of the Refunded Bonds, or any payment, transfer or other application of moneys or securities by the Escrow Bank in accordance with the provisions of this Escrow Agreement or by reason of any non-negligent act, non-negligent omission or non-negligent error of the Escrow Bank made in good faith in the conduct of its duties. The recitals of fact contained in the “Whereas” clauses herein shall be taken as the statements of the Authority, and the Escrow Bank assumes no responsibility for the correctness thereof. The Escrow Bank makes no representation as to the sufficiency of the securities to be purchased pursuant hereto and to any uninvested moneys to accomplish the redemption of the Refunded Bonds pursuant to the Original Indenture or to the validity of this Escrow Agreement as to the Authority and, except as otherwise provided herein, the Escrow Bank shall incur no liability in respect thereof. The Escrow Bank shall not be liable in connection with the performance of its duties under this Escrow Agreement except for its own negligence, willful misconduct or default, and the duties and obligations of the Escrow Bank shall be determined by the express provisions of this Escrow Agreement. The Escrow Bank may consult with counsel, who may or may not be counsel to the Authority, and in reliance upon the written opinion of such counsel shall have full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Bank shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering, or omitting any action under this Escrow Agreement, such matter (except the matters set forth herein as specifically requiring a certificate of a nationally recognized firm of independent certified public accountants or an opinion of counsel of recognized standing in the field of law relating to municipal bonds) may be deemed to be conclusively established by a written certification of the Authority. Whenever the Escrow Bank shall deem it necessary or desirable that a matter specifically requiring a certificate of a nationally recognized firm of independent certified public accountants or an opinion of counsel of recognized standing in the field of law relating to municipal bonds be proved or established prior to taking, suffering, or omitting any such action, such matter may be established only a certificate signed by a nationally recognized firm of certified public accountants or such opinion of counsel of recognized standing in the field of law relating to municipal bonds.

No provision of this Escrow Agreement shall require the Escrow Bank to risk or advance its own funds. The Escrow Bank shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, bonds or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Escrow Bank may execute any of its powers or duties hereunder through attorneys, agents or receivers and shall not be answerable for the actions of such attorneys, agents or receivers if selected by it with reasonable care.

The Escrow Bank agrees to accept and act upon instructions or directions pursuant to this Escrow Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Escrow Bank shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the Authority elects to give the Escrow Bank e-mail or facsimile instructions (or instructions by a similar electronic method) and the Escrow Bank in its discretion elects to act upon such instructions, the Escrow Bank’s understanding

of such instructions shall be deemed controlling. The Escrow Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Bank's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Authority agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Escrow Bank, including without limitation the risk of the Escrow Bank acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 10. Amendments. The Authority and the Escrow Bank may (but only with the consent of the Owners of all of the Refunded Bonds and the Insurer) amend this Escrow Agreement or enter into agreements supplemental to this Escrow Agreement.

Section 11. Term. This Escrow Agreement shall commence upon its execution and delivery and shall terminate on the date upon which the Refunded Bonds have been paid in accordance with this Escrow Agreement.

Section 12. Compensation. The Authority shall from time to time pay or cause to be paid to the Escrow Bank the agreed upon compensation for its services to be rendered hereunder, and reimburse the Escrow Bank for all of its reasonable advances in the exercise and performance of its duties hereunder; provided, however, that under no circumstances shall the Escrow Bank be entitled to any lien whatsoever on any moneys or obligations in the Escrow Fund for the payment of fees and expenses for services rendered or expenses incurred by the Escrow Bank under this Escrow Agreement or otherwise.

Section 13. Severability. If any one or more of the covenants or agreements provided in this Escrow Agreement on the part of the Authority or the Escrow Bank to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenants or agreements shall be null and void and shall be deemed separate from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Escrow Agreement.

Section 14. Counterparts. This Escrow Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as an original but all of which shall constitute and be but one and the same instrument.

Section 15. Governing Law. This Escrow Agreement shall be construed under the laws of the State of California.

**ZIONS BANCORPORATION, NATIONAL
ASSOCIATION, as Escrow Bank and Prior
Trustee**

By: _____
Authorized Officer

**LOS ANGELES COUNTY PUBLIC WORKS
FINANCING AUTHORITY**

By: _____
Elizabeth Buenrostro Ginsberg,
Treasurer

EXHIBIT A

DEFEASANCE SECURITIES

<u>Type</u>	<u>Maturity</u>	<u>Par Amount</u>	<u>Interest Rate</u>	<u>Price</u>	<u>Cost</u>
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EXHIBIT B

NOTICE OF REDEMPTION

**LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY
LEASE REVENUE BONDS (MULTIPLE CAPITAL PROJECTS), 2015 SERIES A**

Each maturity of the Refunded Bonds relating to this notice (as defined below) is identified by the corresponding CUSIP number set forth below:

<u>Maturity Date (December 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Redemption Price</u>	<u>CUSIP</u>
2025	\$ 3,775,000	5.00%	100.00	54473EQH0
2026	3,965,000	5.00	100.00	54473EQJ6
2027	4,170,000	5.00	100.00	54473EQK3
2028	4,385,000	5.00	100.00	54473EQL1
2029	4,610,000	5.00	100.00	54473EQM9
2030	4,845,000	5.00	100.00	54473EQN7
2031	5,095,000	5.00	100.00	54473EQP2
2032	5,355,000	5.00	100.00	54473EQQ0
2033	5,630,000	5.00	100.00	54473EQR8
2034	5,920,000	5.00	100.00	54473EQS6
2039	34,470,000	4.00	100.00	54473EQT4
2044	44,270,000	5.00	100.00	54473EQU1

NOTICE IS HEREBY GIVEN that the Los Angeles County Public Works Financing Authority (the “Authority”), has caused to be deposited a portion of the proceeds of its Los Angeles County Public Works Financing Authority Lease Revenue Bonds, 2024 Series H, with Zions Bancorporation, National Association, as escrow bank (the “Escrow Bank”) pursuant to the Escrow Agreement, dated as of September 1, 2024 (the “Escrow Agreement”), by and between the Authority and the Escrow Bank, to redeem all of the outstanding Los Angeles County Public Works Financing Authority Lease Revenue Bonds (Multiple Capital Projects), 2015 Series A, as further described in the table above (the “Refunded Bonds”) on December __, 2024 (the “Redemption Date”) at a redemption price (the “Redemption Price”) equal to the principal amount thereof, plus unpaid accrued interest thereon to the Redemption Date, without premium. The Refunded Bonds were issued pursuant to the Master Indenture, dated as of February 1, 2015, by and among the Authority, the County of Los Angeles and Zions Bancorporation, National Association, formerly known as Zions First National Bank, as trustee (the “Trustee”) (collectively the “Original Indenture”), by and among the Authority, the County and the Trustee. On the Redemption Date, there shall become due and payable upon the Refunded Bonds the Redemption Price and interest on the Refunded Bonds will not accrue from and after the Redemption Date.

The Refunded Bonds must be surrendered by the owners at the corporate trust office of the Trustee (or at such other place or places designated by the Trustee):

Zions Bancorporation, National Association
[550 South Hope Street, Suite 2875
Los Angeles, California 90071

Attention: Corporate Trust]

In compliance with federal law, the Trustee is required to withhold at the current rate of withholding from payments of principal to individuals who fail to furnish valid Taxpayer Identification Numbers. A completed form W-9 should be presented with your Refunded Bonds.

The CUSIP numbers have been assigned to this issue are included solely for the convenience of the holders. Neither the Authority nor the Trustee nor the Escrow Bank shall be responsible for the selection or use of the CUSIP numbers, nor is any representation made as to their correctness on the Refunded Bonds or as indicated in any notice of redemption.

Dated: _____, 2024

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, AS TRUSTEE

EXHIBIT C

NOTICE OF FULL DEFEASANCE

**LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY
LEASE REVENUE BONDS (MULTIPLE CAPITAL PROJECTS), 2015 SERIES A**

NOTICE IS HEREBY GIVEN to the owners of the Los Angeles County Public Works Financing Authority Lease Revenue Bonds (Multiple Capital Projects), 2015 Series A, as further described below (the “Defeased Bonds”) that the Los Angeles County Public Works Financing Authority (the “Authority”) has caused to be deposited with Zions Bancorporation, National Association, as escrow bank (the “Escrow Bank”) pursuant to the Escrow Agreement, dated as of September 1, 2024, by and between the Authority and the Escrow Bank, moneys as permitted by the Master Indenture, dated as of February 1, 2015, by and among the Authority, the County of Los Angeles (the “County”) and Zions Bancorporation, National Association, formerly known as Zions First National Bank, as trustee (the “Trustee”), as supplemented from time to time, which will be sufficient to pay the principal of and interest on the Defeased Bonds when due on December 1, 2024 and the redemption price of the Defeased Bonds maturing on and after December 1, 2025 on the redemption date designated therefor of December __, 2024.

Upon the deposit of moneys with the Escrow Bank as described above, all liability of the Authority with respect to the Defeased Bonds has ceased, terminated and become void and been discharged and satisfied; provided, however, that the owners of the Defeased Bonds are entitled to the payment of the principal, premium, and interest on the Defeased Bonds, and the Authority shall remain liable for such payment, but only out of the money deposited as described above.

DEFEASED BONDS

<u>Maturity Date (December 1)</u>	<u>Principal Amount</u>	<u>CUSIP</u>
2024	\$ 3,590,000	54473EQG2
2025	3,775,000	54473EQH0
2026	3,965,000	54473EQJ6
2027	4,170,000	54473EQK3
2028	4,385,000	54473EQL1
2029	4,610,000	54473EQM9
2030	4,845,000	54473EQN7
2031	5,095,000	54473EQP2
2032	5,355,000	54473EQQ0
2033	5,630,000	54473EQR8
2034	5,920,000	54473EQS6
2039	34,470,000	54473EQT4
2044	44,270,000	54473EQU1

All obligations of the County under the Continuing Disclosure Certificate dated February 4, 2015 with respect to the Defeased Bonds have ceased, terminated and been discharged and satisfied.

Dated September __, 2024