



Board of Supervisors Public Safety Cluster Agenda Review Meeting

DATE: June 12, 2024

TIME: 9:30 a.m. – 11:00 a.m.

MEETING CHAIR: Steven Edwards, 3rd Supervisorial District

CEO MEETING FACILITATOR: Dardy Chen

This meeting will be held in hybrid format which allows the public to participate virtually, or in-person, as permitted under the Board of Supervisors’ March 19, 2024 order.

To participate in the meeting in-person, the meeting location is:

Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012
Room 374-A

To participate in the meeting virtually, please call teleconference number

1 (323) 776-6996 and enter the following 169948309# or [Click here to join the meeting](#)

For Spanish Interpretation, the Public should send emails within 48 hours in advance of the meeting to: ClusterAccommodationRequest@bos.lacounty.gov

Members of the Public may address the Public Safety Cluster on any agenda item during General Public Comment.
The meeting chair will determine the amount of time allowed for each item.
THIS TELECONFERENCE WILL BE MUTED FOR ALL CALLERS. PLEASE DIAL *6 TO UNMUTE YOUR PHONE WHEN IT IS YOUR TIME TO SPEAK.

1. CALL TO ORDER

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

- A.** Board Letter:
APPROVAL OF A CONTRACT WITH ABSOLUTE SECURITY INTERNATIONAL, INC., DBA: ABSOLUTE INTERNATIONAL SECURITY, FOR ARMED AND UNARMED SECURITY SERVICES
Speaker(s): David Breen, Jenny Carney, and Julia Kim (Fire)

- B.** Board Letter:
FIRE COMMAND AND CONTROL FACILITY FIRE SUPPRESSION PROJECT
Speaker(s): Alicia Ramos (Public Works)
- C.** Board Letter:
MEDICAL EXAMINER X-RAY ROOM REFURBISHMENT PROJECT
Speaker(s): Thomas DeSantis and Nichelle Shaw (Internal Services)
- D.** Board Letter:
FIVE-YEAR LEASE DISTRICT ATTORNEY, INTERNAL SERVICES DEPARTMENT,
EXECUTIVE OFFICE OF THE BOARD OF SUPERVISORS
12750 CENTER COURT DRIVE, CERRITOS
Speaker(s): Alexandra Nguyen-Rivera (CEO)

3. PRESENTATION/DISCUSSION ITEM(S):

- A.** Board Letter:
ORDINANCE AMENDING TITLE 12 OF THE LOS ANGELES COUNTY CODE
UNIFIED PROGRAM ANNUAL FEES FOR HAZARDOUS WASTE
GENERATOR/TIERED PERMITTING, HAZARDOUS MATERIALS HANDLER,
CALIFORNIA ACCIDENTAL RELEASE PREVENTION PROGRAM, AND
ABOVEGROUND PETROLEUM STORAGE TANK PERMITS FOR FISCAL YEAR
2024-25
Speaker(s): Albert Yanagisawa, Mario Tresieras, and Julia Kim (Fire)
- B.** Board Letter:
MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT BY AND BETWEEN
COUNTY OF LOS ANGELES AND CONTRACT CITIES
Speaker(s): Mina Cho and Jason Lee (Sheriff's)
- C.** Board Briefing:
COMMUNITY CARE AND JUSTICE DEPARTMENT'S FINAL CHANGES BUDGET
BRIEFING
Speaker(s): Kieu-Anh King and Staff (CEO)
- D.** Board Briefing:
PUBLIC SAFETY DEPARTMENT'S FINAL CHANGES BUDGET BRIEFING
Speaker(s): Rene Phillips and Staff (CEO)

4. PUBLIC COMMENTS

5. ADJOURNMENT

CLOSED SESSION ITEM(S):

CS-1 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

(Subdivision (a) of Government Code Section 54956.9)

Jordan Primo v. County of Los Angeles

Los Angeles Superior Court Case No. 19STCV43596

Department: Fire

PLEASE NOTE:

**THE JUNE 19, 2024, PUBLIC SAFETY CLUSTER AGENDA REVIEW MEETING IS
CANCELED IN OBSERVANCE OF THE JUNETEENTH HOLIDAY.**

HAVE A SAFE, HAPPY AND HEALTHY HOLIDAY.

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

PUBLIC_SAFETY_COMMENTS@CEO.LACOUNTY.GOV

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	6/12/2024		
BOARD MEETING DATE	6/25/2024		
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Fire Department		
SUBJECT	Armed and Unarmed Security Services		
PROGRAM	Various		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	If Yes, please explain why:		
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable		
DEADLINES/ TIME CONSTRAINTS			
COST & FUNDING	Total cost:	\$7,633,097.48	Funding source:
			District funding
	TERMS (if applicable): 3 years, plus two one-year extension options		
Explanation: The maximum contract sum is \$7,633,097.48. The sum includes the five-year base contract aggregate sum of \$6,939,179.52 plus a ten percent annual contingency of \$693,917.96 for any additional unforeseen emergent circumstances.			
PURPOSE OF REQUEST	Approval of the recommended actions will allow the District to continue receiving armed and unarmed security services at the District's headquarters, Pacoima facility, and Del Valle Regional Training Center.		
BACKGROUND (include internal/external issues that may exist including any related motions)	These security services will support the District's ability to respond to emergencies by providing a secure environment for District personnel and safeguarding critical equipment and assets.		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
	If Yes, please state which one(s) and explain how: Approval of the recommended actions is consistent with the County's Strategic Plan North Star Focus Area Goal 3C. – Public Safety: Enhance the safety of the public and our communities by addressing the risks, danger, harm, and conditions that cause, drive, or can help mitigate unlawful activity and crime. Contracting these security services supports the District's ability to provide public safety emergency services by safeguarding its infrastructure and ensuring critical assets and emergency equipment remain secure.		

**DEPARTMENTAL
CONTACTS**

Name, Title, Phone # & Email:
Marissa Martin Jensen, ASM II, 323-881-6173,
Marissa.MartinJensen@fire.lacounty.gov



COUNTY OF LOS ANGELES FIRE DEPARTMENT



ANTHONY C. MARRONE
FIRE CHIEF
FORESTER & FIRE WARDEN

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

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401
www.fire.lacounty.gov

BOARD OF SUPERVISORS
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SECOND DISTRICT
KATHRYN BARGER
FIFTH DISTRICT

June 25, 2024

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

Dear Supervisors:

**APPROVAL OF A CONTRACT WITH ABSOLUTE SECURITY INTERNATIONAL, INC.,
DBA: ABSOLUTE INTERNATIONAL SECURITY, FOR ARMED AND UNARMED
SECURITY SERVICES
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors' (Board) approval to establish a Proposition A contract with Absolute Security International, Inc., DBA: Absolute International Security (AIS), to provide armed and unarmed security services (Security Services) at the District's headquarters, Pacoima facility, and Del Valle Regional Training Center.

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

1. Find that the requested Security Services can be performed more economically by an independent contractor rather than County of Los Angeles employees, and that the proposed contract meets all the mandatory prerequisites of Section 2.121.380 of the County Code.

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

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

CARSON
CERRITOS
CLAREMONT
COMMERCE
COVINA
CUDAHY
DIAMOND BAR
DUARTE

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

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

LAWNDALE
LOMITA
LYNWOOD
MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES
PARAMOUNT

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

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

2. Approve and instruct the Chair to sign the enclosed contract (Enclosure A) between the District and AIS for Security Services at the District's headquarters, Pacoima facility, and Del Valle Regional Training Center. The initial term of the contract will be for three years, with two one-year extension options for a maximum contract term of five years. This contract shall be effective July 1, 2024.
3. Authorize the maximum contract sum of \$7,633,097.48, including the initial contract term of three years, and two one-year extensions options. The maximum contract sum represents the total contract cost based on the price submitted in AIS's cost proposal (Enclosure B), plus a ten percent annual contingency as needed for any additional unforeseen emergent circumstances. The maximum contract sum is comprised of (a) the five-year base contract aggregate sum of \$6,939,179.52; and (b) ten percent annual contingency aggregate sum of \$693,917.96.

Contract expenditures are as follows:

Year 1 at \$1,297,703.68 plus a 10 percent contingency of \$129,770.37

Year 2 at \$1,343,130.88 plus a 10 percent contingency of \$134,313.09

Year 3 at \$1,392,343.68 plus a 10 percent contingency of \$139,234.37

Year 4 option at \$1,430,374.40 plus a 10 percent contingency of \$143,037.44

Year 5 option at \$1,475,626.88 plus a 10 percent contingency of \$147,562.69

4. Delegate authority to the Fire Chief, or his designee, to: (a) execute amendments and minor modifications, including the extensions and contingencies as described in recommendations two and three above, respectively, in accordance with the approved contract terms and conditions, provided the amounts payable under such amendments do not exceed the annual budget and with County Counsel approval as to form; and (b) in the event of poor contractor performance and as a last resort, terminate this contract and award services to the next highest-ranked proposer, provided that: (i) any reassignment does not exceed 10% of the total maximum contract sum or exceed available funding, (ii) approval is obtained by County Counsel prior to any such reassignment of contract, and (iii) the Fire Chief, or his designee, notifies the Board and Chief Executive Office (CEO) within 30 days after such reassignment has been executed.
5. Find that this contract is exempt from the provisions of the California Environmental Quality Act (CEQA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION(S)

The recommended actions will enable the District to continue receiving Security Services at its headquarters, Pacoima facility, and Del Valle Regional Training Center. Award of this contract: 1) meets the requirements of County Code Section 2.121.380 in that these services will be performed more economically by an independent contractor rather than County employees; 2) will support the District's ability to respond to emergencies by providing a secure environment for District personnel, and safeguarding critical equipment and assets; 3) will not result in the unauthorized disclosure of confidential information; 4) ensures alternative

resources are available to perform the services in the event of a default by the contractor; and 5) will not infringe upon the proper role of the District in its relationship to the public nor will it reduce the District's services.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Plan North Star Focus Area Goal 3C. – Public Safety: Enhance the safety of the public and our communities by addressing the risks, danger, harm, and conditions that cause, drive, or can help mitigate unlawful activity and crime. Contracting these security services supports the District's ability to provide public safety emergency services by safeguarding its infrastructure and ensuring critical assets and emergency equipment remain secure. AIS will provide protection from potential threats such as vandalism, trespassing, and theft and are trained to observe and detect suspicious activity and respond effectively.

FISCAL IMPACT/FINANCING

The District, as a Special District, is funded independently from the County's General Fund, and relies primarily on property tax revenue to provide essential fire protection and life safety services.

The District performed a cost analysis and determined the award of this contract will be cost effective, as AIS can perform the required services at a substantially lower cost than having the services performed by County employees. The Auditor-Controller (AC) reviewed and approved the District's analysis and concurred with the findings.

All costs for the term of this contract are included in AIS's proposal and are based on staffing plans for the District's headquarters, Pacoima facility, and Del Valle Regional Training Center. Considering the potential for unforeseen circumstances, the contract sum includes an additional ten percent annually to account for unanticipated work.

Sufficient funding is available in the District's Fiscal Year 2024-25 Budget. The District will continue to allocate the necessary funds throughout the duration of the contract. This contract does not include an allowance for Cost-of-Living Adjustments, as all costs for the term of this contract along with its possible extensions were included in AIS's cost proposal.

There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Living Wage Ordinance provisions apply to this proposed contract, as this is a Proposition A contract. The contract complies with all of the requirements of the County's Living Wage Program (County Code Chapter 2.201). AIS agrees to pay its employees providing services through this contract, a living wage throughout the term of the contract, as specified in the Living Wage Ordinance.

AIS is in compliance with all Board and CEO requirements, including contractor Employee Jury Service, Safely Surrendered Baby Law, and the Defaulted Property Tax Reduction Program, and agrees to maintain compliance with all requirements throughout the term of the contract.

The attached contract provides that the District has no obligation to pay for expenditures incurred by AIS beyond the contract pricing mechanisms. Further, AIS will not be asked to perform services which exceed the approved scope of work or contract term.

The CEO's Risk Management Branch reviewed the contract prior to the release of the solicitation and concurred with the provisions relating to insurance and indemnification. The contract has been approved as to form by County Counsel and has been signed by AIS. On final analysis and consideration of the award, this firm was selected without regard to race, color, creed, or national origin.

ENVIRONMENTAL DOCUMENTATION

The services provided will not have a significant effect on the environment; and therefore, these services are exempt from CEQA, pursuant to Section 15061 (b) (3) of the CEQA Guidelines.

CONTRACTING PROCESS

On October 17, 2023, the District released a Request for Proposals (RFP) to solicit security services. The solicitation was open for a period of six weeks. In addition to posting the announcement on the County's WebVen portal and the District's Contracting webpage, the District advertised the solicitation in the Los Angeles Times.

A mandatory proposers' conference was held on November 8, 2023. Nineteen firms attended the conference. On November 27, 2023, the District received 15 proposals. Three proposals were submitted after the proposal submission deadline and were not accepted by the District. The District received four proposals that were determined to be nonresponsive and were disqualified. Although provided an opportunity, the disqualified firms did not request a Disqualification Review. The remaining eight firms met all of the minimum qualifications, and all eight proposals were forwarded to an evaluation committee to review and score the proposals. The committee's evaluation was based on criteria set forth in the RFP, which included price, qualifications, experience, references, approach, quality control, and living wage compliance. Upon completion of the evaluation, and based on an informed averaging scoring process, it was determined that AIS was the highest ranked proposer.

A labor law violation assessment was conducted for the last three calendar years on AIS based on information provided by the State of California – Division of Labor Standards Enforcement (DLSE). The results of the assessment disclosed that AIS had three closed violation items. The violation information provided by the DLSE was forwarded to the County's Violation Assessment Team (CVAT) for review. The CVAT determined that based on the State's response provided showing no cases with judgments for AIS, no further review

was required. Therefore, AIS is deemed capable to perform the services requested, based on qualifications and experience as stated in their proposal.

On March 21, 2024, the remaining seven proposers were notified that they were not selected for contract award and offered a debriefing of their proposal evaluations. Five of the non-selected proposers requested a debriefing. Four proposers were satisfied with the debriefing results. One proposer submitted a Notice of Intent to Request a Proposed Contractor Selection Review (PCSR); however, ultimately elected not to submit a PCSR request.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Award of this contract will not result in the displacement of any County employees as these services are presently obtained from AIS. The contract will not result in a reduction of service and there is no change in risk exposure to the County.

CONCLUSION

Upon approval by your Honorable Board, please instruct the Executive Officer of the Board to return the adopted stamped Board Letter to the following:

Consolidated Fire Protection District of Los Angeles County
Executive Office - Business Operations
Attention: Marissa Martin Jensen, Administrative Services Manager II
1320 North Eastern Avenue
Los Angeles, CA 90063
Marissa.MartinJensen@fire.lacounty.gov

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

Respectfully submitted,

ANTHONY C. MARRONE, FIRE CHIEF

ACM:jc

Enclosures

c: Chief Executive Officer
Executive Officer, Board of Supervisors
County Counsel
Auditor-Controller
Countywide Contract Compliance Section

CONTRACT



BY AND BETWEEN

**CONSOLIDATED FIRE PROTECTION DISTRICT OF
LOS ANGELES COUNTY**

AND

**ABSOLUTE SECURITY INTERNATIONAL, INC., DBA:
ABSOLUTE INTERNATIONAL SECURITY**

FOR

ARMED AND UNARMED SECURITY SERVICES

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STANDARD EXHIBITS

- A** Statement of Work and Attachments
- B** Pricing Sheet
- C** Intentionally Omitted
- D** District’s Administration
- E** Contractor’s Administration
- F** Contractors Acknowledgement and Confidentiality Agreement
- G** Safely Surrendered Baby Law
- H** Payroll Statement of Compliance

**CONTRACT BETWEEN
CONSOLIDATED FIRE PROTECTION DISTRICT
OF LOS ANGELES COUNTY
AND
ABSOLUTE SECURITY INTERNATIONAL, INC., DBA:
ABSOLUTE INTERNATIONAL SECURITY
FOR
ARMED AND UNARMED SECURITY SERVICES**

This Contract (“Contract”) made and entered into this 1st day of July, 2024, by and between the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as “District” and Absolute Security International, Inc., dba: Absolute International Security (AIS), hereinafter referred to as “Contractor.” Contractor is located at 5155 Irwindale Avenue, Irwindale, CA 91706.

RECITALS

WHEREAS, the District may contract with private businesses for Armed and Unarmed Security Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Armed and Unarmed Security Services; and

WHEREAS, the District has determined that it is legal, feasible, and cost-effective to contract for Armed and Unarmed Security Services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

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

1.0 APPLICABLE DOCUMENTS

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

Standard Exhibits:

Exhibit A	Statement of Work and Attachments
Exhibit B	Pricing Sheet
Exhibit C	Intentionally Omitted
Exhibit D	District's Administration
Exhibit E	Contractor's Administration
Exhibit F	Contractor Acknowledgement and Confidentiality Agreement
Exhibit G	Safely Surrendered Baby Law
Exhibit H	Payroll Statement of Compliance

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract will be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

2.0 DEFINITIONS

2.1 Standard Definitions

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

- 2.1.1 Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.2 Contract:** This agreement executed between District and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.
- 2.1.3 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the District to perform or execute the work covered by this contract.

- 2.1.4 **Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.5 **County:** The County of Los Angeles, a political subdivision of the State of California.
- 2.1.6 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.7 **District:** The Consolidated Fire Protection District of Los Angeles County; a Special District within the County of Los Angeles.
- 2.1.8 **District Project Manager:** Person designated by District's Project Director to manage the operations under this contract.
- 2.1.9 **District Project Director:** Person designated by District with authority for District on contractual or administrative matters relating to this contract that cannot be resolved by the District's Project Manager.
- 2.1.10 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.11 **Statement of Work and Attachments:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, goods, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor must have no claim whatsoever against the District.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract will be three years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The District will have the sole option to extend this Contract term for up to two additional one (1) year periods, for a maximum total Contract term of five (5) years, pursuant to the same terms and conditions. Each such extension option may be exercised at the sole discretion of the Fire Chief or his designee as authorized by the Board of Supervisors.
- 4.3 The County maintains a database that track/monitor contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the District will exercise a contract term extension option.

The Contractor must notify the District when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to District at the address herein provided in Exhibit D (District's Administration).

5.0 CONTRACT SUM

5.1 Maximum Contract Sum

The amount the District shall expend from its own funds during the Contract's entire term for Armed and Unarmed Security Services shall not exceed, in aggregate, \$7,633,097.48 (Maximum Contract Sum). Annual expenditures shall include the yearly contract amount and a 10% contingency as follows:

Year 1 at \$1,297,703.68 plus a 10% contingency of \$129,770.37

Year 2 at \$1,343,130.88 plus a 10% contingency of \$134,313.09

Year 3 at \$1,392,343.68 plus a 10% contingency of \$139,234.37

Year 4 option at \$1,430,374.40 plus a 10% contingency of \$143,037.44

Year 5 option at \$1,475,626.88 plus a 10% contingency of \$147,562.69

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

5.3 Notification of 75% of Total Contract Sum

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor must send written notification to District at the address herein provided in Exhibit D (District's Administration).

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

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

5.5 Invoices and Payments

- 5.5.1 The Contractor must invoice the District only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Attachments) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the District under the terms of this Contract. The Contractor's payments will be as provided in Exhibit B (Pricing Sheet) and the Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the District. If the does not approve work in writing no payment will be due to the Contractor for that work.
- 5.5.2 The Contractor's invoices must be priced in accordance with Exhibit B (Pricing Sheet).
- 5.5.3 The Contractor's invoices must contain the information set forth in Exhibit A (Statement of Work and Attachments) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The Contractor must submit the monthly invoices to the District by the 15th calendar day of the month following the month of service. No invoice will be approved for payment unless Exhibit H (Payroll Statement of Compliance) is included.
- 5.5.5 Payment to Contractor shall be made on an arrears basis, upon acceptance of completed work by the District, provided that the Contractor is not in default under any provisions of this Contract. Contractor shall email one (1) copy of the invoice to the following:
1. Ismael Valenzuela, District Project Manager
Email: Ismael.Valenzuela@fire.lacounty.gov
 2. David Breen, District Project Director
Email: David.Breen@fire.lacounty.gov
- for review and approval of all invoices; and
2. Fire-InvoiceSubmission@fire.lacounty.gov for payment of all invoices
- The Contractor's invoices shall include the following:
- Contract Number
 - Date(s) of Service
 - A breakdown of labor hours and hourly rate i.e.: 3 hours @ \$20/hour = \$60.00
 - Employee Name and Employee Number of District Employee who ordered or authorized the service

- Brief description of services
- Signature of authorized District employee. Contractor's failure to obtain the signature of District employee authorizing the work may result in a delay of payment.

5.5.6 District Approval of Invoices

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

5.6 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

- 5.6.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.6.2 The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov/> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.6.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.6.4 At any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business, or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF CONTRACT - DISTRICT

6.1 District's Administration

A listing of all District Administration referenced in the following subparagraphs are designated in Exhibit D (District's Administration). The District will notify the Contractor in writing of any changes as they occur.

6.2 District's Project Director

The role of the District's Project Director may include:

- 6.2.1** Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event will Contractor's obligation to fully

satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

- 6.2.2** Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 District's Project Manager

The role of the District Project Manager is authorized to include:

- 6.3.1 Meeting with the Contractor's Project Manager on a regular basis; and
- 6.3.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The District's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate District in any respect whatsoever.

6.4 District's Contract Administrator

The responsibilities of the District's Contract Administrator include:

- Ensuring that the objectives of this Contract are met; and
- Making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.1, Amendments; and
- Providing direction to Contractor in the areas relating to District policy, information requirements, and procedural requirements.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit E (Contractor's Administration). The Contractor will notify the District in writing of any changes as they occur.

7.2 Contractor's Project Manager

7.2.1 The Contractor's Project Manager is designated in Exhibit E (Contractor's Administration). The Contractor must notify the District in writing of any change to Exhibit E (Contractor's Administration), as changes occur.

7.2.2 The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and will

meet and coordinate with the District's Project Manager on a regular basis.

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

Contract shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification (ID) badge.

7.4.1 Contractor is responsible to ensure that employees have a photo ID badge before they are assigned to work in a District facility. Contractor personnel may be asked by a District representative to leave a District facility if they do not have the proper photo ID badge on their person and Contractor personnel must immediately comply with such request.

7.5 Background and Security Investigations

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

7.5.2 If a member of Contractor's staff does not pass the background investigation, said member of Contractor's staff will not be allowed to perform services under the Contract.

7.5.3 District shall immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the District or whose background or conduct is incompatible with District facility access.

7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

7.6.1 Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation,

County policies concerning information technology security and the protection of confidential records and information.

- 7.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.6.3 Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4 Contractor must sign and adhere to the provisions of Exhibit F (Contractor Acknowledgement and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 For any change which affects the scope of work, contract term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the Contractor and by the Fire Chief or his designee.
- 8.1.2 The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The District reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by the Fire Chief or his designee.
- 8.1.3 The Fire Chief or his designee may at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). The Contractor agrees that such extensions of time will not change any other

term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and by the Fire Chief or his designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The Contractor must notify the District of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the District of pending acquisitions/mergers, then it should notify the District of the actual acquisitions/mergers as soon as the law allows and provide to the District the legal framework that restricted it from notifying the District prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of District, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Paragraph, District consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the District to any approved delegate or assignee on any claim under this Contract will be deductible, at District's sole discretion, against the claims, which the Contractor may have against the District.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without District's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, District will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

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

8.4 Budget Reductions

In the event that the County's Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during

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

8.5 Complaints

The Contractor must develop, and maintain operating procedures for receiving, investigating and responding to complaints.

8.5.1 Complaint Procedures

- Within forty-five (45) business days after the Contract effective date, the Contractor must provide the District with the Contractor's procedures for receiving, investigating and responding to user complaints.
- The District will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.
- If the District requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within five (5) business days for District approval.
- If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to the District for approval before implementation.
- The Contractor must preliminarily investigate all complaints and notify the District's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- Copies of all written responses must be sent to the District's Project Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Laws

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

8.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including,

without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Additionally, Contractor certifies to the County:

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

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in [Sections 2.203.010 through 2.203.090 of the Los Angeles County Code](#).

8.8.2 Written Employee Jury Service Policy

- Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this Paragraph. The provisions of this Paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.
- If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the contractor must immediately notify the District if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor must immediately implement a written policy consistent with the Jury Service Program. The District may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the District's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

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

8.9 Conflict of Interest

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

8.9.2 The Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the District. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph will be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List

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

8.11 Consideration of Hiring GAIN/START Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with

job requirements to: gainstart@dpss.lacounty.gov and BSERVICES@OPPORTUNITY.LACOUNTY.GOV and DPSS will refer qualified GAIN/START job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must be given first priority.

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

- If there is evidence that the Contractor may be subject to debarment, the District will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the

Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the District will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

- After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit G, in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safely-surrender/>.

8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

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

8.14.2 As required by the [County's Child Support Compliance Program \(County Code Chapter 2.200\)](#) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 District's Quality Assurance Plan

The District will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the District determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the District and the Contractor. If improvement does not occur consistent with the corrective action measures, the District may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to District Facilities, Buildings or Grounds

8.16.1 The Contractor will repair, or cause to be repaired, at its own cost, any and all damage to District facilities, buildings, or grounds caused by the

Contractor or employees or agents of the Contractor. Such repairs must be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

- 8.16.2 If the Contractor fails to make timely repairs, District may make any necessary repairs. All costs incurred by District, as determined by District, for such repairs must be repaid by the Contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor must obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor must retain all such documentation for all covered employees for the period prescribed by law.

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

8.18 Counterparts and Electronic Signatures and Representations

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

The District and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

8.19 Fair Labor Standards

The Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys'

fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 Force Majeure

- 8.20.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

This Contract will be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in the County.

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between the District and the Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the District and the Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The District will have no liability or

responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

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

8.22.4 The Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

The Contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

8.24 General Provisions for all Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.1 Evidence of Coverage and Notice to District

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates must be provided to District not less than ten (10) days prior to Contractor's policy expiration dates. The District reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.

- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- Neither the District's failure to obtain, nor the District's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements must be sent to:

Consolidated Fire Protection District of
Los Angeles County
Materials Management Division/Contracts Section
5801 S. Eastern Avenue, Suite 100
Commerce, California 90040-4001

- Contractor also must promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also must promptly notify County of any third party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.2 Additional Insured Status and Scope of Coverage

The County, its Special Districts, Elected Officials, Officers, Agents, employees, and volunteers (collectively County and its Agents) must be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status will apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an

automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 Cancellation of or Changes in Insurance

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

8.24.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Contract, upon which District immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. District, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.5 Insurer Financial Ratings

Coverage must be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.6 Contractor's Insurance Must Be Primary

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

8.24.7 Waivers of Subrogation

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

8.24.8 Subcontractor Insurance Coverage Requirements

Contractor must include all subcontractors as insureds under Contractor's own policies or must provide District with each

subcontractor's separate evidence of insurance coverage. Contractor will be responsible for verifying each subcontractor complies with the Required Insurance provisions herein and must require that each subcontractor name the District and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor must obtain District's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies will not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

8.24.10 Claims Made Coverage

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

8.24.11 Application of Excess Liability Coverage

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

8.24.12 Separation of Insureds

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

8.24.13 Alternative Risk Financing Programs

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

8.24.14 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

8.25.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

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

8.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

Workers Compensation and Employers' Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to District at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.26 Liquidated Damages

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

8.26.2 If the Fire Chief or his designee, determines that there are deficiencies in the performance of this Contract that the Fire Chief or his designee, deems are correctable by the Contractor over a certain time span, the Fire Chief or his designee, will provide a written notice to the Contractor

to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Fire Chief or his designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred (\$100) per day per infraction, or as specified in Attachment 2 (Performance Requirements Summary (PRS) Chart) of Exhibit A (Statement of Work and Attachments) hereunder, and that the Contractor will be liable to the District for liquidated damages in said amount. Said amount will be deducted from the District's payment to the Contractor; and/or (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the District may correct any and all deficiencies and the total costs incurred by the District for completion of the work by an alternate source, whether it be District forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the District, as determined by the District.

- 8.26.3 The action noted in Paragraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the Contractor to recover the District cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.26.4 This Paragraph must not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and must not, in any manner, restrict or limit the District's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

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

- That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
 - That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
 - That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
 - Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.28.3 The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor will allow District representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the District.
- 8.28.7 If the District finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the District may terminate or suspend this Contract. While the District reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission

that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the District that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the District will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

The Contractor must bring to the attention of the District's Project Manager and/or District's Project Director any dispute between the District and the Contractor regarding the performance of services as stated in this Contract. If the District's Project Manager or District's Project Director is not able to resolve the dispute, the Fire Chief or his designee will resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safely-surrender/>.

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract must be in writing and will be hand delivered with signed receipt or mailed

by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D (District's Administration) and E (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Fire Chief or his designee will have the authority to issue all notices or demands required or permitted by the District under this Contract.

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 et seq.](#) (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.37 Publicity

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

- The Contractor must develop all publicity material in a professional manner; and

- During the term of this Contract, the Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the District's Project Director.

8.37.2 The Contractor may, without the prior written consent of District, indicate in its proposals and sales materials that it has been awarded this Contract with the District, provided that the requirements of this will apply.

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles, and which meet the requirements for contract accounting described in Auditor-Controller Contract Accounting and Administration Handbook. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside of Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

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

8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this subparagraph 8.38 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

- 8.38.4 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference must be either: a) repaid by the contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
- 8.38.5 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor will promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this Paragraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, must be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information must be maintained by the contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.39 Recycled Bond Paper

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

8.40 Intentionally Omitted

8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the District may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to [County Code Chapter 2.202](#).

8.42 Termination for Convenience

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

8.42.2 After receipt of a notice of termination and except as otherwise directed by the District, the Contractor must:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as would not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract must be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

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

- Contractor has materially breached this Contract; or

- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the District may authorize in writing) after receipt of written notice from the District specifying such failure.
- 8.43.2 In the event that the District terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the District may procure, upon such terms and in such manner as the District may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the District for any and all excess costs incurred by the District, as determined by the District, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph.
- 8.43.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.
- 8.43.4 If, after the District has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the District that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

8.43.5 The rights and remedies of the District provided in this Paragraph 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

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

8.44.2 The Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.

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

8.45 Termination for Insolvency

8.45.1 The District may terminate this Contract forthwith in the event of the occurrence of any of the following:

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

8.45.2 The rights and remedies of the District provided in this Paragraph will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by the Contractor, must fully comply with the County's Lobbyist Ordinance, [County Code Chapter 2.160](#). Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

No waiver by the District of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the District to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.49 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

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

8.50.2 For breach of this warranty, the District will have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) will constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice will be grounds upon which District may terminate this contract and/or pursue debarment of Contractor, pursuant to [County Code Chapter 2.206](#).

8.53 Time Off for Voting

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

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

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

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the District will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Contractor's violation of this Paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, District may, in its sole discretion, terminate the Contract.

8.57 Compliance with the County Policy of Equity

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

8.58 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County Contract.

8.59 Injury and Illness Prevention Program

Contractor will be required to comply with the State of California's Cal OSHA's regulations. [California Code of Regulations Title 8 Section 3203](#) requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Compliance with the County's Living Wage Program

9.1.1 Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in [Sections 2.201.010 through 2.201.100 of the Los Angeles County Code](#).

9.1.2 Payment of Living Wage Rates

- Unless the Contractor has demonstrated to the County's satisfaction either that the contractor is not an "Employer" as defined under the Program ([Section 2.201.020 of the County Code](#)) or that the contractor qualifies for an exception to the Living Wage Program ([Section 2.201.090 of the County Code](#)), the Contractor must pay its employees no less than the applicable hourly living wage rate for the employees' services provided to the County, including, without limitation, "Travel Time" as defined below.
- For purposes of this Paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will be subject to the provisions of this Paragraph. The provisions of this Paragraph will be inserted into any such subcontract and a copy of the Living Wage Program must be attached to the subcontract. "Employee" means any individual, who is an employee of the Contractor under the laws of California, and who is providing full-time or part-time services to the Contractor, which are provided to the County under the Contract. "Full-time" means a minimum of forty (40) hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than thirty-five (35) hours worked per week will not, in any event, be considered full-time.
- If the Contractor is required to pay a living wage when the Contract commences, the Contractor must continue to pay a living wage for the entire term of the Contract, including any option period.
- If the Contractor is not required to pay a living wage when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor must immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for the exception to the Living Wage Program. In either event, the Contractor will immediately be required to commence paying the living wage and will be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for the exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the

Contractor will immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

- For purposes of the Contractor's obligation to pay its employees the applicable hourly living wage rate under this Contract, "Travel Time" will have the following two meanings, as applicable: 1) With respect to travel by an employee that is undertaken in connection with this Contract, Travel Time will mean any period during which an employee physically travels to or from a County facility if the Contractor pays the employee any amount for that time or if California law requires the Contractor to pay the employee any amount for that time; and 2) With respect to travel by an employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time will mean any period during which an employee physically travels to or from, or between such County facilities if the Contractor pays the employee any amount for that time or if California law requires the Contractor to pay the employee any amount for that time.

9.1.3 Contractor's Submittal of Certified Monitoring Reports

The Contractor must submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports must list all of the Contractor's employees during the reporting period. The certified monitoring reports must also verify the number of hours worked and the hourly wage rate paid, for each of its employees. All certified monitoring reports must be submitted on forms provided in Exhibit H (Payroll Statement of Compliance), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor must promptly provide such information. The Contractor, through one of its officers, must certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

9.1.4 Contractor's Ongoing Obligation to Report Labor Law-Payroll Violations and Claims

During the term of the Contract, if the Contractor becomes aware of any labor law-payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law-payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor must immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law-payroll violation or claim arising out of the Contractor's Contract with the County, but

instead applies to any labor law-payroll violation or claim arising out of any of the Contractor's operations in California.

9.1.5 County Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County must have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 Notifications to Employees

The Contractor must place County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's employees are working. The Contractor must also distribute County-provided notices to each of its employees at least once per year. The Contractor must translate posters and handouts into Spanish and any other language spoken by a significant number of Contractor's employees.

9.1.7 Enforcement and Remedies

If the Contractor fails to comply with the requirements of this Paragraph, the County will have the rights and remedies described in this Paragraph in addition to any rights and remedies provided by law or equity.

- **Remedies for Submission of Late or Incomplete Certified Monitoring Reports**

If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency will constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

- 1) Withholding of Payment**

If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

2) Liquidated Damages

It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of one hundred dollars (\$100) per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

3) Termination

The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

- **Remedies for Payment of Less Than the Required Living Wage**

If the Contractor fails to pay any employee at least the applicable hourly living wage rate, such deficiency will constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

1) Withholding Payment

If the Contractor fails to pay one or more of its employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

2) Liquidated Damages

It is mutually understood and agreed that the Contractor's failure to pay any of its employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of fifty dollars (\$50) per employee per day for each and every instance of an underpayment to an employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

3) Termination

The Contractor's continued failure to pay any of its employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

- **Debarment**

In the event the Contractor breaches a requirement of this Paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with [Los Angeles County Code, Chapter 2.202](#), Determinations of Contractor Non-Responsibility and Contractor Debarment.

9.1.8 Use of Full-Time Employees

The Contractor must assign and use full-time employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor will not, under any circumstance, use non-full-time employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time employee staffing plan. If the Contractor changes its full-time employee staffing plan, the Contractor must immediately provide a copy of the new staffing plan to the County.

9.1.9 Contractor Retaliation Prohibited

The Contractor and/or its employees must not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this subparagraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

9.1.10 Contractor Standards

During the term of the Contract, the Contractor will maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor must demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

9.1.11 Intentionally Omitted

9.1.12 Neutrality in Labor Relations

The Contractor must not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction will not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

9.2 Mandatory Requirement to Register on County's WebVen

As a pre-condition to the award of this Contract, Contractor represents and warrants that it has registered in Los Angeles County's vendor registration system (hereafter "WebVen"). The WebVen contains Contractor's business profile and identifies the goods/services being provided by Contractor. Contractor shall ensure that it updates its vendor profile whenever changes occur to Contractor's operations by accessing the WebVen site located on-line at: <http://camisvr.co.la.ca.us/webven>. County shall use the data obtained from Contractor's WebVen profile to ensure that Contractor's information is consistent with Contract records (e.g., Contractor's legal name, as reflected in its WebVen profile, shall be used in Contract documents).

9.3 Limitation on Corporate Acts

9.3.1 Contractor shall not amend its articles of incorporation or bylaws, move to dissolve or transfer any assets obtained using Contract Funds, or take any other steps which may materially affect the performance of this Contract without first notifying the District in writing no less than thirty (30) days prior to said action. Contractor shall notify the District's Contract

Administrator immediately in writing of any change in Contractor's corporate name.

9.3.2 If, in the District's sole discretion, the steps taken by Contractor are determined to materially affect Contractor's performance of this Contract, the District may, at its sole discretion, take any (or all) of the following actions:

9.3.2.1 Require Contractor to remedy the areas that affect Contractor's ability to perform its obligations under this Contract.

9.3.2.2 Suspend Contractor from performing (and receiving payment for) Contract tasks until a remedy has been reached.

9.3.2.3 Terminate this Contract pursuant to Paragraph 8.43 (Termination for Default).

9.4 Modifications

This Contract fully expresses the agreement of the parties. Any modification to this Contract must be by means of an amendment to the Contract which shall be prepared and executed by the Contractor and by the Fire Chief or his designee. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this Contract in any way.

9.5 Remedies of Non-Compliance

Contractor agrees to comply with the requirements set forth in the entirety of this Contract as well as the requirements contained in any applicable directives, notices, guidelines and instructions used by the District. Contractor's failure to comply with such requirements shall subject Contractor to remedies which are available under this Contract and as provided by law. These remedies include but are not limited to the following: suspension of payment(s); suspension of Service(s); assessment and collection of liquidated damages; debarment; and/or termination of Contract. The District shall have the sole discretion to determine which remedy(ies) will be applied as a result of Contractor's non-compliance.

9.6 Suspension

9.6.1 Contractor may be placed on suspension if District determines that Contractor is not in compliance with any Service, Work, task, deliverable or requirement outlined in this Contract and/or Contractor has demonstrated a consistent and significant lack of achievement of the Contract goals (including, but not limited to, meeting the requirements for work performance, the Pricing Sheet, staffing, administration, etc.). The District shall notify the Contractor in writing in the event that Contractor is placed on suspension.

- 9.6.2 Suspension as used herein shall mean a specified period of time (as determined by the District) during which the District shall withhold payment from Contractor. During the suspension, Contractor has a continuing obligation to remedy the areas of non-compliance which have been identified by the District or its duly authorized representative(s). The District shall monitor Contractor's adherence to such remedy(ies) during the suspension period. When applicable, the District may also provide the Contractor with a written determination stating whether or not the Contractor may continue to provide non-suspended Services, if any, during the suspension period.
- 9.6.3 District's written notice of suspension shall set forth the conditions of Contractor's non-compliance as well as the period in which Contractor must correct noted deficiencies. In response to the notice of suspension, Contractor shall submit a written Corrective Action Plan to the District's Project Manager within ten (10) days of the date indicated on the notice from the District. Contractor's Corrective Action Plan shall address all of the deficiencies noted by the District.
- 9.6.4 The District shall review Contractor's Corrective Action Plan, and will determine whether it meets the requirements for District's approval. The District reserves the right to suspend/deduct payments for or to terminate all or any part of this Contract (and/or any Contractor's other contracts with the District) when Contractor submits a Corrective Action Plan that is not acceptable to the District.
- 9.6.5 Contractor shall implement the Corrective Action Plan upon receiving District's final written approval of the Corrective Action Plan. Contractor's failure to comply with an approved Corrective Action Plan will be cause for material breach of Contract upon which the District may pursue the remedies for default of Contract.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: Absolute Security International DBA:
Absolute International Security
Name

By Lucy Lin Digitally signed by Lucy Lin
Date: 2024.05.02 14:53:26 -0700
Name
President/QM
Title

CONSOLIDATED FIRE PROTECTION DISTRICT OF
LOS ANGELES COUNTY

By _____
Chair, Board of Supervisors

ATTEST:
Edward Yen, Executive Officer of the
Board of Supervisors

By _____

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By 
Senior Deputy County Counsel

REQUIRED FORMS - EXHIBIT 8 PRICING SHEET (aka Exhibit B)

ARMED AND UNARMED SECURITY SERVICES

ALL INCLUSIVE RATES

Please note, the anticipated Contract award date for this prospective Contract is approximately July 1, 2024; therefore, your Cost Proposal for each Contract year will overlap with the graduated living wage rate increases every January 1 throughout the term of any awarded Contract.

REQUIRED FORMS - EXHIBIT 8 - PRICING SHEET

ARMED AND UNARMED SECURITY SERVICES – ALL INCLUSIVE RATES

Company Name: Absolute Security Intl Corp dba Absolute International Security

Address: 5155 Irwindale Ave

City: Irwindale State CA Zip 91706


Phone # (626) 858-7188 Fax # (626) 858-2882 24 hr. Phone # (626) 858-7188

Email: llin@absolutesecurityintl.com **LA County WEBVEN Vendor #** 151120

ENTER YOUR PRICING BELOW (see Statement of Work, Section 13.0, Minimum Staffing Plan, for annual hours):

	Year 1	\$ 1,297,703.68
	Year 2	\$ 1,343,130.88
	Year 3	\$ 1,392,343.68
	Year 4 extension option	\$ 1,430,374.40
	Year 5 extension option	\$ 1,475,626.88
	12 months extension option	\$ 1,516,103.68
TOTAL PRICE: (THIS PRICE SHALL BE THE TOTAL FOR ALL OF THE ABOVE)		\$ 8,455,283.20

The undersigned shall furnish all labor, equipment, supplies, and materials required to perform services stated in the SOW for the District. Pricing rates shall include all salary (labor hours), equipment, supplies, overhead/indirect costs, benefits, fees, taxes, and profit. Pricing rates listed must be reflected on invoices submitted for payment.

Lucy Lin	President/QM
Print Authorized agent name	Print Title
	11/27/2023
Signature	Date

REQUIRED FORMS - EXHIBIT 8 - PRICING SHEET (aka Exhibit B)
ARMED AND UNARMED SECURITY SERVICES – ALL INCLUSIVE RATES

Company Name: Absolute Security Intl Corp dba Absolute International Security

YEAR 1		STANDARD HOURLY	OVERTIME HOURLY
	Post Commander	\$ 35.28	\$ 52.80
	Armed Guard	\$ 33.98	\$ 50.88
	Unarmed Guard	\$ 31.98	\$ 47.88

YEAR 2		STANDARD HOURLY	OVERTIME HOURLY
	Post Commander	\$ 36.48	\$ 54.68
	Armed Guard	\$ 35.18	\$ 52.68
	Unarmed Guard	\$ 33.08	\$ 49.58

YEAR 3		STANDARD HOURLY	OVERTIME HOURLY
	Post Commander	\$ 37.78	\$ 56.58
	Armed Guard	\$ 36.48	\$ 54.68
	Unarmed Guard	\$ 34.28	\$ 51.38

YEAR 4 (OPTION)		STANDARD HOURLY	OVERTIME HOURLY
	Post Commander	\$ 38.80	\$ 58.18
	Armed Guard	\$ 37.48	\$ 56.18
	Unarmed Guard	\$ 35.38	\$ 53.00

YEAR 5 (OPTION)		STANDARD HOURLY	OVERTIME HOURLY
	Post Commander	\$ 39.98	\$ 59.88
	Armed Guard	\$ 38.68	\$ 58.00
	Unarmed Guard	\$ 36.28	\$ 54.38

12 MONTHS (OPTION)		STANDARD HOURLY	OVERTIME HOURLY
	Post Commander	\$ 41.28	\$ 61.88
	Armed Guard	\$ 39.68	\$ 59.48
	Unarmed Guard	\$ 37.18	\$ 55.58

Emergency Vehicle Fixed Rate for Entire Term of Contract	
*Emergency Vehicle Hourly Fixed Rate:	\$ 4.80

**Fixed rate shall be all inclusive, including fuel, maintenance, insurance and all other related vehicle costs.*

**Fire Department - Prop A Cost Analysis - Armed Security Services
County's Estimated Avoidable Costs Compared To The Contractor's Costs
Headquarters, Pacoima, and Del Valle**

COUNTY COST									
Direct									
Salaries & Employee Benefits									
Classifications ¹	Monthly Top Step Salary ²	Proposed County Staffing ³	Top Step Variance ⁴	No. of Months	Evening and Night Shift Differential ⁵	Shooting Bonus and Call Back ⁶	Employee Benefits ⁷	Subtotal	Total
Security Officer, Sheriff (Armed)		21.84	0.967067	12	\$ 2,190.00	\$ -	0.56539	\$ 1,354,173.68	
July 2024 to September 2024 ²	\$ 5,114.18			3					
October 2024 to June 2025 ²	\$ 5,281.00			9					
Total Number of Positions		21.84	<- Rounded up to 22 for Services and Supplies purposes						
Sub-Total Salaries								\$ 1,354,173.68	
Employee Benefits ⁷								\$ 765,636.26	
Total Salaries & Employee Benefits								\$ 2,119,810	
Services & Supplies									
	Monthly Cost			No. of Months				Subtotal	Total
Equipment	\$ 2,556.42			12				\$ 30,677.02	
Uniform - Initial ⁸	\$ 796.24							\$ 9,554.82	
Uniform - Annual ⁸	\$ 2,520.83							\$ 30,250.00	
Training	\$ -							\$ -	
Total Services & Supplies								\$ 70,482	
Equipment - Vehicles									
Description	Monthly Cost			No. of Months				Subtotal	Total
Vehicles - One-time Start Up	\$ 5,225.25			12				\$ 62,702.94	
Vehicles - Ongoing ⁹	\$ 305.69							\$ 3,668.25	
Total Equipment - Vehicles									\$ 66,371
Indirect									\$ -
Avoidable Overhead									\$ -
Total Estimated Avoidable Costs								\$ 2,256,663	
CONTRACTING COST									
Direct									
Contract Cost									\$ 1,297,704
Indirect Cost									
Contract Monitoring ¹⁰									\$ -
Total Contract Costs								\$ 1,297,704	
Total Estimated Avoidable Costs								\$ 2,256,663	
Estimated Savings from Contracting								\$ 958,959	
(Avoidable Costs Less Contract Costs)									42%

Fire Footnotes

- (1) Chief Executive Office indicated a "Security Officer, Sheriff" would be the most appropriate classification for both positions required in Statement of Work (Armed Guard and Post Commander).
- (2) Per MOU 621, Security Officer, Sheriff's salary increases from \$5,114.18 to \$5,281.00 on October 1, 2024. Therefore, monthly salary reflects the current salary (\$5,114.18) for July 2024-September 2024 and new monthly salary (\$5,281.00) for October 2024-June 2025.
- (3) Proposed County Staffing based on Productive Work Hours ratio for Fiscal Year (FY) 2023-24, County's PWH is 1735. PWH ratio is 1 Contractor employee = 1.2 County employee.
- (4) Top Step Variance Factor (96.7067%) based on Sheriff Department Cost Factors for FY 2023-24
- (5) Per MOU 621, Security Officer, Sheriff receive a premium of \$1.00 per hour for evening shifts (i.e., 5/8 of the shift fall between 4:00 p.m. and 11:00 p.m.) and \$1.00 per hour for night shifts (i.e., 5/8 of the shift fall between 9:00 p.m. and 8:00 a.m.). Statement of Work (SOW) - 13.0 Minimum Staffing Plan indicates there will be three shifts per day (i.e., 6:00 a.m.-2:00 p.m., 2:00 p.m.-10:00 p.m., and 10:00 p.m.- 6:00 a.m.) and there will generally be one Armed Guard across three facilities for all shifts, one Post Commander at Headquarters for all shifts, and one additional Armed Guard in a vehicle from 10:00 p.m. to 6:00 a.m. We estimated there were four evening shifts and five night shifts per day and multiplied the amounts by \$8.00 to obtain a daily amount. We multiplied the daily amount by 30.4167 days per month to obtain a monthly amount.
- (6) Per MOU 621, Security Officer, Sheriff can receive a shooting bonus ranging from \$2.00 per pay period (Marksman) to \$16.00 (Distinguished Expert). Shooting bonuses not included, because the bonus amount could not be easily estimated as the bonus varies on an individual's shooting score. Additionally, Security Officer, Sheriff can receive 1.5 times their regular pay if called back to work after their normal shift and departure from their work location. Call back amounts not included as they were based on a specific event (i.e., being called back to work after completing shift and leaving work location) that could not be easily estimated.
- (7) Used Auditor-Controller FY 2023-24 non-sworn employee benefit rate of 67.716% and deducted Unemployment Insurance (0.029%), Retiree Insurance (6.633%), Disability (0.171%), and Retiree OPEB Contributions (4.344%) from the rate to arrive at an employee benefit rate of 56.539% (67.716% - 0.029% - 6.633% - 0.171% - 4.344% = 56.539%). These amounts were deducted because they are not avoidable costs to the County.
- (8) Per MOU 621, Security Officer, Sheriff "shall receive a lump sum payment of \$1,375 in lieu of uniform items previously issued and replaced under 1979-81 MOU" each year between December 1st and December 15th. We included the updated lump sum payments in "uniform - annual" and removed the applicable ongoing uniform costs for Security Officer, Sheriff.
- (9) SOW - 10.1.7 Security Personnel Tasks indicates "minimum frequency use of this vehicle to be established in contractor provided post orders with recommendation provided by District Project Manager. Pacoima facility mileage is minimal; Del Valle facility mileage is approximately 10-15 miles per day for patrolling. Zero daily mileage for Pacoima and 15 daily miles for Del Valle multiplied by the 15 total miles with the IRS of \$0.67 per mile (based on an annual study of fixed and variable costs of operating an automobile) and 30.4167 days/month.
- (10) County does not incur indirect costs because they are absorbed by existing resources.

COST ESTIMATE FOR ARMED SECURITY SERVICES - MINIMUM START UP REQUIREMENTS PER STATEMENT OF WORK

ONE-TIME COSTS

EQUIPMENT/UNIFORMS	BRAND	COST EACH	NUMBER	COST FOR 22 GUARDS	MASTER AGREEMENT/ COMMODITY LINE	COMMENT
Pistol 9mm (10 round)	Smith & Wesson	\$599.00	22	\$13,178.00	N/A	Not on agreement, Smith-Wesson.com list price
Ammunition 9MM (30 Rounds)	Federal Premium	\$9.00	22	\$198.00	MA-IS-2140365, Line 1	\$.30 per round x 30 rounds = \$9.00
9MM Magazine, 10R - (3 magazines per guard)	Smith & Wesson	\$42.00	66	\$2,772.00	N/A	TheGunDock.com list price
Ammunition Pouch 9MM to hold two magazines		\$27.51	22	\$605.22	MA-IS-1940146, Line 9	
Flashlight 650 lumens rechargeable	Bayco Nightstick	\$82.86	22	\$1,822.92	MA-IS-2040009, Line 1	Charger included
Hand held radio	Motorola RMV2080	\$219.00	22	\$4,818.00	N/A	Galls.com list price
Baton		\$92.28	22	\$2,030.16	MA-IS-1940146, Line 7	
Baton holder		\$10.43	22	\$229.46	MA-IS-1940146, Line 8	
Radio Holster	Blackhawk	\$45.90	22	\$1,009.80	N/A	Galls.com list price
Handgun holster with thumb break	Safariland	\$79.00	22	\$1,738.00	MA-IS-2340180, Line 1	
Trousers	Tact Squad	\$57.98	22	\$1,275.56	MA-IS-2040141, Line 6	
Shirt - Polo	Elbeco	\$38.90	22	\$855.80	MA-IS-2040141, Line 2	
Sam Browne Belt		\$39.09	22	\$859.98	MA-IS-1940146, Line 1	
Sam Browne Buckle		\$4.75	22	\$104.50	MA-IS-1940146, Line 4	
Handcuffs	Smith & Wesson	\$17.70	22	\$389.40	MA-IS-2240192, Line 1	
Handcuff Case (Leather)	Galls	\$27.98	22	\$615.56	N/A	Not on agreement, Galls.com list price
Belt Keeper Strap (Leather - set of 4)	Air Tek	\$13.91	22	\$306.02	N/A	Not on agreement, Galls.com list price
Jacket	Tact Squad	\$115.44	22	\$2,539.68	MA-IS-2040141-2, Line 1	
Black Tie	Samuel Broome	\$13.00	22	\$286.00	MA-IS-2340136, Line 2	Galls.com list price. Does not include MA 20% discount
Tie bar	LawPro	\$7.84	22	\$172.48	N/A	Not on agreement, Galls.com list price
Socks solid black (3 pack)	First Tactical	\$18.90	22	\$415.80	MA-IS-2340136, Line 2	Galls.com list price. Does not include MA 20% discount
Shoes solid black military style	Original SWAT	\$124.99	22	\$2,749.78	MA-IS-2340136, Line 2	Galls.com list price. Does not include MA 20% discount
Shoulder patches (2 patches per guard)	Hero's Pride	\$10.98	44	\$483.12	N/A	Not on agreement, Galls.com list price
Name tag	Blackinton	\$16.90	22	\$371.80	N/A	Not on agreement, Galls.com list price
Badge for uniform	LawPro	\$18.40	22	\$404.80	N/A	Not on agreement, Galls.com list price
VEHICLES		COST EACH	NUMBER		MASTER AGREEMENT/ COMMODITY LINE	COMMENT
Ford Fusion	Ford	\$26,699.00	1	\$26,699.00	MA-IS-2140494, Line 5	
Ford F150XL	Ford	\$35,699.94	1	\$35,699.94	MA-IS-2140466, Line 5	
High intensity lighting	SoundOff	\$152.00	2	\$304.00	N/A	Not on agreement, Galls.com list price

TOTAL ONE-TIME COSTS: **\$102,934.78**

ON-GOING COSTS

EQUIPMENT/UNIFORMS	BRAND	COST EACH	NUMBER	COST FOR 22 GUARDS	A-C Revisions - No Ongoing Uniform Costs (1)	MASTER AGREEMENT/ COMMODITY LINE	COMMENT
Trousers	Tact Squad	\$57.98	2	\$2,551.12	\$0.00	MA-IS-2040141, Line 6	
Shirt - Polo	Elbeco	\$38.90	2	\$1,711.60	\$0.00	MA-IS-2040141, Line 2	
Jacket	Tact Squad	\$115.44	1	\$2,539.68	\$0.00	MA-IS-2040141-2, Line 1	
Black Tie	Samuel Broome	\$13.00	1	\$286.00	\$0.00	MA-IS-2340136, Line 2	Galls.com list price. Does not include MA 20% discount
Socks solid black (3 pack)	First Tactical	\$18.90	5	\$2,079.00	\$0.00	MA-IS-2340136, Line 2	Galls.com list price. Does not include MA 20% discount
Shoes solid black military style	Original SWAT	\$124.99	1	\$2,749.78	\$0.00	MA-IS-2340136, Line 2	Galls.com list price. Does not include MA 20% discount
Shoulder patches (2 patches per guard)	Hero's Pride	\$10.98	1	\$241.56	\$0.00	N/A	Not on agreement, Galls.com list price

TOTAL ON-GOING COSTS: **\$12,158.74** **\$0.00**

We removed ongoing uniform costs for all positions because Security Officer, Sheriff positions receive a uniform allowance in lieu of uniform items previously issued and replaced.

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	6/12/2024		
BOARD MEETING DATE	6/25/2024		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Public Works		
SUBJECT	CP Fire Command and Control Facility Fire Suppression Project		
PROGRAM	N/A		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	If Yes, please explain why: N/A		
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable		
DEADLINES/ TIME CONSTRAINTS	N/A		
COST & FUNDING	Total cost:	Funding source:	
	\$1,220,000	Capital Project No. 89053	
	TERMS (if applicable): N/A		
Explanation: N/A			
PURPOSE OF REQUEST	Public Works is seeking Board approval of the Fire Command and Control Facility Fire Suppression Project and authorization to use a Board-approved Job Order Contract for delivery of the project.		
BACKGROUND (include internal/external issues that may exist including any related motions)	There have been no prior Board actions related to this project.		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: The project supports Board Priority No. 7, Sustainability, by investing in County buildings to update and provide efficient County workforce environments, which will lead to improved productivity		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Vincent Yu, Deputy Director, (626) 458-4010, cell (626) 614-7217, vyu@pw.lacounty.gov .		



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

IN REPLY PLEASE
REFER TO FILE:

June 25, 2024

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

Dear Supervisors:

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
FIRE COMMAND AND CONTROL FACILITY
FIRE SUPPRESSION PROJECT
APPROVE CAPITAL PROJECT AND BUDGET
AUTHORIZE USE OF A JOB ORDER CONTRACT
SPECS. 7849; CAPITAL PROJECT NO. 89053
FISCAL YEAR 2023-24
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval of the Fire Command and Control Facility Fire Suppression Project with a total budget of \$1,220,000 and authorization to deliver the proposed project using a Board-approved Job Order Contract.

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

1. Find the proposed Fire Command and Control Facility Fire Suppression Project exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Approve the Fire Command and Control Facility Fire Suppression Project, Capital Project No. 89053, with a total project budget of \$1,220,000.

3. Authorize the Director of Public Works or his designee to deliver the project using a Board-approved Job Order Contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to find that the Fire Command and Control Facility (FCCF) Fire Suppression Project exempt from the California Environmental Quality Act (CEQA); and approve the project, budget, and authorize use of a Job Order Contract (JOC) for construction of the project.

Project Description and Background

The FCCF is located at 1320 Eastern Avenue, Los Angeles, CA 90063. It serves as a central hub for receiving emergency calls from various regions within the County, including 59 contract cities, unincorporated areas, as well as the Angeles and Los Padres National Forests. The FCCF was established in 1991 with the purpose of consolidating operations from three separate communications centers located in Los Angeles, San Gabriel Valley, and the Antelope Valley. This centralized approach enhances efficiency and coordination in managing emergency responses throughout the County.

The proposed project consists of renovation of the existing fire suppression system, including the detection systems on the First Floor of the FCCF. The renovation of the system will play a crucial role in ensuring the safety and protection of the facility, as well as safeguarding digital equipment and data with a dry suppression component. In addition, the project will include minor structural improvements and associated electrical work to support the improvements to the overall infrastructure to accommodate the renovation of the fire suppression system.

It is anticipated that construction will begin in July 2024 and be substantially completed in September 2025.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 3, Realize tomorrow's government today, Focus Area Goal F, Flexible and Efficient Infrastructure, Strategy ii, Modernize Infrastructure, by evaluating our current Capital Projects and identifying the need to replace or modernize legacy/obsolete infrastructure. These recommended actions support the Strategic Plan by investing in public safety

infrastructure improvements that will enhance the quality and delivery of Fire Department services to the residents of Los Angeles County.

FISCAL IMPACT/FINANCING

The project budget is currently estimated at \$1,220,000. The budget includes construction, change order contingency, plans and specifications, consultant services, permit fees, and County services. The project schedule and budget are included in the Enclosure.

The FCCF Fire Suppression Project, Capital Project No. 89053, is currently fully funded by the Fire Department's Accumulated Capital Outlay Fund.

Operating Budget Impact

Following completion of the project, Los Angeles County Fire Department will fund the associated maintenance and operational costs with existing budgetary resources from its Operating Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In accordance with the Board's Civic Art Policy amended on August 4, 2020, the proposed project consists of the renovation of building systems and are, therefore, exempt from the policy.

The project is subject to the Board Policy 5.270, Countywide Local and Targeted Worker Hiring.

The project supports the Board's Green Building/Sustainable Design Program by reducing construction waste and maximizing the use of sustainable resources during construction that will comply with California Title 24.

ENVIRONMENTAL DOCUMENTATION

The proposed project, which involves the renovation of the fire suppression system, is categorically exempt from the provisions of CEQA. The project scope is within certain classes of projects that have been determined not to have a significant effect on the environment in that they meet the criteria set forth in Section 15301 (a) and (d) and

Section 15331 of the State's CEQA Guidelines and Class 1 (d) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The project provides for repair, refurbishment, and alterations of existing facilities involving negligible or no expansion of an existing use and where replacement features will have the same purpose and capacity.

In addition, based on the project records, the project is not in a sensitive environment, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste sites compiled pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historic resource that would make the exemption inapplicable.

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

CONTRACTING PROCESS

Public Works utilized a Board-approved, on-call consultant to complete the design and is requesting Board authorization to complete the construction using a Board-approved JOC.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The FCCF operates around the clock. All demolition and construction work that may be disruptive to building occupants will be phased and coordinated in advance with all impacted stakeholders so as not to disrupt County operations.

The Honorable Board of Supervisors
June 25, 2024
Page 5

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:HA:cg

Enclosures

c: Department of Arts and Culture (Civic Art Division)
Auditor-Controller
Chief Executive Office (Capital Programs Division)
County Counsel
Executive Office
Fire Department

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**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
FIRE COMMAND AND CONTROL FACILITY
FIRE SUPPRESSION PROJECT
APPROVE CAPITAL PROJECT AND BUDGET
AUTHORIZE USE OF A JOB ORDER CONTRACT
SPECS. 7849; CAPITAL PROJECT NO. 89053
FISCAL YEAR 2023-24
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

I. PROJECT SCHEDULE

Project Activity	Scheduled Completion Date
Construction Documents	May 2023*
Jurisdictional Approvals	December 2023*
Construction Award	April 2024
Construction Start	July 2024
Substantial Completion	September 2025
Project Acceptance	October 2025

*Completed Activity

II. PROJECT BUDGET SUMMARY

Project Activity	Proposed Budget
Hard Costs	
Construction	\$ 823,000
Change Order Contingency	\$ 129,000
Hard Costs Subtotal	\$ 952,000
Soft Costs	
Plans and Specifications	\$ 35,000
Consultant Services	\$ 34,000
Miscellaneous Expenditures	\$ 12,000
Jurisdictional Review/Plan Check/Permits	\$ 26,000
County Services	\$ 161,000
Soft Costs Subtotal	\$ 268,000
TOTAL	\$1,220,000

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	6/12/2024	
BOARD MEETING DATE	6/25/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Department of Medical Examiner	
SUBJECT	Medical Examiner X-ray Room Refurbishment Project	
PROGRAM		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: \$758,000	Funding source: Department of Medical Examiner's Operating Budget and Extraordinary Maintenance budget
	TERMS (if applicable):	
	Explanation: An appropriation adjustment will transfer \$440,000 from the Department of Medical Examiner's Operating Budget and \$318,000 from the Extraordinary Maintenance budget, for a total combined amount of \$758,000, to the Medical Examiner X-Ray Room Refurbishment Project, Capital Project No. 8A050, to fully fund the proposed Project.	
PURPOSE OF REQUEST	Approval of the recommendations will find the Medical Examiner X-ray Room Refurbishment Project exempt from the California Environmental Quality Act, establish and approve Capital Project No. 8A050, approve the project budget and appropriation adjustment, and authorize the Director of the Internal Services Department, or designee, to deliver the proposed Project using a Board-approved Job Order Contract.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The existing X-ray equipment has reached its end-of-life and is no longer supported by the original manufacturer. DME has been utilizing a portable X-ray machine as an interim measure, but a permanent replacement is needed in order for DME to continue to provide its services to the County. The proposed project will refurbish and remodel the existing X-ray room due to the existing configuration lacking sufficient cooling, power, and space to accommodate the proposed replacement X-ray equipment.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Thomas DeSantis, P&PM Division Manager, (323) 267-3467, TDesantis@isd.lacounty.gov	



County of Los Angeles
INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue
Los Angeles, California 90063

MICHAEL OWH
Director

Telephone: (323) 267-2101
FAX: (323) 264-7135

Speed. Reliability. Value.

June 25, 2024

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

Dear Supervisors:

**DEPARTMENT OF MEDICAL EXAMINER
MEDICAL EXAMINER X-RAY ROOM REFURBISHMENT PROJECT
CATEGORICAL EXEMPTION
ESTABLISH AND APPROVE CAPITAL PROJECT NO. 8A050
APPROVE PROJECT BUDGET AND APPROPRIATION ADJUSTMENT
AUTHORIZE USE OF JOB ORDER CONTRACT
(FY 2023-24)
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

SUBJECT

Approval of the recommendations will find the Medical Examiner X-ray Room Refurbishment Project exempt from the California Environmental Quality Act, establish and approve Capital Project No. 8A050, approve the project budget and appropriation adjustment, and authorize the Director of the Internal Services Department, or designee, to deliver the proposed Project using a Board-approved Job Order Contract.

IT IS RECOMMENDED THAT THE BOARD:

1. Find the proposed Medical Examiner X-ray Room Refurbishment Project exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.
2. Establish and approve the proposed Medical Examiner X-ray Room Refurbishment Project, Capital Project No. 8A050, with a total budget of \$758,000.

3. Approve an appropriation adjustment to transfer \$440,000 from the Department of Medical Examiner's Operating Budget and \$318,000 from the Extraordinary Maintenance budget, for a total combined amount of \$758,000, to the Medical Examiner X-ray Room Refurbishment Project, Capital Project No. 8A050.
4. Authorize the Director of the Internal Services Department, or designee, to deliver the Medical Examiner X-ray Room Refurbishment Project using a Board-approved Job Order Contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommendations will find the proposed Medical Examiner X-ray Room Refurbishment Project (Project) exempt from the California Environmental Quality Act (CEQA), establish and approve Capital Project No. 8A050, approve the project budget and appropriation adjustment, and authorize the Internal Services Department (ISD) to deliver the proposed Project using a Board-approved Job Order Contract (JOC).

The proposed Project will remodel the existing X-ray room in order to accommodate an X-ray machine replacement located at the Department of Medical Examiner (DME) headquarters. The existing X-ray equipment has reached its end-of-life and is no longer supported by the original manufacturer. DME has been utilizing a portable X-ray machine as an interim measure, but a permanent replacement is needed in order for DME to continue to provide its services to the County. The proposed project will refurbish and remodel the existing X-ray room due to the existing configuration lacking sufficient cooling, power, and space to accommodate the proposed replacement X-ray equipment. The removal and replacement of the existing machine will be procured and installed separately from the proposed Project. ISD has issued PO-ME-23009505-1 for the purchase and installation of the X-ray equipment.

The proposed remodeling work includes the removal and replacement of existing control room walls, wall ducts, countertops, millwork, electrical outlets, structural supports, network connections, lighting, signage, shelving supports, sprinklers, lead glass window, door, lead shielded door, framing, flooring, ceiling, paint, and associated plumbing, electrical, and HVAC equipment and finishes.

The estimated project duration is approximately eight (8) months.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 3: Realize Tomorrow's Government Today, Focus Area Goal G: Internal Controls and Processes, Strategy ii. Manage and Maximize County Assets by investing in public infrastructure that will improve the operational effectiveness of an existing County asset.

FISCAL IMPACT/FINANCING

The total cost for the proposed Project is currently estimated at \$758,000, which includes design, construction, change order allowance, inspection/testing, Civic Art, and ISD county services (Enclosure A).

Approval of the enclosed appropriation adjustment (Enclosure B) will transfer \$440,000 from the Department of Medical Examiner's Operating Budget and \$318,000 from the Extraordinary Maintenance budget, for a total combined amount of \$758,000, to the Medical Examiner X-Ray Room Refurbishment Project, Capital Project No. 8A050, to fully fund the proposed Project.

Operating Budget Impact

The scope of work consists of repairs and remodeling made to an existing space. Therefore, following the completion of the proposed Project, ISD and DME do not anticipate any one-time start-up or additional ongoing costs as a result of the proposed Project.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In accordance with the Board's Local and Targeted Worker Hire Policy, updated on May 17, 2023, the proposed Project will include a best-efforts Local Worker hiring goal of at least thirty percent (30%). The "Targeted Worker" component will not be included as part of the proposed Project.

In accordance with the Board's Civic Art Policy, adopted on December 7, 2004, and last amended on August 4, 2020, the proposed Project is exempt from the Civic Art Allocation because the estimated eligible project costs are less than \$500,000.

ENVIRONMENTAL DOCUMENTATION

The proposed Project is categorically exempt from CEQA. The scope of work consists of the remodeling of the interior of an existing X-ray room. Therefore, the work is within certain classes of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Sections 15301 (d), 15302, and 15303 and Classes 1(c), 2, and 3 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G because it includes repairs and minor alterations to existing public facilities with negligible or no expansion of use, replacement of features with the same purpose and capacity, placement of small equipment and accessory structures, and installation of equipment at existing facilities.

In addition, based on the records of the proposed project, it will comply with all applicable regulations, it is not in a sensitive environment and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historic resource that would make the exemptions inapplicable.

Upon the Board's approval of the proposed project, ISD will file a Notice of Exemption with the Registrar-Recorder/County Clerk and with the State Clearinghouse in the Office of Planning and Research in accordance with section 21152 of the California Public Resources Code and will post the Notice to its website in accordance with section 21092.2.

CONTRACTING PROCESS

The proposed Project will be delivered using an ISD Board-approved JOC for the construction. The standard Board-directed clauses, including those that provide for contract termination and hiring qualified displaced county employees, are included in all JOCs.

The JOCs contain the Board's required provisions including those pertaining to consideration of qualified County employees targeted for layoffs, as well as qualified GAIN/GROW participants for employment openings, compliance with the Jury Service Ordinance, Safely Surrendered Baby Law, and the Child Support program.

The JOC contractor who will perform the work is required to fully comply with applicable legal requirements, which among other things, include Chapters 2.200 (Child Support Compliance Program) and 2.203 (Contractor Employee Jury Service Program) of the Los Angeles County Code, and Section 1774 of the California Labor Code pertaining to payment of prevailing wages.

For this Project, ISD has made the determination that the use of a JOC is the most appropriate contracting method to perform the tasks involved. Specifically, to the extent the project entails repair, remodeling, refurbishment, or alteration, and the cost of such project exceeds \$50,000, such project would have to be performed via a competitively-procured construction contract, such as a JOC, not by county employees, due to the "Force Account" limitations set forth in the Public Contract Code.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will have minimal impact on current county services. DME will continue to utilize portable X-ray equipment throughout the duration of the proposed Project.

CONCLUSION

Please return one adopted copy of the board letter to the following: ISD Operations Service, the Chief Executive Office – Capital Programs Division, and DME.

Respectfully submitted,

Michael Owh
Director

MO:ME:TD:sy

Enclosures

C: Executive Office, Board of Supervisors
Chief Executive Office
County Counsel
LA County Department of Arts and Culture
Department of Medical Examiner

**PROJECT INFORMATION SHEET
SCHEDULE AND BUDGET SUMMARY**

PROJECT :	DME X-ray Room Refurbishment
CAPITAL PROJECT NO. :	8A050

I. PROJECT SCHEDULE		
Project Activity	Duration	Scheduled Completion Date
Complete Construction Documents	Complete	April 2024
Jurisdictional Approval	In progress	July 2024
Award Construction Contract	2 months following Board approval	August 2024
Substantial Completion	6 months following Board approval	Dec 2024
Project Acceptance	8 months following Board approval	Feb 2024

II. BUDGET SUMMARY	
Budget Category	Proposed Budget
Construction	
Construction	\$ 416,000.00
Change Orders (Contingency)	\$ 58,000.00
Subtotal	\$ 474,000.00
Civic Art (if not exempt)	\$ -
Plans and Specifications	\$ 50,000.00
Jurisdictional Review/Plan Check/Permits	\$ 29,000.00
County Services (ISD Indirect)	\$ 205,000.00
Total Project Budget	\$ 758,000.00

PINK

BA FORM 10142022

BOARD OF SUPERVISORS
OFFICIAL COPY

June 25, 2024

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF MEDICAL EXAMINER

AUDITOR-CONTROLLER:

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

ADJUSTMENT REQUESTED AND REASONS THEREFORE**FY 2023-24****3 - VOTES**

SOURCES		USES	
MEDICAL EXAMINER A01-ME-2000-19150 SERVICES & SUPPLIES DECREASE APPROPRIATION	440,000	MEDICAL EXAMINER MEDICAL EXAMINER X-RAY ROOM REFURBISHMENT PROJECT A01-CP-6014-65029-8A050 CAPITAL ASSETS - B & I INCREASE APPROPRIATION	758,000
EXTRAORDINARY MAINTENANCE A01-CF-2000-12810 SERVICES & SUPPLIES DECREASE APPROPRIATION	318,000		
SOURCES TOTAL	\$ 758,000	USES TOTAL	\$ 758,000

JUSTIFICATION

Reflects a transfer of \$440,000 from the Department of Medical Examiner, Services and Supplies budget, and \$318,000 from the Extraordinary Maintenance budget, for a total combined amount of \$758,000, to the Medical Examiner X-Ray Room Refurbishment Project, Capital Project No. 8A050, to fully fund the proposed Project.

**Dr. Nichelle H.
Shaw**

Digitally signed by Dr.
Nichelle H. Shaw
Date: 2024.05.28 16:01:24
-07'00'

AUTHORIZED SIGNATURE

Nichelle H. Shaw, Administrative Deputy

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

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

Andrea
Turner

Digitally signed by
Andrea Turner
Date: 2024.05.28
16:27:14 -07'00'

AUDITOR-CONTROLLER

BY

Turner

B.A. NO. **246**DATE **5/28/24** APPROVED AS REQUESTED APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY

Matthew J.
Diaz

Digitally signed by Matthew
J. Diaz
Date: 2024.05.28 16:33:31
-07'00'

DATE **5/28/24**

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	6/5/2024	
BOARD MEETING DATE	6/25/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input checked="" type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	District Attorney, Internal Services Department, and Executive Office providing support for Information Systems Advisory Board (ISAB)	
SUBJECT	5-year lease renewal for 20,187 square feet of office space and 81 on-site parking spaces at 12750 Center Court Drive, Suite 500, Cerritos	
PROGRAM	Information Systems Advisory Board	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	The current lease will expire on July 8, 2024.	
COST & FUNDING	Total cost: \$3,369,000	Funding source: The rental costs will be funded 100 percent by NCC that is already included in DA, ISD and EO's existing budget. DA, ISD, and EO will not be requesting additional NCC for this action.
	TERMS (if applicable): The proposed lease will have an annual cost of \$691,000 but with a one-month rent abatement of \$57,533 will be approximately \$634,000 for the first year, where the landlord will be responsible for all operating expenses, including utilities, janitorial, repair and maintenance to the building. Parking is also included in the rent amount.	
	Explanation: Sufficient funding to cover the proposed rent for the first year of the proposed lease term is included in the Fiscal Year 2023-24 Rent Expense budget and will be billed back to DA, ISD, and EO. DA, ISD, and EO have sufficient funding in their Fiscal Year 2023-24 Operating Budget to cover the proposed rent for the first year. Future funding for the costs associated with the proposed lease will be addressed through the annual budget process for each Department.	
PURPOSE OF REQUEST	Approval of the recommended actions will authorize and provide continued use of office space for DA, ISD, and EO.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The County has leased the subject location since December 1991. The proposed lease with a five-year term plus five-year option to extend can provide 10 years of continued use of this location, if the option is exercised. The existing lease does not expire until July 8, 2024. The facility adequately meets the office space needs of DA, ISD, and EO.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Alexandra Nguyen-Rivera Section Chief, Leasing CEO Real Estate Division 213-974-4189 arivera@ceo.lacounty.gov	



Chief Executive Office.

COUNTY OF LOS ANGELES

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

CHIEF EXECUTIVE OFFICER

Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

June 25, 2024

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

Dear Supervisors:

**FIVE-YEAR LEASE
DISTRICT ATTORNEY, INTERNAL SERVICES DEPARTMENT, EXECUTIVE OFFICE
OF THE BOARD OF SUPERVISORS
12750 CENTER COURT DRIVE, CERRITOS
(FOURTH DISTRICT) (3 VOTES)**

SUBJECT

Approval of a proposed five-year lease to renew an existing lease to provide the District Attorney (DA), Internal Services Department (ISD), and the Executive Office of the Board of Supervisors (EO-BOS) continued use of 20,187 square feet of office space and 81 on-site parking spaces providing support for the County's Information Systems Advisory Board (ISAB).

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed lease is exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and in the record of the project.
2. Authorize the Chief Executive Officer, or her designee, to execute the proposed lease with CTC OFFICE 2 LP, a Delaware limited partnership (Landlord), for approximately 20,187 square feet of office space and 81 on-site parking spaces located at 12750 Center Court Drive, Suite 500, Cerritos (Premises) to be occupied by the DA, ISD, and EO-BOS. The estimated maximum first year base rental cost is \$691,000, but with a one-month rent abatement of \$57,533, will equal approximately \$634,000. The estimated total proposed lease cost, including five months of rent abatement, is \$3,369,000 over the five-year term. The rental costs

will be funded 100 percent by net County cost (NCC) that is already included in the DA's, ISD's, and EO-BOS' existing budget. The DA, ISD, and EO-BOS will not be requesting additional NCC for this action.

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

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The DA, ISD, and EO-BOS are all members of the County's ISAB. The DA's Systems Division provides technical support to legal, investigative, and support personnel; ISD's Information Systems Support Division provides the technical support to various criminal justice agencies, including, ISAB, Sheriff, Probation, Public Defender, DA; and ISAB manages criminal data through systems that are maintained by ISD. It is essential that the departments remain co-located at the Premises to ensure operational efficiencies. ISAB has occupied the Premises since December 1991. ISAB was established by the Countywide Criminal Justice Coordination Committee to coordinate the development and implementation of integrated justice information solutions; to support the delivery of criminal justice and public safety by efficiently providing accessible and accurate information to provide informed decision-making to enhance management of justice programs for multiple agencies with multiple jurisdictions. The current lease will expire on July 8, 2024.

There are a total of 87 staff housed at this location. Although telework has been implemented, a secure site is necessary for the handling of sensitive and confidential data for the various law enforcement agencies. Daily on-site coverage is needed for maintaining physical hardware, accessing files and on-site computers, and resolving software issues that cannot be addressed remotely. Additionally, due to the interactive nature of the programs at this Premises, in-person collaboration is preferred for certain projects. The current Premises continues to meet the space needs for the programs, provides sufficient parking for staff, and is adequately served by public transportation routes.

Implementation of Strategic Plan Goals

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

The proposed lease is also consistent with Strategic Asset Management Goal – Strengthen connection between service priorities and asset decisions and Key Objective No. 4 Guide Strategic Decision-Making.

The proposed lease supports the above goals and objective by providing suitable office space for the DA, ISD, and EO-BOS to work collaboratively in support of the County's criminal justice systems.

The proposed lease conforms with the Asset Management Principles outlined in Enclosure A.

FISCAL IMPACT/FINANCING

The estimated maximum first year base rental cost is \$691,000, with a one-month rent abatement of \$57,533, will equal approximately \$634,000, which includes 81 on-site parking at no additional cost. The aggregate cost associated with the proposed lease over the entire five-year term, including five months of rent abatement, is \$3,369,000 as shown in Enclosure B-1. The proposed lease costs will be funded by 100 percent NCC that is already included in the DA's, ISD's, and EO-BOS' existing budget. Each department will be responsible for its pro-rata share of the rent equal to: DA - 46 percent; ISD - 37 percent; and EO-BOS - 17 percent. DA, ISD, and EO-BOS will not be requesting additional NCC for this action.

Sufficient funding to cover the proposed rent for the first year of the proposed lease term is included in the Fiscal Year 2023-24 Rent Expense budget and will be billed back to the DA, ISD, and EO-BOS. The DA, ISD, and EO-BOS have sufficient funding in their Fiscal Year 2023-24 Operating budgets to cover the proposed rent for the first year. Future funding for the costs associated with the proposed lease will be addressed through the annual budget process for each department.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

- Upon commencement of the proposed lease, the annual rental rate will decrease from \$39.96 per square foot, per year to \$34.20 per square foot, per year. Base rent is subject to fixed annual increases of 3 percent.
- The proposed lease commences upon the later to occur of (i) the first day of the monthly following mutual execution of the proposed lease and approval by the Board, or (ii) July 9, 2024.
- The Landlord is responsible for all operating and maintenance costs of the building and all utilities and janitorial costs. The County has no responsibility for any operating and maintenance costs.
- Parking cost is included in the base rent at no additional cost.

- A comparison of the existing lease and the proposed lease terms is shown in Enclosure B-2.
- A five-year initial term with an option to extend the lease for an additional five years with 12 to 15 months' prior notice, at 95 percent of fair market rent. If all options are exercised, the total term of the proposed lease would be ten years.
- The County has the right to terminate the proposed lease early any time after 36 months, with 180 days' notice.
- Holdover at the proposed lease expiration is permitted on the same lease terms and conditions except the monthly base rent during the holdover period will increase by 25 percent of the then base rent at the time of the lease expiration. The Landlord agrees to credit the County all holdover fees paid to the Landlord during the holdover period if the County renews the proposed lease.
- The Landlord will provide five months of rent abatement at the then prevailing rental rate during months 1, 13, 36, 48, and 60 of the lease term.

The Chief Executive Office conducted a market search of available office space for lease but was unable to identify any sites that could accommodate this requirement more economically. Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$34.20 and \$42.96 per square foot, per year. The base annual rental rate of \$34.20 per square foot, per year for the proposed lease represents a rate that is on the low end of the market range for the area. Further, relocation to a new building would require costly new tenant improvements and disrupt services. We recommend the proposed Premises as the most suitable to meet the County's space requirements.

Co-working space is not suitable for this requirement due to the confidential nature of the programs and the need for secured access to physical hardware.

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

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

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

carry out the work of the county government.

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

ENVIRONMENTAL DOCUMENTATION

This project is exempt from CEQA, as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board, and section 15301 (Existing Facilities) of the State CEQA Guidelines (Guidelines). The proposed lease, which involves the leasing of existing office space with minor tenant improvements within an existing building, with no expansion of the existing building, is within a class of projects that have been determined not to have a significant effect on the environment and meets the criteria set forth in the Existing Facilities exemption of the Guidelines, and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled, pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

Upon the Board's approval of the recommended actions, a Notice of Exemption will be filed with the Registrar-Recorder/County Clerk in accordance with section 21152 of the California Public Resources Code.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed lease will adequately provide the necessary office space and parking for this County requirement. DA, ISD, and BOS concur with the proposed lease and recommendations.

The Honorable Board of Supervisors
June 25, 2024
Page 6

Respectfully submitted,

FESIA A. DAVENPORT
Chief Executive Officer

FAD:JMN:JTC:JLC
HD:ANR:MT:gb

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
District Attorney
Auditor-Controller
Internal Services

ENCLOSURE A

**DISTRICT ATTORNEY, INTERNAL SERVICES DEPARTMENT, EXECUTIVE OFFICE
12750 CENTER COURT DRIVE, SUITE 500, CERRITOS**

Asset Management Principles Compliance Form¹

1. <u>Occupancy</u>		Yes	No	N/A
A	Does lease consolidate administrative functions? ²	X		
B	Does lease co-locate with other functions to better serve clients? ²	X		
C	Does this lease centralize business support functions? ²	X		
D	Does this lease meet the guideline of 200 sq. ft of space per person? ² 232 square feet per person due to conference rooms, a public waiting area, and computer room.		X	
E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? ²	X		
F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location? ²	X		
2. <u>Capital</u>				
A.	Is it a substantial net County cost (NCC) program?	X		
B	Is this a long-term County program?	X		
C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?		X	
D	If no, are there any suitable County-owned facilities available?		X	
E	If yes, why is lease being recommended over occupancy in County-owned space?			X
F	Is Building Description Report attached as Enclosure C?	X		
G	Was build-to-suit or capital project considered? ²			X
3. <u>Portfolio Management</u>				
A	Did department use CEO Space Request Evaluation (SRE)?	X		
B	Was the space need justified?	X		
C	If a renewal lease, was co-location with other County departments considered?	X		
D	Why was this program not co-located with other County departments?			
	1. ____ The program clientele requires a "stand alone" facility.			
	2. ____ No suitable County occupied properties in project area.			
	3. ____ No County-owned facilities available for the project.			
	4. ____ Could not get City clearance or approval.			
	5. <u>X</u> The Program is being co-located.	X		
E	Is lease a full-service lease? ²	X		
F	Has growth projection been considered in space request?	X		
G	¹ Has the Dept. of Public Works completed seismic review/approval?	X		
¹ As adopted by the Board of Supervisors 11/17/98				
² If not, why not?				

OVERVIEW OF THE PROPOSED BUDGETED LEASE COSTS

**12750 Center Court Drive, Cerritos
District Attorney, Internal Services Department, Executive Office**

Leased Area (sq. ft.) 20,187
Term (Months) 60

Base Rent (Annual) \$34.20
Annual Base Rent Adjustment 3.00%

	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year
Base Rent ¹	\$691,000	\$712,000	\$734,000	\$757,000	\$780,000
Rent Abatement ²	(\$57,533)	(\$59,259)	(\$61,037)	(\$62,868)	(\$64,754)

COMPARISON OF THE PROPOSED LEASE TO EXISTING LEASE

	Existing Lease: 12750 Center Court Drive, Suite 500, Cerritos	Proposed Lease: 12750 Center Court Drive, Suite 500, Cerritos	Change
Area (Square Feet)	20,187 sq.ft.	20,187 sq.ft.	None
Term (years)	5 years and 3 months	5 years plus one five-year options to renew	-3 months in initial term. +five- year option to extend the term
First year Base Rent (Base rent includes 81 parking spaces)	\$807,000	\$691,000	-\$116,000 in the first year.
County's TI Cost	None	None	None
Annual Parking Cost	Included	Included	None
Janitorial/Utility/Maintenance Costs	Included	Included	None
Total First Year Lease Costs payable to Landlord	\$807,000	\$634,000 ⁽¹⁾	-\$173,000
Rental rate adjustment	Annual adjustments fixed at 3 percent.	Annual adjustments fixed at 3 percent.	None

⁽¹⁾ The first year includes a one month rent abatement of \$57,533.

DISTRICT ATTORNEY, INTERNAL SERVICES DEPARTMENT, EXECUTIVE OFFICE**SPACE SEARCH – 5 MILE RADIUS FROM
12750 CENTER COURT DRIVE, SUITE 500, CERRITOS**

LACO	Name	Address	Ownership Type	Gross SQFT	Vacant
A358	DPSS - Information Technology Division (ITD)	14714 Carmenita Rd Norwalk 90650	Leased	44250	No
A402	PW - Inc City Office (Cerritos)	18125 S Bloomfield Ave Cerritos 90703	Gratis Use	123710	No
A066	PW - Inc City Office (Artesia)	18747 S Clarkdale Ave Artesia 90701	Gratis Use	14810	No
D221	DPSS - Norwalk WS District Office	12727 Norwalk Blvd Norwalk 90650	Leased	40500	No

FACILITY LOCATION POLICY ANALYSIS

Proposed lease: Lease renewal for the District Attorney, Internal Services Department, and Executive Office – 12750 Center Court Drive, Suite 500, Cerritos – Fourth District.

A. Establish Service Function Category – Technical Support and Information Technology systems for the County’s criminal justice enterprise systems.

B. Determination of the Service Area – The proposed lease will allow DA, ISD, and EO-BOS to continue providing support for the criminal justice enterprise systems.

C. Apply Location Selection Criteria to Service Area Data

- Need for proximity to service area and population: This location provides services Countywide.
- Need for proximity to existing County facilities: Within close proximity to key criminal justice entities, such as Sheriff Systems (Norwalk), Public Defender Systems (Lynwood), and Superior Court Justice Systems (Downey).
- Need for proximity to Los Angeles Civic Center: N/A
- Economic Development Potential: N/A
- Proximity to public transportation: The location is adequately served by local transit services, i.e., Metro local line 128 bus route, and the 91 freeway.
- Availability of affordable housing for County employees: The surrounding area provides for affordable housing and rental opportunities.
- Use of historic buildings: N/A
- Availability and compatibility of existing buildings: There are no alternative existing County buildings that meet the Departments space needs.
- Compatibility with local land use plans: The City of Cerritos has been notified of the proposed County use which is consistent with its use and zoning for office space at this location.
- Estimated acquisition/construction and ongoing operational costs: The aggregate cost associated with the proposed lease over the entire term is \$3,369,000.

D. Analyze results and identify location alternatives

Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$34.20 and \$42.96 per square foot, per year. The base annual rental rate of \$34.20 per square foot, per year for the proposed lease represents a rate that is on the low end of the market range for the area. Further, relocation to a new building would require costly new tenant improvements and disrupt services. We recommend the proposed Premises as the most suitable to meet the County's space requirements.

E. Determine benefits and drawbacks of each alternative based upon functional needs, service area, cost, and other Location Selection Criteria

The proposed lease will provide adequate and efficient office space for 87 employees consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012.

**COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE**

LEASE AGREEMENT

COUNTY OF LOS ANGELES - Tenant

CTC OFFICE 2 LP – Landlord

12750 CENTER COURT DRIVE,

SUITE 500

CERRITOS, CALIFORNIA 90703

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EXHIBITS

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

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is entered into as of the _____ day of _____, 2024 between CTC OFFICE 2 LP, a Delaware limited partnership ("Landlord"), and COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant" or "County").

Landlord and Tenant agree:

1. BASIC LEASE INFORMATION

1.1 Terms

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

<p>(a) Landlord's Address for Notices:</p>	<p><u>For notices:</u> CTC OFFICE 2 LP c/o Cress Capital Partners, LLC Attn: Ryan L. Parkin 4000 MacArthur Blvd., East Tower, Suite 600 Newport Beach, California 92660</p> <p><u>with a copy to:</u> CTC OFFICE 2 LP c/o TIARNA Real Estate Services, Inc. 12750 Center Court Drive, Suite 138 Cerritos, CA 90703 Attn: Gabriel Rubio</p>
<p>(b) Tenant's Address for Notices:</p>	<p>County of Los Angeles Chief Executive Office - Real Estate Division 320 West Temple Street, 7th Floor Los Angeles, CA 90012 Attention: Director of Real Estate</p> <p>With a copy to:</p> <p>County of Los Angeles Office of the County Counsel 648 Kenneth Hahn Hall of Administration 500 West Temple Street, Suite 648 Los Angeles, CA 90012-2713 Attention: Property Division</p>

(c) Premises:	Approximately 20,187 rentable square feet, designated as Suite(s) 500, in the Building (defined below), as shown on <u>Exhibit A</u> attached hereto.
(d) Building:	The Building located at 12750 Center Court Drive, Cerritos, California 90703, which is currently assessed by the County Assessor as APN 7030-011-916 (collectively, the "Property");
(e) Term:	Five (5) years, commencing upon the later to occur of (i) the first day of the month following mutual execution of a lease and approval by the Board of Supervisors or (ii) July 9, 2024, as defined in Section 4.1 (the "Commencement Date"), and terminating at midnight on the day before the fifth (5 th) annual anniversary of the Commencement Date (the "Termination Date"), subject to earlier termination by Tenant as provided herein. The phrase "Term of this Lease" or "the Term hereof" as used in this Lease, or words of similar import, shall refer to the initial Term of this Lease together with any additional Extension Term for which an option has been validly exercised.
(f) Estimated Commencement Date:	Not applicable
(g) Irrevocable Offer Expiration Date: (see Section 33)	July 15, 2024
(h) Base Rent:	\$2.85 per rentable square foot per month (i.e., \$57,532.95 per month or \$690,395.40 per year)
(i) Early Termination (see Section 4.4)	One Hundred Eighty (180) days' notice on or after thirty-sixth (36 th) month of the Term hereof.
(j) Rentable Square Feet in the Premises:	20,187 rentable square feet
(k) Initial Departmental Use:	District Attorney, Internal Services Department, and Board of Supervisors, subject to Section 6.

(l) Parking Spaces:	Eighty-one (81) parking spaces (4 parking spaces/1,000 RSF) at no additional cost to Tenant.
(m) Tenant's Hours of Operation:	6 a.m. to 8 p.m. Monday through Friday, and 9 a.m. to 2 p.m. on Saturdays
(n) Asbestos Report:	A report dated November 7, 2023, prepared by FREY Environmental, Inc. a licensed California Asbestos contractor.
(o) Seismic Report	A report dated February 24, 2000, prepared by the Department of Public Works.
(p) Disabled Access Survey	A report dated <u>November 3, 2023</u> prepared by <u>Martin Brothers Consulting Services</u> .
1.2 <u>Exhibits to Lease</u>	Exhibit A - Floor Plan of Premises Exhibit B - Commencement Date Memorandum and Confirmation of Lease Terms Exhibit C - HVAC Standards Exhibit D - Cleaning and Maintenance Schedule Exhibit E - Subordination, Non-Disturbance and Attornment Agreement Exhibit F - Tenant Estoppel Certificate Exhibit G - Community Business Enterprises Form Exhibit H - Memorandum of Lease

2. PREMISES

2.1 Lease of Premises

Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, upon the terms and conditions herein set forth, the Premises described in Section 1.1 and depicted on Exhibit A attached hereto.

2.2 Measurement of Premises

Tenant shall have the right at any time during the Term of this Lease to field-measure and verify the exact footage of the Premises and/or the Building. All measurements shall be taken in accordance with the methods of measuring rentable area as described in the Standard Method for Measuring Floor Area in Office Buildings, ANSI/BOMA Z65.1-2010, as promulgated by the Building Owners and Management Association ("BOMA") International, except that no penthouse mechanical room space shall be included in the measurement. Should this measurement be less than the square footage stated above, then Tenant shall have the right to adjust such square footage and reduce the Base Rent in Section 1.1 accomplished by the mutual execution of an amendment to this Lease.

Landlord acknowledges the space has been marketed at the above-indicated rental amount and in the event of subsequent physical measurements, Landlord agrees there will be no increase made to the Base Rent if the measured square footage exceeds the amount represented by Landlord.

3. COMMON AREAS

Tenant may use the following areas ("Common Areas") in common with Landlord and any other tenants of the Building: the entrances, lobbies, corridors and other public areas of the Building, walkways, landscaped areas, driveways necessary for access to the Premises, parking areas and other common facilities designated by Landlord from time to time for common use of all tenants of the Building. Tenant shall comply with all reasonable, non-discriminatory rules and regulations regarding the use of the Common Area established by Landlord.

4. COMMENCEMENT AND EXPIRATION DATES

4.1 Term

The term of this Lease shall be for a period of five (5) years, commencing upon the Commencement Date and ending sixty (60) months thereafter. Within thirty (30) days of determining the Commencement Date, Landlord and Tenant shall acknowledge in writing the Commencement Date by executing a Commencement Date Memorandum and Confirmation of Lease Terms in the form attached hereto as Exhibit B.

4.2 Intentionally Omitted

4.3 Intentionally Omitted

4.4 Early Termination

Tenant shall have the right to terminate this Lease at any time after the Early Termination date specified in Section 1.1, by giving Landlord not less than one hundred eighty (180) days prior written notice, executed by Tenant's Chief Executive Officer or his/her designee.

4.5 Lease Expiration Notice

No later than twelve (12) months, nor earlier than eighteen (18) months, prior to the expiration of the Lease Term, Landlord shall provide a written notice to Tenant notifying Tenant of the Termination Date.

5. RENT

5.1 Base Rent

Tenant shall pay Landlord the Base Rent stated in Section 1.1 during the Term hereof within fifteen (15) days after (a) the Commencement Date, and (b) the first day of each calendar month thereafter, provided that at least fifteen (15) business days prior to the Commencement Date, Landlord must provide the Auditor of the County of Los Angeles with the following information: (i) name and address of Landlord or other party to whom Base Rent should be paid, (ii) Landlord's federal

tax ID number; (iii) name of contact person and contact information (including phone number) for Landlord; (iv) a completed IRS form W-9, and (v) evidence of insurance in compliance with Section 20.2. If Landlord fails to timely provide the information required pursuant to this Section 5.1, or to provide updates for any changed information, then Tenant shall not be required to pay Base Rent to Landlord until fifteen (15) business days after Landlord provides such information. Base Rent for any partial calendar month during the Term shall be prorated in proportion to the number of days during the Term within such calendar month.

5.2. Annual Base Rent Adjustments.

From and after the 1st anniversary of the Commencement Date (the "Adjustment Date") and on every anniversary of the Adjustment Date thereafter, Base Rent shall be adjusted as follows:

Term (Months)	Base Rent
1-12	\$57,532.95
13-24	\$59,258.94
25-36	\$61,036.71
37-48	\$62,867.81
49-60	\$64,753.84

5.3 Rent Abatement

The monthly rent for months 1, 13, 36, 48 & 60 of the Initial Term shall be abated.

6. USES

Landlord agrees that the demised Premises, together with all appurtenances thereto, shall be used by the Tenant for the government department set forth in Section 1.1, any other County Department the County designates, any other governmental purposes, excluding any public facing uses, or other lawful purposes that do not materially adversely interfere with other uses in the Building, during Tenant's Hours of Operation, after Tenant's Hours of Operation, and on weekends and holidays.

7. HOLDOVER

If Tenant remains in possession of the Premises or any part thereof after the expiration of the term of this Lease, such occupancy shall be a tenancy which is terminable only upon ninety (90) days written notice from Landlord or thirty (30) days written notice from Tenant's Chief Executive Officer or his/her designee at 125% of the last monthly Base Rent payable under this Lease, plus any other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease. The aforementioned difference between the last monthly Base Rent payable and the 125% increase (i.e., 25%) shall be referred to as the "Holdover Premium." Notwithstanding the foregoing, in the event Tenant renews its Lease for the Premises, then Tenant shall be credited back for any Holdover Premium paid to Landlord which Holdover Premium is to be credited back to the Base Rent next due for the new term.

8. COMPLIANCE WITH LAW

Tenant shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term hereof regulating the use, occupancy or improvement of the Premises by Tenant. Landlord, not Tenant, shall, at its sole cost, at all times cause the Premises and the Building to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect and binding upon Tenant or Landlord during the term hereof, including but not limited to the Americans with Disabilities Act ("ADA"), except if such compliance is made necessary as a result of Tenant's particular use of or alterations or improvements to the Premises.

9. DAMAGE OR DESTRUCTION

9.1 Damage

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises may be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days, then Landlord shall promptly, at Landlord's expense, repair such damage, and this Lease shall continue in full force and effect. If all or any portion of the Premises shall be made unusable by fire or other casualty, Landlord shall immediately secure the area to prevent injury to persons and/or vandalism to the improvements. Landlord shall promptly, but in any event within ten (10) days, cause an architect or general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required to substantially complete the repair and restoration of the Premises and make the Premises leasable again using standard working methods. The failure to do so shall be a material default hereunder. Base Rent shall abate to the extent that the Premises are unusable by Tenant. Tenant waives the provisions of California Civil Code Sections 1932(2) and 1933(4) with respect to any partial or total destruction of the Premises.

9.2 Tenant Termination Right

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises will not be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days for any reason, then Tenant may terminate this Lease by giving Landlord written notice within ten days after Tenant's receipt of written notice from Landlord or its agents specifying such time period of repair; and this Lease shall terminate and the Base Rent shall be abated from the date the Premises became unusable. If Tenant does not elect to terminate this Lease, then Landlord shall promptly commence and diligently prosecute to completion the repairs to the Building or Premises, provided that insurance proceeds are available to repair the damages.

9.3 Damage In Last Year

Notwithstanding the foregoing provisions, if any material destruction to the Premises occurs during the last year of the Term, then either Landlord or Tenant

may terminate this Lease by giving written notice to the other not more than thirty (30) days after such destruction, in which case:

- (a) Landlord shall have no obligation to restore the Premises;
- (b) Landlord may retain all insurance proceeds relating to such destruction, and
- (c) This Lease shall terminate as of the date which is thirty (30) days after such written notice of termination.

9.4 Default By Landlord

If Landlord is required to repair and restore the Premises as provided for in this Section 9, and Landlord thereafter fails to diligently prosecute said repair and restoration work to completion, as determined by Tenant in its reasonable discretion, then Tenant may, at its sole election:

- (a) Declare a default hereunder, or
- (b) Perform or cause to be performed the restoration work and deduct the cost thereof, plus interest thereon at ten percent (10%) per annum, from the next installment(s) of Base Rent due as a charge against the Landlord.

10. REPAIRS AND MAINTENANCE

10.1 Landlord Representations

- (a) Landlord represents to Tenant that, as of the date hereof and on the Commencement Date:
 - i. The Premises, the Building, and all Common Areas (including electrical, heating, ventilating, and air conditioning ("HVAC"), mechanical, plumbing, gas and fire/life safety systems in the Building and similar building service systems) comply with all current laws, codes, and ordinances, including but not limited to the Americans With Disabilities Act, and are in good working order and condition;
 - ii. The Building and the Premises comply with all covenants, conditions, restrictions and insurance underwriter's requirements;
 - iii. The Premises, the Building and the Common Areas are free of the presence of Hazardous Materials (as hereinafter defined); and
 - iv. Landlord has not received any notice from any governmental agency that the Building or the Premises are in violation of any law or regulation.
- (b) Landlord represents, based upon a professional inspection of the Premises and the Building and the Asbestos Report (as defined in Section 1.1) that the Premises and the Building contain no asbestos containing materials (other than as may be reflected in the Asbestos Report). Landlord shall,

prior to Tenant's occupancy, abate, at Landlord's sole cost and expense, all asbestos-containing materials to the extent required by law and provide Tenant with an updated report from a licensed California Asbestos contractor to that effect.

(c) CASp Inspection:

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

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

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

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

The foregoing statement is provided solely for the purpose of complying with California Civil Code Section 1938 and shall not affect the Landlord's and Tenant's respective responsibilities for compliance with any

design and construction related accessibility obligations as provided under this Lease or any Work Letter.

- (d) Landlord agrees to indemnify and hold harmless Tenant from all damages, costs, and expenses, which result from a material breach of Landlord's representations contained in this Section 10.1.

10.2 Landlord Obligations

- (a) Landlord shall keep and maintain the Property in good condition and repair and promptly make repairs to and perform maintenance upon and replace as needed:
 - i. the structural elements of the Building, including without limitation, all permanent exterior and interior walls, floors and ceilings, foundations, roof, concealed plumbing, stairways, concealed electrical systems and intra-building telephone network cables;
 - ii. mechanical (including HVAC), electrical, plumbing and fire/life systems serving the Building;
 - iii. the Common Areas;
 - iv. exterior windows of the Building; and
 - v. elevators serving the Building.
- (b) Landlord, at its sole cost and expense, shall also perform all maintenance and repairs to the Premises, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted. Landlord's repair obligations include, without limitation, repairs to, or replacements of:
 - i. the floor covering (if such floor covering is carpeting it shall be replaced as needed, but not less often than after five (5) years of use);
 - ii. interior partitions;
 - iii. doors, door frames and hardware;
 - iv. the interior side of demising walls (which shall be repainted as needed but not less often than every five (5) years);
 - v. signage;
 - vi. emergency exit signage and battery replacement;
 - vii. HVAC equipment dedicated to the mechanical rooms housing Tenant's computer servers and related equipment; and
 - viii. Light fixtures, bulbs, tubes and ballasts.

- (c) Landlord shall, to the best of its ability, provide all reports, maintenance records, or other documentation as may be requested from time to time.

10.3 Tenant Obligations

Without limiting Landlord's repair and maintenance obligations, Tenant shall be responsible for (i) the cost of repairing any area of the Property damaged by Tenant or by Tenant's agents, employees, invitees or visitors, and (ii) the repair of low voltage electronic, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Tenant. All repairs and replacements shall:

- (a) be made and performed by contractors or mechanics approved by Landlord, which consent shall not be unreasonably withheld, conditioned or delayed;
- (b) be at least equal in quality, value and utility to the original work or installation; and
- (c) be in accordance with all applicable laws.

10.4 Tenant's Right to Repair

- (a) If Tenant provides written notice (or oral notice in the event of an emergency, such as damage or destruction to or of any portion of the Building structure and/or the Building systems, and/or anything that could cause material disruption to Tenant's business) to Landlord of an event or circumstance which requires the action of Landlord with respect to repair and/or maintenance, and if Landlord fails to provide such action within a reasonable period of time given the circumstances after the giving of such notice, but in any event not later than five (5) days after the giving of such notice, then Tenant may proceed to take the required action (provided, however, that no such notice shall be required in the event of an emergency which threatens life or where there is imminent danger to property or a possibility that a failure to take immediate action could cause a material disruption in Tenant's normal and customary business activities). Tenant shall have access to the Building to the extent necessary to perform the work contemplated by this provision. If such action was required under the terms of this Lease to have been taken by Landlord and was not taken by Landlord within such period (unless such notice was not required as provided above), and Tenant took such required action, then Tenant shall be entitled to prompt reimbursement by Landlord of Tenant's reasonable costs and expenses in having taken such action plus interest thereon at ten percent (10%) per annum. If not reimbursed by Landlord within ten (10) days after written notice, then Tenant shall be entitled to deduct from Base Rent payable by Tenant under this Lease the amount set forth in its invoice for such work. The remedies provided in this Section are in addition to the remedies provided in Section 15.
- (b) Notwithstanding any provisions of this Lease to the contrary, Tenant, acting through the Chief Executive Office, may request that Landlord perform, supply and administer repairs, maintenance, building services and/or alterations that are the responsibility of the Tenant, not to exceed \$5,000, as part of a separate purchase order issued by the County on Tenant's

behalf. Any improvements by Landlord shall be subject to compliance with County Internal Services Department Purchasing Policy and Procedure No. A-0300, effective November 22, 2016, delivered to Landlord and incorporated by reference herein. This Section shall not apply to Tenant Improvements, as defined in Section 24.

11. SERVICES AND UTILITIES

11.1 Services

(a) Heating, Ventilation and Air Conditioning (HVAC)

Landlord shall furnish heating, ventilation and air conditioning ("HVAC"), during Tenant's Hours of Operations in amounts required for the use and occupancy of the Premises for normal office purposes to a standard comparable to other first-class buildings and not less than the standard set forth in Exhibit C attached hereto. In addition, Landlord shall furnish HVAC at all times (i.e., twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year) to the mechanical rooms housing Tenant's computer servers and related equipment.

(b) Electricity

Landlord shall furnish to the Premises the amount of electric current provided for in the Landlord's Work Letter (if applicable) but in any event not less than seven (7) watts of electric current (connected load) per square foot of rentable square feet in the Premises, for power and lighting and electric current for HVAC, and Landlord shall provide the existing or new transformers or sub-panels on each floor of the Premises necessary for Tenant to utilize such capacity in the Premises.

(c) Elevators

Landlord shall furnish freight and passenger elevator services to the Premises during Tenant's Hours of Operations. During all other hours, Landlord shall furnish passenger elevator cab service in the elevator bank serving the Premises on an as needed basis, and, by prior arrangement with Landlord's building manager, freight elevator service.

(d) Water

Landlord shall make available in the Premises warm and cold water for normal lavatory and kitchen purposes and potable water for drinking purposes, all of which shall meet applicable government standards.

(e) Janitorial

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

(f) Access

Landlord shall furnish to Tenant's employees and agents access to the Building, Premises and Common Areas on a seven day per week, 24 hour per day basis, subject to compliance with such reasonable security measures as shall from time to time be in effect for the Building. If required, Landlord shall provide access cards or fobs to all Tenant employees for Building entry, elevators, and/or floor access, at Landlord's sole cost and expense.

(g) Pest Control

Landlord at its sole cost and expense shall provide any and all pest control services to the Premises per the specifications set forth in Exhibit D attached hereto.

11.2 Utilities

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

12. TAXES

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

In the event Landlord fails or refuses to pay any or all taxes or assessments when due, Tenant may, at its sole discretion, give Landlord thirty (30) calendar days prior written notice and thereafter pay such taxes and assessments and deduct the payments from the next installments of rent due as a charge against the Landlord.

13. LANDLORD ACCESS

Tenant shall permit Landlord and its agents to enter the Premises during Tenant's Hours of Operations upon prior written notice only for the purpose of inspecting the Premises for any reasonable purpose. If Landlord temporarily closes any portion of the Building or the Premises, Base Rent shall be prorated based upon the percentage of the Premises or the Building rendered unusable and not used by Tenant. Landlord shall have the right at any and all times to enter the Premises in the event of an emergency and notify Tenant immediately thereafter.

14. TENANT DEFAULT

14.1 Default

The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant ("Default"):

- (a) the failure by Tenant to make any payment of Base Rent or any other payment required to be made by Tenant hereunder (except to the extent an offset is expressly permitted hereunder) as and when due, and the failure continues for a period of ten (10) days after written notice to Tenant;
- (b) the failure by Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease, where such failure shall continue for a period of thirty (30) days after written notice from Landlord specifying in detail the nature of the default; provided, however, if more than thirty (30) days are reasonably required for its cure then Tenant shall not be deemed to be in default if Tenant commences such cure, within said thirty (30)-day period and thereafter diligently prosecutes such cure to completion.

14.2 Termination

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

14.3 No Effect on Indemnity

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

15. LANDLORD DEFAULT

15.1 Remedies

In addition to the provisions for Landlord's default provided by Sections 9.4, 10.4, 19, 21.2 and 32.3, Landlord shall be in default ("Landlord Default") in the performance of any obligation required to be performed by Landlord under this Lease if Landlord has failed to perform such obligation within five (5) days after the giving of written notice with respect thereto by Tenant (which notice shall be, if appropriate, the same notice given under Section 10.4); provided, however, that if the nature of the Landlord Default is such that the same cannot reasonably be cured within such five day period, Landlord shall not be deemed to be in Landlord Default if Landlord shall within such period commence such cure and thereafter diligently prosecute the same to completion. If the Landlord Default is of such a nature that it materially and substantially interferes with Tenant's occupancy and use of the Premises and if such Landlord Default is not cured within the foregoing cure period, then Tenant shall have the right, at its option, with or without further notice or demand of any kind to Landlord or any other person, to any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein:

- (a) to remedy such default or breach and deduct the costs thereof (including but not limited to attorney' fees) plus interest at the rate of ten percent (10%) per annum from the installments of Base Rent next falling due;
- (b) to pursue the remedy of specific performance;
- (c) to seek money damages for loss arising from Landlord's failure to discharge its obligations under this Lease or offset such damages against Base Rent next coming due; and/or
- (d) to terminate this Lease.

15.2 Waiver

Nothing herein contained shall relieve Landlord from its duty to effect the repair, replacement, correction or maintenance required to restore any affected services, or to perform any other obligations to the standard prescribed in this Lease, nor shall this Section be construed to obligate Tenant to undertake any such work.

15.3 Emergency

Notwithstanding the foregoing cure period, Tenant may cure any default where the failure promptly to cure such default would, in the reasonable opinion of Tenant, create or allow to persist an emergency condition, or materially and adversely affect the operation of Tenant's business in the Premises. In such cases, Tenant may perform the necessary work through its Internal Services Department and deduct the cost of said work from the Base Rent next due.

16. ASSIGNMENT AND SUBLETTING

16.1 Assignment and Subletting

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

16.2 Sale

If Landlord sells or conveys the Property, then all liabilities and obligations of Landlord accruing under this Lease after the sale or conveyance shall be binding upon the new owner, and the transferor shall be released from all liability under this Lease accruing subsequent to such sale or conveyance, provided that the transferee assumes Landlord's remaining obligations hereunder in writing. Nothing in this Section 16.2 shall be deemed to release Landlord's successor in interest from responsibility for any condition (including but not limited to deferred maintenance) existing on the date of transfer.

Upon any sale or transfer of the Property by Landlord, Landlord shall provide at least fifteen (15) days prior written notice of said sale of transfer to Tenant. In

addition, Landlord shall provide the following information to Tenant, at Tenant's Address for Notice (set forth in Section 1.1 hereof), as a condition of Tenant's obligation to pay Base Rent to the new owner:

- (a) A letter from the Landlord confirming that the Property was transferred to the new owner, along with written evidence of the transfer of the Property (e.g., a recorded deed).
- (b) A signed letter from the new owner including the following information:
 - i. Name and address of new owner or other party to whom Base Rent should be paid
 - ii. Federal tax ID number for new owner
 - iii. Name of contact person and contact information (including phone number) for new owner
 - iv. Proof of insurance
- (c) A W-9 form for new owner.

Tenant shall not be obligated to pay any rental amounts to any party other than the Landlord named herein until such time as all the requirements of this Section 16.2 are satisfied.

17. ALTERATIONS AND ADDITIONS

17.1 Landlord Consent

Tenant shall not make any structural alterations, improvements, additions, or utility installations in or about the Premises (collectively, "Alterations") without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. If Landlord fails to respond in writing within thirty (30) days after Tenant's request, then Landlord shall be deemed to have approved the requested Alterations. However, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria:

- (a) complies with all laws;
- (b) is not visible from the exterior of the Premises or Building;
- (c) will not materially affect the systems or structure of the Building; and
- (d) does not unreasonably interfere with the normal and customary business office operations of other tenants in the Building.

17.2 End of Term

Any Alterations not removed by Tenant shall become the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the Term.

18. CONDEMNATION

18.1 Controlling Terms

If during the Term, or during the period of time between the execution of this Lease and the Commencement Date, there is any taking of all or any part of the Premises or any interest in this Lease by Condemnation (as defined below), this Section shall determine the rights and obligations of Tenant and Landlord. "Condemnation" shall mean the exercise of any governmental power to take title to any portion of the Premises, whether by legal proceedings or otherwise, by a Condemnor (as defined below) or a voluntary sale or transfer by Landlord to any Condemnor either under threat of a Condemnor's exercise of such power or while legal proceedings are pending for the exercise of such power. "Condemnor" shall mean any public or quasi-public authority, or private corporation or individual, having the power of Condemnation.

18.2 Total Taking

If the Premises are totally taken by Condemnation, this Lease shall terminate on the date the Condemnor has a right to possession of the Premises (the "Date of Taking").

18.3 Partial Taking

If any portion, but not all, of the Premises or the Common Areas is taken by Condemnation, this Lease shall remain in effect, except that Tenant may elect to terminate this Lease if, in Tenant's reasonable judgment, the remaining portion of the Premises (including the space available for parking) is rendered unsuitable for Tenant's continued use of the Premises. If Tenant elects to so terminate this Lease, Tenant must exercise its right to terminate by giving notice to Landlord within thirty (30) days after the date that the nature and the extent of the Condemnation have been determined (the "Determination Date"), which notice shall set forth the date of termination. Such termination date shall not be earlier than thirty (30) days nor later than ninety (90) days after Tenant has notified Landlord of its election to terminate; except that this Lease shall terminate on the Date of Taking if the Date of Taking falls on a date before the termination date designated by Tenant. If Tenant does not so notify Landlord within thirty (30) days after the Determination Date, all obligations of Tenant under this Lease shall remain in effect, except that Base Rent shall be equitably abated in proportion to the degree to which Tenant's use of the Premises and the Common Areas is impaired by such Condemnation.

18.4 Restoration

Notwithstanding the preceding paragraph, if, within thirty (30) days after the Determination Date, Landlord notifies Tenant that Landlord, at its sole cost, will add to the remaining Premises and/or the Common Areas so that the Premises and the space available for parking, will be substantially the same (as reasonably determined by Tenant) after the Date of Taking as they were before the Date of Taking, and Landlord commences the restoration promptly and, subject to reasonable allowance for delays that are not caused by Landlord, completes it within ninety (90) days after Landlord so notifies Tenant, then this Lease shall continue in effect. In such event, all obligations of Tenant under this Lease shall

remain in effect, except that Base Rent shall be equitably abated or reduced during the period from the Date of Taking until the completion of such restoration.

18.5 Award

The Award (as defined below) shall be divided between Landlord and Tenant as their respective interests may appear. "Award" shall mean all compensation, sums or anything of value awarded, paid or received on a total or partial Condemnation of the Premises. Tenant shall be entitled to any awards for relocation benefits or goodwill belonging to Tenant.

18.6 Waiver of Statute

Landlord and Tenant hereby waive the provision of California Code of Civil Procedure Section 1265.130 allowing Landlord or Tenant to petition the Superior Court to terminate this Lease in the event of a partial taking of the Premises.

19. INDEMNIFICATION

19.1 Landlord's Indemnity

The Landlord shall indemnify, defend and hold harmless the Tenant from and against any and all liability, loss, injury or damage including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with the Landlord's repair, maintenance and other acts and omissions arising from and/or relating to the Landlord's ownership of the Premises.

19.2 Tenant's Indemnity

The Tenant shall indemnify, defend and hold harmless the Landlord, from and against any and all liability, loss, injury or damage, including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees) arising from or connected with the Tenant's repair, maintenance and other acts and omissions arising from and/or relating to the Tenant's use of the Premises.

20. INSURANCE

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

20.1 Waiver

Both the Tenant and Landlord each agree to release the other and waive their rights of recovery against the other for damage to their respective property arising from perils insured in the Causes-of-Loss Special Form (ISO form CP 10 30).

20.2 General Insurance Provisions – Landlord Requirements

Without limiting the Landlord's indemnification of Tenant and during the term of this Lease, and until all of its obligations pursuant to this Lease have been met, Landlord shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Lease. These minimum insurance

coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Landlord pursuant to this Lease. The Tenant in no way warrants that the Required Insurance is sufficient to protect the Landlord for liabilities which may arise from or relate to this Lease.

(a) Evidence of Coverage and Notice to Tenant

- i. Certificate(s) of insurance coverage ("Certificate") satisfactory to Tenant, and a copy of an Additional Insured endorsement confirming that Tenant and its Agents (defined below) has been given insured status under the Landlord's General Liability policy, shall be delivered to Tenant at the address shown below and provided prior to the start day of this Lease.
- ii. Renewal Certificates shall be provided to Tenant not less than 10 days prior to Landlord's policy expiration dates. The Tenant reserves the right to obtain complete, certified copies of any required Landlord insurance policies at any time.
- iii. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Lease by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Landlord identified in this Lease. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding twenty-five thousand (\$25,000.00) dollars, and list any Tenant-required endorsement forms.
- iv. Neither the Tenant's failure to obtain, nor the Tenant's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Landlord, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- v. Certificates and copies of any required endorsements, and/or notices of cancellation shall be delivered to:

County of Los Angeles
Chief Executive Office - Real Estate Division
320 West Temple Street, 7th Floor
Los Angeles, CA 90012
Attention: Director of Real Estate

Landlord also shall promptly notify Tenant of any third party claim or suit filed against Landlord which arises from or relates to this Lease, and could result in the filing of a claim or lawsuit against Landlord and/or Tenant.

(b) Additional Insured Status and Scope of Coverage

The Tenant, which is the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively, "Tenant and its Agents"), shall be provided additional insured status under Landlord's General Liability policy with respect to liability arising from or connected with the Landlord's acts, errors, and omissions arising from and/or relating to the Landlord's operations on and/or its ownership of the premises. Tenant's additional insured status shall apply with respect to liability and defense of suits arising out of the Landlord's acts or omissions, whether such liability is attributable to the Landlord or to the Tenant. The full policy limits and scope of protection also shall apply to the Tenant as an additional insured, even if they exceed the Tenant's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

(c) Cancellation of or Changes in Insurance

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

(d) Failure to Maintain Insurance

Landlord's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance after Tenant has provided written notice of such deficiency and within forty-five (45) days of Landlord's receipt of such notice Landlord has not cured such deficiency, shall constitute a material breach of the Lease for which County, immediately may withhold payments due to Landlord, and/or suspend or terminate this Lease. County, at its sole discretion, may obtain damages from Landlord resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Landlord, deduct the premium cost from sums due to Landlord or pursue Landlord reimbursement.

(e) Insurer Financial Ratings

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

(f) Landlord's Insurance Shall Be Primary

Landlord's insurance policies, with respect to any claims related to this Lease, shall be primary with respect to all other sources of coverage

available to Tenant. Any Landlord maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Tenant coverage.

(g) Waiver of Subrogation

To the fullest extent permitted by law, the Landlord hereby waives its and its insurer(s) rights of recovery against Tenant under all required insurance policies for any loss arising from or related to this Lease. The Landlord shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

(h) Deductibles and Self-Insured Retentions ("SIRs")

Landlord's policies shall not obligate the Tenant to pay any portion of any Landlord deductible or SIR. The Tenant retains the right to require Landlord to reduce or eliminate policy deductibles and SIRs as respects the Tenant, or to provide a bond guaranteeing Landlord's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

(i) Claims Made Coverage

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

(j) Application of Excess Liability Coverage

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

(k) Separation of Insureds

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

(l) Tenant Review and Approval of Insurance Requirements

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

20.3 Insurance Coverage Types And Limits

(a) Tenant Requirements: During the term of this Lease, Tenant shall maintain a program of insurance coverage as described below:

- i. Commercial General Liability Insurance, providing scope of coverage equivalent to ISO policy form CG 00 01, naming Landlord and its Agents as an additional insured, with limits of not less than:

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

Tenant, at its sole option, may satisfy all or any part of this insurance requirement through use of a program of self-insurance (self-funding of its liabilities). Certificate evidencing coverage or letter evidencing self-funding will be provided to Landlord after execution of this Lease at Landlord's request.

20.4 Landlord Requirements

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

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

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

- (b) Commercial Property Insurance. Such insurance shall:

- i. Provide coverage for Tenant's property and any tenant improvements and betterments to the Premises; this coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), excluding earthquake and including flood and ordinance or law coverage.
- ii. Be written for the full replacement cost of the Property, with a deductible no greater than \$250,000 or 5% of the Property value, whichever is less. Insurance proceeds shall be payable to the Landlord and Tenant, as their interests may appear.

21. PARKING

21.1 Tenant's Rights

Tenant shall have the right to the number of exclusive reserved parking spaces and unreserved parking spaces set forth in Section 1.1, without charge, for the Term of this Lease. No tandem parking shall be required or allowed, and Tenant shall be entitled to full in/out privileges at all times. Tenant's parking rights shall be subject to reasonable parking rules and regulations adopted by Landlord from time to time, provided that such procedures shall be uniformly applied to all tenants. Tenant acknowledges that all unreserved parking spaces are not for the

exclusive use of Tenant, rather, all such parking spaces are to be used on a non-exclusive, first-come, first-served basis by Tenant and other tenants, occupants, licensees, invitees and permittees of the Building. Landlord, at its sole expense, shall provide Tenant with at least one (1) parking access card or key fob for each reserved or unreserved parking space set forth in Section 1.1, if applicable.

21.2 Remedies

Landlord acknowledges that it is a material term of this Lease that Tenant receives all of the parking spaces to which it is entitled under this Lease for the entire Term of this Lease and that it would be impracticable and extremely difficult to fix the actual damages for a breach of such provisions. It is therefore agreed that if, for any reason whatsoever, a material number of the parking spaces required above are not available to Tenant (in addition to the rights given to Tenant under Section 14 and Sections 9 and 17 in the event of casualty or condemnation), then Tenant may:

- (a) terminate this Lease by giving written notice of such termination to Landlord, which notice shall be effective thirty (30) days thereafter, or
- (b) deduct from the Base Rent thereafter accruing hereunder an amount each month equal to the Base Rent times the percentage of parking spaces not so provided times the number 1.5, but such deduction from Base Rent shall be not less than ten percent (10%) nor more than one hundred percent (100%) of the Base Rent.

22. ENVIRONMENTAL MATTERS

22.1 Hazardous Materials

Tenant shall not cause nor permit, nor allow any of Tenant's employees agents, customers, visitors, invitees, licensee, contractor, assignees or subtenants to cause or permit, any Hazardous Materials to be brought upon, stored, manufactured, generated, blended, handled, recycled, treated, disposed or used on, under or about the Premises, the Building or the Common Areas, except for routine office and janitorial supplies in usual and customary quantities stored, used and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination thereof, whether solid, semi solid, liquid or gaseous, which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, molds, toxic levels of bacteria, tobacco smoke within the Premises, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), refrigerants (including those substances defined in the Environmental Protection Agency's "Refrigerant Recycling Rule," as amended from time to time) and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, such properties or effects. As used herein, "Environmental Laws" means any and all federal, state or local environmental, health and/or safety-

related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to Tenant, the Premises, the Building or the Common Areas.

22.2 Landlord Indemnity

Landlord shall indemnify, protect, defend (by counsel acceptable to Tenant) and hold harmless Tenant from and against any and all claims, judgments, causes of action, damage, penalties, fines, taxes, costs, liabilities, losses and expenses arising at any time during or after the Term as a result (directly or indirectly) of, or in connection with, the presence of Hazardous Materials on, under or about the Premises, Building or Common Areas or other violation of laws relating to Hazardous Materials other than those caused by Tenant. This indemnity shall include, without limitation, the cost of any required or necessary repair, cleanup or detoxification, and the preparation and implementation of any closure, monitoring or other required plans, as such action is required by local or state laws or any governmental agency. Landlord shall promptly deliver to Tenant a copy of any notice received from any governmental agency during the Term of this Lease concerning the presence of Hazardous Materials in the Building or the Premises. Landlord's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Lease. A default by Landlord under this Section shall constitute a material default under this Lease.

23. ESTOPPEL CERTIFICATES

Tenant shall, within 30 business days after written request of Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement in the form of Exhibit F attached hereto (properly completed) but shall have no other obligation to deliver any other form of estoppel certificate. It is intended that any such statement delivered pursuant to this Section may be relied upon by a prospective purchaser of Landlord's interest in the Premises or a holder of any mortgage upon Landlord's interest in the Premises.

24. INTENTIONALLY OMITTED

25. LIENS

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

26. SUBORDINATION AND MORTGAGES

26.1 Subordination and Non-Disturbance

Tenant agrees, at Landlord's option, to subordinate this Lease to the lien of any mortgages or deeds of trust now or hereafter in force against the Building; provided, however, Tenant's obligation to subordinate this Lease is expressly conditioned upon Tenant receiving a written agreement in the form of Exhibit E attached hereto and provided further that no such subordination shall affect any

option to extend the Term of this Lease, right of first offer to lease additional premises, option to purchase, or right of first offer to purchase the Property included herein.

26.2 Existing Deeds of Trust

The beneficiary under any existing deed of trust affecting the Building shall provide a written agreement to Tenant in the form of Exhibit E attached hereto, within 30 days after the execution of this Lease.

26.3 Notice of Default

If any mortgagee or beneficiary under a deed of trust affecting the Property gives written notice of its name and address to Tenant by registered mail and requests copies of any notice of default that Tenant serves upon Landlord, Tenant agrees to use its best efforts (but without liability for failure to do so) to give such mortgagee or beneficiary a copy of any notice of default that Tenant serves upon Landlord which could permit Tenant to terminate this Lease, along with an additional ten days within which to cure such default.

27. SURRENDER OF POSSESSION

Subject to casualty, at the expiration of the Term of this Lease, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises to Landlord in a "broom-clean" condition. Tenant may (but shall not be required to) remove, at its own expense, all fixtures, equipment and all other personal property placed or installed in or upon the Premises by Tenant, or under its authority (including any modular furniture).

28. SIGNAGE

Tenant shall be allowed building standard signage on the directory located in the ground floor lobby of the Building and elevator lobbies of the floors of the Premises and suite signage, all of which shall be at Landlord's expense. Tenant shall have the right to install, at Landlord's sole cost and expense, up to two (2) lines per 1,000 rentable square feet of the Premises on the Building's directory board in the main lobby of the Building. Tenant shall be permitted to install signs at the Premises that conform with any and all applicable laws and ordinances.

29. QUIET ENJOYMENT

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

30. GENERAL

30.1 Headings

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

30.2 Successors and Assigns

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

30.3 Brokers

Landlord and Tenant each represent and warrant to each other that it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease other than Cushman & Wakefield of California, Inc. (the "Tenant's Agent") and CBRE ("Landlord's Agent") and shall indemnify and hold harmless each other against any loss, cost, liability or expense incurred by the other party as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made in variance with this representation. The terms of any commissions due shall be pursuant to a separate commission agreement between Landlord and Tenant's Agent.

30.4 Entire Agreement

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

30.5 Severability

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

30.6 Notices

The parties shall give all notices in writing by (i) personal delivery, (ii) national-recognized, next-day courier service, or (iii) first-class registered or certified mail, postage prepaid, to the Landlord's Address for Notice and Tenant's Address for Notice as set forth in Section 1.1. Without limiting the generality of the foregoing, Landlord's notices to Tenant shall not be effective if they are delivered to the Premises or to another address that is not set forth in Section 1.1(b) hereof. Any notice given under this Lease shall be deemed effective upon the date of delivery (whether accepted or refused), which, for certified mail and courier service, shall be established by U.S. Post Office return receipt or the courier's proof of delivery, respectively.

30.7 Governing Law and Venue

This Lease shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Lease shall be conducted in the County of Los Angeles, State of California.

30.8 Waivers

No waiver by Landlord or Tenant of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Landlord or Tenant of the same or any other provision. Landlord's or Tenant's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's or Tenant's consent to or approval of any subsequent act by Landlord or Tenant.

30.9 Time of Essence

Time is of the essence for the performance of all of the obligations specified hereunder.

30.10 Consent

Whenever any consent is required by Landlord or Tenant hereunder, such consent shall not be unreasonably withheld, conditioned or delayed and, unless otherwise specifically provided herein, shall be deemed granted if not refused within ten (10) business days after written request is made therefore, together with all necessary information.

30.11 Community Business Enterprises

Landlord shall complete and deliver to Tenant concurrently with the execution hereof a Community Business Enterprises form set forth as Exhibit G attached hereto.

30.12 Memorandum of Lease

If requested by Tenant, Landlord and Tenant shall execute and acknowledge a Memorandum of Lease in the form of Exhibit H attached hereto, which Memorandum may be recorded by Tenant in the Official Records of Los Angeles County.

30.13 Counterparts; Electronic Signatures

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

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

31. AUTHORITY

Only the County's Board of Supervisors ("Board of Supervisors") has the authority, by formally approving and/or executing this Lease, to bind Tenant to the terms included herein. Landlord understands that no material terms of this Lease may be altered or deleted, nor may any new material terms be added to this Lease, without the express written approval of the Board of Supervisors, either through an amendment to the Lease or by other formal board action. No County officer, employee, agent or independent contractor has any authority to alter, add or delete the material terms of this Lease, and Landlord may not rely upon any representations to the contrary. This limitation of authority applies to all material terms of the Lease including, without limitation, any monetary ceiling established for Tenant Improvements or other project costs of Landlord which are subject to reimbursement by Tenant. Tenant shall not reimburse Landlord for any expenses which exceed this ceiling. Notwithstanding the foregoing, the Chief Executive Office of the County (the "Chief Executive Office") may take any administrative act on behalf of Tenant hereunder which does not have the effect of increasing Base Rent or other financial obligations of Tenant under this Lease, including without limitation, granting any approvals, terminating this Lease in the manner provided herein by an early termination notice or otherwise, signing estoppel certificates, signing the Commencement Date Memorandum and Confirmation of Lease Terms or subordinating this Lease. Each individual executing this Lease on behalf of Landlord represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Landlord, and that this Lease is binding upon Landlord in accordance with its terms.

32. ACKNOWLEDGEMENT BY LANDLORD

Landlord acknowledges that it is aware of the following provisions:

32.1 Consideration of GAIN Program Participants

Should Landlord require additional or replacement personnel after the effective date of this Lease, Landlord shall give consideration for any such employment openings to participants in the County Department of Public Social Services' Greater Avenues for Independence ("GAIN") Program who meet Landlord's minimum qualifications for the open position. The County will refer GAIN participants by job category to Landlord.

32.2 Solicitation of Consideration

It is improper for any County officer, employee or agent to solicit consideration in any form from a landlord. A landlord shall not offer or give, either directly or through

an intermediary, consideration in any form to a County officer, employee or agent who has had any involvement in the procurement, negotiation, consummation, administration or management of a lease.

Landlord shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Landlord hereby represents and warrants that it has not provided, and will not provide, any financial benefits to any County official, employee or agent who has had any involvement in the procurement, negotiation, consummation, administration or management of this Lease. Landlord hereby agrees that if it violates any of the terms of this Section 32.2, then the County may declare this Lease null and void, and the County reserves the right to exercise any and all other remedies available under applicable law.

32.3 Landlord Assignment

- (a) Landlord may assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof (including the right to receive rental payments but excluding its duties and obligations hereunder), and Landlord may execute any and all instruments providing for the payment of Base Rent directly to an assignee or transferee, but only if the conditions set forth in this Section are met.
- (b) Any document or agreement purporting to assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease, or any portion thereof, as security for the Landlord's obligation to repay any monetary obligation, is hereinafter referred to as a "Security Agreement." Any Security Agreement which is executed without full compliance with the requirements of this Section shall be void.
- (c) Each assignee or transferee under the Security Agreement shall certify and agree in writing that such assignee or transferee has read and is familiar with the requirements of Sections 5950-5955 of California Government Code, which prohibits the offer or sale of any security constituting a fractional interest in this Lease or any portion thereof, without the prior written consent of the Tenant. Notwithstanding the foregoing, the Tenant hereby acknowledges and agrees that Landlord shall have the right to encumber the Property with CMBS (commercial mortgage backed securities) financing or other traditional real estate financing. However, Landlord may not encumber the Property through any type of bond financing vehicle, including but not limited to certificate of participation financing.
- (d) Violation by Landlord of the provisions of Section 5951 of the California Government Code will constitute a material breach of this Lease, upon which the Tenant may impose damages in an amount equal to the greater of \$500,000 or 10% of the aggregate principal portion of all rental payments payable by the Tenant during the entire Term of this Lease, it being expressly agreed that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages

sustained by reason of any such violation, because from the circumstances and nature of the violation it would be impracticable and extremely difficult to fix actual damages. In addition, the Tenant may exercise or pursue any other right or remedy it may have under this Lease or applicable law.

- (e) Landlord shall give Tenant written notice and a copy of each and every assignment, transfer, hypothecation or encumbrance of Landlord's interest in this Lease and any instrument relating thereto (including, but not limited to, instruments providing for the payment of Base Rent directly to an assignee or transferee) at least thirty (30) days prior to the effective date thereof.
- (f) Landlord shall not furnish any information concerning Tenant or the subject matter of this Lease (including, but not limited to, offering memoranda, financial statements, economic and demographic information, and legal opinions rendered by the office of counsel for the Tenant) to any person or entity, except with Tenant's prior written consent. Landlord shall indemnify, defend and hold Tenant and its officers, agents and employees harmless from and against all claims and liability alleged to arise from the inaccuracy or incompleteness of any information furnished by Landlord in violation of this Section 32.3.
- (g) The provisions of this Section 32.3 shall be binding upon and applicable to the parties hereto and their respective successors and assigns. Whenever in this Section Landlord is referred to, such reference shall be deemed to include Landlord's successors or assigns, and all covenants and agreements by or on behalf of Landlord herein shall bind and apply to Landlord's successors and assigns, whether so expressed or not.

32.4 Smoking in County Facilities.

The Surgeon General of the United States has concluded that passive smoke exposure is the third leading cause of preventable death in the United States. The United States Environmental Protection Agency has found second-hand smoke to be a known carcinogen. It is recognized that the County has a responsibility to establish, maintain and promote a healthful and safe working environment and to reduce health and safety risks of its employees and the public at large. Tobacco smoke is a hazard to the health of County employees and the general public and represents an annoyance which should be regulated and banned in all county facilities to the end that air quality in all such facilities be improved for the preservation and improvement of the health of all County employees and the public. Therefore, to the greatest extent possible, the rights and comfort of all employees shall be respected. Reasonable effort shall be made to provide smokers a place to smoke in areas open to the sky or otherwise located outside County facilities and, except as provided under Los Angeles County, California - Code of Ordinances Chapter 2.126 ("LAMC 2.126"), all portions of County-owned facilities and all portions of facilities leased by or from the County, which areas are not open to the sky, shall be designated as "no smoking" areas. Smoking, including the use of electronic smoking devices, shall be prohibited in the following areas of County facilities: (1) Within 50 feet of any operable entry or exit door or operable window of any County building and within 25 feet of any access ramp or handicap path; (2) Within any County parking lot, parking structure, or parking

garage, whether enclosed or open to the sky; or (3) Within any driving range and eating area, including outdoor eating areas, of any County golf course. International no-smoking signs and other appropriate signs which designate no-smoking areas shall be clearly, sufficiently and conspicuously posted in every room, building or other place so covered by LAMC 2.126. The manner of such posting, including the wording, size, color and place of posting, whether on the walls, doors, tables, counters, stands or elsewhere, shall be at the discretion of the building proprietor so long as clarity, sufficiency and conspicuousness are apparent in communicating the intent. (Los Angeles County, California - Code of Ordinances Chapter 2.126.)

33. IRREVOCABLE OFFER

In consideration for the time and expense that Tenant will invest in this Lease, including but not limited to preliminary space planning, legal review, and preparation and noticing for presentation to the Tenant Real Estate Management Commission of Los Angeles County, as necessary, in reliance on Landlord's agreement to lease the Premises to Tenant under the terms of this Lease, Landlord irrevocably offers to enter into this Lease and not to revoke this offer until the Irrevocable Offer Expiration Date, as defined in Section 1.1.

34. OPTION TO EXTEND

(a) Option Term. Provided that no material Default has occurred and is continuing under the Lease at the time the option is exercised, Tenant shall have one (1) option to renew this Lease for an additional period of five (5) years (the "Extension Term").

(b) Exercise of Option. Tenant must exercise its option to extend this Lease by:

(i) giving Landlord written notice of its intention to do so (its "Notice of Intent") no later than twelve (12) months, nor earlier than fifteen (15) months, prior to the end of the initial Term, and

(ii) after Market Rental Value has been determined as provided below, and after the Board of Supervisors has approved the exercise of the option to renew, by giving written notice of its election to exercise such option. It is understood that Tenant will not exercise its option until after the Board of Supervisors has approved doing so, which will not be prior to the determination of the Market Rental Value, as provided below. If the Board of Supervisors has not approved the exercise of such option prior to ninety (90) days after the expiration of the Term of this Lease as then in effect, Tenant shall be entitled to holdover at the holdover rental rate as provided in this Lease. If Tenant fails to give written notice of its election to exercise the option to Landlord, Landlord will promptly provide written notice to Tenant that the Term shall not be extended unless Tenant responds within ten (10) business days in writing electing to exercise its renewal option, and Tenant shall respond by the expiration of such ten (10) business day period by delivering written notice of its election to exercise such renewal option or election not to exercise such renewal option. Tenant's failure to notify Landlord of its election to exercise such renewal option, within ten (10) business day after receipt of such written notice shall terminate this Lease as of the then-applicable expiration date, and neither Landlord nor Tenant will have any further obligation or liability under this Lease arising or continuing from and after such expiration date, subject, however, to the provisions that expressly

survive termination of this Lease.

(c) Terms and Conditions of the Extension Term. The Extension Terms shall be on all the terms and conditions of this Lease, except that the Base Rent during Extension Terms shall be equal to ninety five percent (95%) of Market Rental Value for the Premises as of the commencement of the Extension Term ("Adjusted Market Rental Value") to be determined as set forth below, including, but not limited to, the comparable rental rate, escalation, abatement, tenant improvement allowances then being offered to renewing tenants leasing space in the Cerritos sub-market ("Market").

(d) Agreement on Base Rent. Landlord and Tenant shall have ninety (90) days after Landlord receives the Notice of Intent in which to agree on the Base Rent during the applicable Extension Term. Base Rent during the Extension Term shall be the Adjusted Market Rental Value of the Premises calculated as of the date Tenant gives its Notice of Intent with respect to its option to extend.

(e) Market Rental Value. The term "Market Rental Value" shall be the rental rate that comparable Premises in the Market in which the Premises is located would command for the same term as the Extension Term on the open market at the time Tenant provides its Notice of Intent. For purposes hereof, the term "comparable Premises" shall mean premises in a building similar in size and location to the Building in the Market, taking into account any improvements installed by or on behalf of Tenant in the Building, the fact that Tenant is not required to pay operating expenses, insurance or taxes for the Premises and the fact that Tenant is not required to pay for electricity, water, sewer, trash and janitorial utilities and services for the Premises. In determining the Market Rental Value, additional appropriate consideration shall be given to Tenant's creditworthiness, the annual amount per rentable square foot that Landlord has accepted in current transactions between non-affiliated parties from non-sublease, non-expansion, space for renewal and non-equity tenants of comparable creditworthiness for comparable premises for a comparable use for a comparable period of time, the annual rental rates per square foot, the standard of measurement by which the rentable square footage is measured, the ratio of rentable square feet to usable square feet, and the fact that Tenant is not required to pay operating expenses, insurance or taxes pursuant to this Lease, parking rights and obligations, signage rights, abatement provisions reflecting free rent, tenant improvements and any other tenant inducements then being offered to renewing tenants leasing space in the Market, however, the fact that brokerage commissions are or are not payable for such comparable transactions shall be excluded from such calculation.

(f) Opinions. Landlord shall submit its opinion of Market Rental Value to Tenant within fifteen (15) days after Landlord's receipt of the Notice of Intent, and Tenant shall respond thereto within ten (10) days thereafter by either (a) accepting Landlord's opinion of Market Rental Value (in which case, such Market Rental Value shall be used to determine Base Rent during the Extension Term) or (b) submitting Tenant's opinion of Market Rental Value. If Landlord and Tenant cannot agree upon the Market Rental Value of the Premises within fifteen (15) days thereafter, then Landlord and Tenant within five (5) days shall each submit to each other their final written statement of Market Rental Value ("Final Statement"). Within ten (10) days thereafter Landlord and Tenant shall together appoint one real estate appraiser (who shall be a Member of the American Institute of Real Estate Appraisers) (or, if both Landlord and Tenant agree, a certified property manager with ten (10) years' experience) who will determine whether Landlord's or Tenant's Final Statement of Market Rental Value is the closest to the actual (in such appraiser's opinion) Market Rental Value of the Premises. If Landlord and Tenant cannot

mutually agree upon an appraiser within said ten (10) day period, Tenant may apply to the Presiding Judge of the Superior Court for Los Angeles County, requesting said Judge to appoint the M.A.I. qualified appraiser. The appraiser so appointed shall promptly determine whether Landlord's or Tenant's Final Statement of Market Rental Value is the closest to the actual (in such appraisers' opinion) Market Rental Value of the Premises, and such Final Statement of Market Rental Value shall be the Market Rental Value used in determining Base Rent during the Extension Term. The fees and expenses of the appraiser shall be borne equally by Landlord and Tenant. The appraiser appointed or selected pursuant to this Section shall have at least ten (10) years' experience appraising commercial properties in Los Angeles County.

(g) Amendment of Lease. Immediately after the Board of Supervisors approves the exercise of any option granted pursuant to this Section 34, and such option is exercised, Landlord and Tenant shall execute an amendment to this Lease setting forth the new Base Rent in effect.

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

LANDLORD:

CTC OFFICE 2 LP,
a Delaware limited partnership

DocuSigned by:
Tom Parnell
By: _____
Name: Tom Parnell
Its: vice President

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT
Chief Executive Officer

By: _____
John T. Cooke
Assistant Chief Executive Officer

ATTEST:

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

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Senior Deputy

EXHIBIT A

FLOOR PLAN OF PREMISES

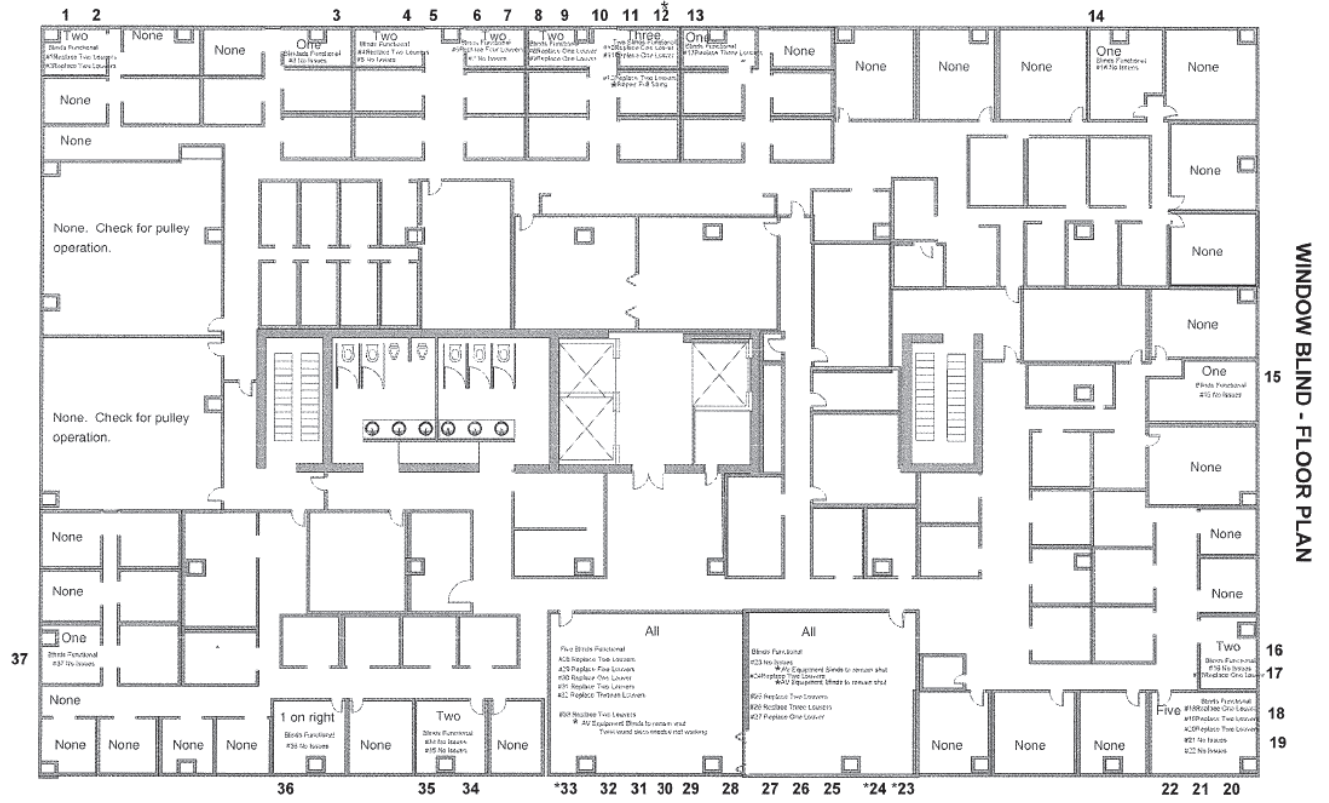


EXHIBIT B

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

Reference is made to that certain Lease Agreement ("Lease") dated _____, 20___, between County of Los Angeles, a body corporate and politic ("Tenant"), and CTC OFFICE 2 LP, a Delaware limited partnership ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the building located at 12750 Center Court Drive, Cerritos, California 90703 ("Premises"),

Landlord and Tenant hereby acknowledge as follow:

- 1) Tenant has accepted possession of the Premises and now occupies the same;
- 2) The Lease commenced on _____ ("Commencement Date");
- 3) The Premises contain _____ rentable square feet of space; and

For clarification and the purpose of calculating future rental rate adjustments:

- 4) Base Rent per month is _____.
- 5) The Base Index month is _____.
- 6) The Base Index is _____.
- 7) The first New Index month is _____.

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

Tenant:

Landlord:

COUNTY OF LOS ANGELES,
a body corporate and politic

CTC OFFICE 2 LP,
a Delaware limited partnership

By: _____
Name _____
Its _____

By: _____
Name _____
Its _____

EXHIBIT C

HEATING, VENTILATION AND AIR CONDITIONING

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

EXHIBIT D

CLEANING AND MAINTENANCE SCHEDULE

A. DAILY (Monday through Friday)

1. Carpets vacuumed.
2. Composition floors dust-mopped.
3. Desks, desk accessories and office furniture dusted. Papers and folders left on desk not to be moved.
4. Waste baskets, other trash receptacles emptied.
5. Chairs and waste baskets returned to proper position.
6. Fingerprints removed from glass doors and partitions.
7. Drinking fountains cleaned, sanitized and polished.
8. Lavatories, toilets and toilet rooms cleaned and mopped. Toilet supplies replenished.
9. Bulb and tube replacements, as required.
10. Emergency exit signage and egress battery replacement (if applicable)
11. Graffiti expunged as needed within two working days after notice by Tenant
12. Floors washed as needed.
13. Standard kitchen/lunchroom/restroom supplies replenished, including, but, not limited to, paper supplies and soap.
14. Exclusive day porter service from 7:00 a.m. to 5:00 p.m.

B. WEEKLY

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

C. MONTHLY

17. Floors washed and waxed in uncarpeted office area.
18. High-reach areas, door frames and tops of partitions dusted.
19. Upholstered furniture vacuumed, plastic and leather furniture wiped
20. Picture moldings and frames dusted.

21. Wall vents and ceiling vents vacuumed.
22. Carpet professionally spot cleaned as required to remove stains.
23. HVAC chiller water checked for bacteria, water conditioned as necessary.

D. QUARTERLY

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

E. SEMI-ANNUALLY

28. Windows washed as required inside and outside but not less frequently than twice annually.
29. All painted wall and door surfaces washed and stains removed.
30. All walls treated with vinyl covering washed and stains removed.

F. ANNUALLY

31. Furniture Systems and any other fabric or upholstered surfaces including chairs, couches, walls, etc., spot cleaned, or if determined to be necessary in Tenant's sole discretion, professionally cleaned in their entirety using a water extraction system.
32. Bathroom and any other ceramic tile surfaces professionally cleaned using a hand scrub process. All grout and porous surfaces resealed with a professional grade sealant.
33. Touch-up paint all interior painted surfaces in a color and finish to match existing.

G. AS NEEDED

34. Premises and the sidewalks, driveways, parking areas and all means of access and egress for the Premises should be maintained in good repair, and in clean and safe condition at all times.
35. All lawns, shrubbery and foliage on the grounds of the Premises should be maintained in good condition and neat in appearance. Grass and shrubbery must be replanted as needed to maintain the grounds in good appearance and condition.
36. Interior and exterior pest control inspections and remediation frequency is to be determined by a licensed exterminator.

37. Carpets to be cleaned using a non-detergent, low moisture, soil encapsulation system as recommended by the carpet manufacturer. The following schedule will be maintained for carpet cleaning:

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

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

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

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

H. GENERAL

Landlord shall, upon request of Tenant, produce written service contracts as evidence of compliance with the terms of this Cleaning and Maintenance Schedule.

EXHIBIT E

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

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

**County of Los Angeles)
Chief Executive Office)
Real Estate Division)
320 W. Temple Street, 7th Floor)
Los Angeles, California 90012)** Space above for Recorder's Use

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

**NOTICE: THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT
AGREEMENT RESULTS IN YOUR LEASEHOLD ESTATE BECOMING SUBJECT TO AND OF
LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.**

This Subordination, Non-disturbance and Attornment Agreement ("Agreement") is entered into as of the ____ day of _____, 20__ by and among COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant"), [*Insert name of Landlord*], ("Borrower") and [*Insert name of Lender*], ("Lender").

Factual Background

- A. Borrower owns certain real property more particularly described in the attached Exhibit A. The term "Property" herein means that real property together with all improvements (the "Improvements") located on it.
- B. Lender has made or agreed to make a loan to Borrower. The Loan is or will be secured by a deed of trust or mortgage encumbering the Property (the "Deed of Trust").
- C. Tenant and Borrower (as "Landlord") entered into a lease dated _____ (the "Lease") under which Borrower leased to Tenant a portion of the Improvements located within the Property and more particularly described in the Lease (the "Premises").
- D. Tenant is willing to agree to subordinate certain of Tenant's rights under the Lease to the lien of the Deed of Trust and to attorn to Lender on the terms and conditions of this Agreement. Tenant is willing to agree to such subordination and attornment and other conditions, provided that Lender agrees to a non-disturbance provision, all as set forth more fully below.

Agreement

Therefore, the parties agree as follows:

1. Subordination. The lien of the Deed of Trust and all amendments, modifications and extensions thereto shall be and remain at all times a lien on the Property prior and superior to the Lease, except that if Tenant is granted any option to extend the Term of the Lease, right of first offer to lease additional premises or option to purchase the Property or right of first offer to purchase the Property in the Lease, such provisions shall not be affected or diminished by any such subordination.

2. Definitions of "Transfer of the Property" and "Purchaser". As used herein, the term "Transfer of the Property" means any transfer of Borrower's interest in the Property by foreclosure, trustee's sale or other action or proceeding for the enforcement of the Deed of Trust or by deed in lieu thereof. The term "Purchaser", as used herein, means any transferee, including Lender, of the interest of Borrower as a result of any such Transfer of the Property and also includes any and all successors and assigns, including Lender, of such transferee.

3. Non-disturbance. The enforcement of the Deed of Trust shall not terminate the Lease or disturb Tenant in the possession and use of the leasehold estate created thereby.

4. Attornment. Subject to Section 3 above, if any Transfer of the Property should occur, Tenant shall and hereby does attorn to Purchaser, including Lender if it should be the Purchaser, as the landlord under the Lease, and Tenant shall be bound to Purchaser under all of the terms, covenants and conditions of the Lease for the balance of the Lease term and any extensions or renewals of it which may then or later be in effect under any validly exercised extension or renewal option contained in the Lease, all with the same force and effect as if Purchaser had been the original landlord under the Lease. This attornment shall be effective and self-operative without the execution of any further instruments upon Purchaser's succeeding to the interest of the landlord under the Lease.

5. Lender Not Obligated. Lender, if it becomes the Purchaser or if it takes possession under the Deed of Trust, and any other Purchaser shall not:

(a) be liable for any damages or other relief attributable to any act or omission of any prior Landlord under the Lease, including Borrower, unless such act or omission continues after the date that Lender or Purchaser succeeds to the interest of such prior landlord; or

(b) be subject to any offset or defense not specifically provided for in the Lease which Tenant may have against any prior landlord under the Lease, unless resulting from a default or breach by such prior landlord which continues after Lender or Purchaser succeeds to the interest of such prior landlord; and provided that any offsets deducted by Tenant prior to the date that Lender or Purchaser succeeds to the interest of such prior landlord shall not be subject to challenge; or

(c) be bound by any prepayment by Tenant of more than one (1) month's installment of rent, unless the Lease expressly requires such prepayment; or

(d) be obligated for any security deposit not actually delivered to Purchaser; or

(e) be bound by any modification or amendment of or to the Lease which materially increases Landlord's obligations under the Lease or materially decreases Tenant's obligation under the Lease, unless Lender has approved such modification or amendment in writing, which approval shall not be unreasonably withheld, conditioned or delayed.

6. Notices. All notices given under this Agreement shall be in writing and shall be given by personal delivery, overnight receipted courier or by registered or certified United States mail, postage prepaid, sent to the party at its address appearing below. Notices shall be effective upon receipt (or on the date when proper delivery is refused). Addresses for notices may be changed by any party by notice to all other parties in accordance with this Section.

To Lender: _____

To Borrower: _____

To Tenant: County of Los Angeles
Chief Executive Office
Real Estate Division
320 W. Temple Street, 7th Floor
Los Angeles, California 90012
Attention: Director of Real Estate

7. Miscellaneous Provisions. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Agreement is governed by the laws of the State of California without regard to the choice of law rules of that State.

TENANT: COUNTY OF LOS ANGELES,
a body corporate and politic

By: _____
Name: _____
Title: _____

BORROWER: *[Insert name of Landlord]*

By: _____
Name: _____
Title: _____

LENDER: *[Insert name of Lender],*

By: _____
Name: _____
Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

On _____, before me, _____
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared _____,
Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (Seal)

EXHIBIT F

TENANT ESTOPPEL CERTIFICATE

To: [Insert name of party to rely on document]

Attn: _____

Re: Date of Certificate: _____
Lease Dated: _____
Current Landlord: _____
Located at: _____
Premises: _____
Commencement Date of Term: _____
Expiration Date: _____
Current Rent: _____

County of Los Angeles ("Tenant") hereby certifies that, to its actual knowledge, as of the date hereof:

1. Tenant is the present holder of the tenant's interest under the lease described above, as it may be amended to date (the "Lease"). The Lease covers the premises described above (the "Premises") in the building (the "Building") at the address set forth above.

2. (a) A true, correct and complete copy of the Lease (including all modifications, amendments, supplements, side letters, addenda and riders of and to it) is attached to this Certificate as Exhibit A.

(b) The current Rent is set forth above.

(c) The term of the Lease commenced on the Commencement Date set forth above and will expire on the Expiration Date set forth above, including any presently exercised option or renewal term. Tenant has no option or right to renew, extend or cancel the Lease, or to lease additional space in the Premises or Building, or to use any parking other than that specified in the Lease.

(d) Except as specified in the Lease, Tenant has no option or preferential right to purchase all or any part of the Premises (or the land of which the Premises are a part).

(e) Tenant has made no agreement with Landlord or any agent, representative or employee of Landlord concerning free rent, partial rent, rebate of rental payments or any other similar rent concession except as expressly set forth in the Lease.

3. (a) The Lease constitutes the entire agreement between Tenant and Landlord with respect to the Premises, has not been modified changed, altered or amended, except as set forth in Exhibit A, and is in full force and effect. There are no other agreements, written or oral, which affect Tenant's occupancy of the Premises.

[(b) To the knowledge of Tenant, Tenant has not given Landlord written notice of a material default under the Lease which has not been cured.]

(c) Tenant's interest in the Lease has not been assigned or encumbered.

(d) Tenant is not entitled to any credit against any rent or other charge or rent concession under the Lease, except as set forth in the Lease.

(e) No rental payments have been made more than one (1) month in advance.

4. All contributions required to be paid by Landlord to date for improvements to the Premises have been paid in full, and all of Landlord's obligations with respect to tenant improvements have been fully performed, except: _____.

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

COUNTY OF LOS ANGELES,
a body corporate and politic

By: _____
Name: _____
Title: _____

EXHIBIT G

COMMUNITY BUSINESS ENTERPRISE FORM

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

I. Minority/Women Participation in Firm (Partners, Associate Partners, Managers, Staff, etc.)						
1. Firm Name: _____			3. Contact Person/Telephone Number: _____			
2. Address: _____			_____			
_____			_____			
_____			4. Total number of employees in the firm: _____			
5. Provide the number of all minority employees and women in each category.	Owners, Partners and Associate Partners		Managers		Staff	
	All O,P & AP	Women	All Managers	Women	All Staff	Women
Black/African American						
Hispanic/Latin American						
Asian American						
Portuguese American						
American Indian/Alaskan Native						
All Others						
II. PERCENTAGE OF MINORITY/WOMEN OWNERSHIP IN FIRM						
1. Type of Business Structure: (Corporation, Partnership, Sole Proprietorship, Etc.) _____						
2. Total Number of Ownership/Partners, Etc.: _____			III. MINORITY/WOMEN-OWNED FIRM CERTIFICATION			
3. Provide the percentage of ownership in each	All Employee	Women	Is your firm currently certified as a minority owned business firm by the:			
Black/African American			State of California? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Hispanic/Latin American			City of Los Angeles? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Asian American			Federal Government? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Portuguese American			Section D. OPTION TO PROVIDE REQUESTED INFORMATION			
American Indian/Alaskan Native			<input type="checkbox"/> We do not wish to provide the information required in this form.			
All Others			Firm Name: _____			
			Signature/Title: _____			
			Date: _____			

EXHIBIT H

MEMORANDUM OF LEASE

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

County of Los Angeles
Chief Executive Office
Real Estate Division
320 W. Temple Street, 7th Floor
Los Angeles, California 90012
Attention: Director of Real Estate

This document is recorded for the benefit of the County of Los Angeles and recording is exempt from recording fees pursuant to California Government Code Section 27383. This transaction is exempt from documentary transfer tax pursuant to California Revenue and Taxation Code Section 11922.

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") is made and entered into by and between _____, a _____ (the "Landlord"), and the COUNTY OF LOS ANGELES, a public body corporate and politic, duly organized and existing under the laws of the State of California (the "Tenant"), who agree as follows:

Landlord and Tenant have entered into an unrecorded lease dated _____, 20__ (the "Lease") of certain real property located in the County of Los Angeles, State of California, described in Exhibit A attached hereto and incorporated herein by reference, for a term commencing on _____, 20__, and ending on a date _____ years after the commencement date, unless such term is extended or sooner terminated pursuant to the terms and conditions set forth in the Lease.

This Memorandum has been prepared for the purpose of giving notice of the Lease and of its terms, covenants, and conditions, and for no other purposes. The provisions of this Memorandum shall not in any way change or affect the provisions of the Lease, the terms of which remain in full force and effect.

Dated: _____, 20__.

LANDLORD: _____

By: _____
Its: _____

By: _____
Its: _____

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT
Chief Executive Officer

By: _____
John T. Cooke
Assistant Chief Executive Officer

ATTEST:

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

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Senior Deputy

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

On _____, before me,

Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
personally appeared _____,
Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (Seal)

BOARD LETTER/MEMO CLUSTER FACT SHEET

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	6/5/2024	
BOARD MEETING DATE	7/16/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Fire	
SUBJECT	<p>The Consolidated Fire Protection District of Los Angeles County (District) is requesting the Board of Supervisors' approval to adjust the annual fees for Hazardous Waste Generator/Tiered Permitting, Hazardous Materials Handler, California Accidental Release Prevention (CalARP), and Aboveground Petroleum Storage Tank (APST) Programs, cost recovery of hourly rates for Emergency Operations and Site Mitigation for the Fiscal Year 2024-25; to reduce the fees for facilities that exclusively use carbon dioxide for beverage dispensing and do not have any other reportable hazardous materials; and to make other non-substantive changes.</p>	
PROGRAM	Health Hazardous Materials Division (HHMD) - Various	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost:	Funding source:
	TERMS (if applicable):	
	Explanation: Fees are apportioned in accordance with program costs to ensure recovery of projected HHMD operating costs. Current program costs are offset by a combination of fees and direct cost recovery billing for specific services. The proposed revisions in annual fees for the Hazardous Waste Generator/Tiered Permitting, Hazardous Materials Handler, CalARP, APST Programs will allow recovery of the necessary and reasonable costs to implement the programs.	
PURPOSE OF REQUEST	HHMD is a division fully funded by fees assessed to the regulated businesses. The fee increases for the Fiscal Year 2024-25 will allow HHMD to incorporate all the anticipated increases in salaries, benefits, and overhead expenses. These increases will allow HHMD to close the gap between its operations costs and revenues.	
BACKGROUND (include internal/external issues that may exist including any related motions)	HHMD is proposing fee increases for Fiscal Year 2024-25 and an exemption for facilities that exclusively use carbon dioxide for beverage dispensing and do not have any other reportable hazardous materials onsite. The proposed exemption would allow facilities meeting the criteria to be invoiced at the lowest rate for hazardous materials handlers.	

EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Approval of the recommended actions is consistent with the County's Strategic Plan North Star 2.E. Data-Driven Decision Making to continually assess and strengthen our efficiency and effectiveness, maximize and leverage resources, ensure fiscal responsibility, and hold ourselves accountable.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Marissa Martin Jensen, Administrative Services Manager II, (323) 881-6173 Marissa.MartinJensen@fire.lacounty.gov



COUNTY OF LOS ANGELES FIRE DEPARTMENT



ANTHONY C. MARRONE
FIRE CHIEF
FORESTER & FIRE WARDEN

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

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401
www.fire.lacounty.gov

BOARD OF SUPERVISORS
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THIRD DISTRICT

HILDA L. SOLIS
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FOURTH DISTRICT
HOLLY J. MITCHELL
SECOND DISTRICT
KATHRYN BARGER
FIFTH DISTRICT

July 16, 2024

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

Dear Supervisors:

**ORDINANCE AMENDING TITLE 12 OF THE LOS ANGELES COUNTY CODE UNIFIED
PROGRAM ANNUAL FEES FOR HAZARDOUS WASTE GENERATOR/TIERED
PERMITTING, HAZARDOUS MATERIALS HANDLER, CALIFORNIA ACCIDENTAL
RELEASE PREVENTION PROGRAM, AND ABOVEGROUND PETROLEUM STORAGE
TANK PERMITS FOR FISCAL YEAR 2024-25
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting the Board of Supervisors' approval to adjust the annual fees for Hazardous Waste Generator/Tiered Permitting, Hazardous Materials Handler, California Accidental Release Prevention (CalARP), and Aboveground Petroleum Storage Tank (APST) Programs, cost recovery of hourly rates for Emergency Operations and Site Mitigation for Fiscal Year 2024-25; to reduce the fees for facilities that exclusively use carbon dioxide for beverage dispensing and do not have any other reportable hazardous materials; and to make other non-substantive changes.

**IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY AFTER
THE PUBLIC HEARING:**

1. Approve and adopt an ordinance that:
 - a) Adjusts the annual fees for Reinspection Fees, Late Submittal Fees, Hazardous Waste Generator/Tiered Permitting, Hazardous Materials Handler, CalARP, APST Programs, as shown on the attached fee schedule developed in accordance with the

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

AGOURA HILLS	CARSON	EL MONTE	INGLEWOOD	LAWNDALE	PICO RIVERA	SIGNAL HILL
ARTESIA	CERRITOS	GARDENA	IRVINDALE	LOMITA	POMONA	SOUTH EL MONTE
AZUSA	CLAREMONT	GLENDORA	LA CANADA-FLINTRIDGE	LYNWOOD	RANCHO PALOS VERDES	SOUTH GATE
BALDWIN PARK	COMMERCE	HAWAIIAN GARDENS	LA HABRA	MALIBU	ROLLING HILLS	TEMPLE CITY
BELL	COVINA	HAWTHORNE	LA MIRADA	MAYWOOD	ROLLING HILLS ESTATES	VERNON
BELL GARDENS	CUDAHY	HERMOSA BEACH	LA PUENTE	NORWALK	ROSEMEAD	WALNUT
BELLFLOWER	DIAMOND BAR	HIDDEN HILLS	LAKEWOOD	PALMDALE	SAN DIMAS	WEST HOLLYWOOD
BRADBURY	DUARTE	HUNTINGTON PARK	LANCASTER	PALOS VERDES ESTATES	SANTA CLARITA	WESTLAKE VILLAGE
CALABASAS		INDUSTRY		PARAMOUNT		WHITTIER

annual adjustment provisions of the Los Angeles County Code (County Code), as delineated in Sections 12.50.131, 12.52.070, 12.64.040, 12.64.045, 12.64.050, and 12.70.050, and approved by the Auditor-Controller; and

- b) Adjusts cost recovery hourly rates for Emergency Operations and Site Mitigation costs for Fiscal Year 2024-25, as shown on the attached fee schedule developed in accordance with the annual adjustment provisions of the County Code, as delineated in Sections 12.56.070, 12.60.080, and approved by the Auditor-Controller; and
- c) Allows an exemption for reduced oversight fees, as delineated in Section 12.64.040.

Find that the adjustment of the annual fees adopted for the purpose of meeting operational expenses and the levying of administrative penalties are exempt from the California Environmental Quality Act (CEQA) pursuant to Section 21080 (b)(8) of the Public Resources Code and Section 15273 of Title 14 of the California Code of Regulations (State CEQA Guidelines).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The District implements the Hazardous Waste Generator/Tiered Permitting, Hazardous Materials Handler, CalARP, and APST Programs under the auspices of the Los Angeles County Certified Unified Program Agency (CUPA).

State law and County Code allow for the recovery of the necessary and reasonable costs to administer these programs. The County Code requires these fees to be adjusted annually. Your Honorable Board established annual fees and adjustment provisions for each of these programs to recover the costs of implementation. Cost recovery hourly rates were also established for emergency responses and site mitigation oversight.

On January 31, 2023, the Board of Supervisors approved a change to County Code Section 12.64.040 to be consistent with State law, which allowed permitting, regulating, and invoicing facilities that handle carbon dioxide (CO₂) at or greater than 1,000 cubic feet. Prior to this, the reporting threshold was 3,500 cubic feet. This change required the permitting of numerous facilities that only have CO₂ onsite for beverage dispensing that were not previously regulated. The regulatory oversight time of these facilities is in line with the other Fee Group I – Small Quantity Handlers. The exemption being added to County Code Section 12.64.040 will allow the District to invoice these specific facilities at a lower rate.

Fee Adjustment

The annual fee adjustments established in accordance with provisions in the County Code will allow the District to incorporate all anticipated increases in salaries, benefits, and overhead expenses for Fiscal Year 2024-25. These increases will allow the District to close the gap between its cost of operation and revenue, as well as facilitate the single fee billing process mandated by the CUPA by establishing fair and equitable fees to be billed in Fiscal Year 2024-25.

The annual adjustment provisions established in the County Code utilize a fee methodology that was originally established by your Board in 1996. The proposed adjustments incorporate

changes in program costs that result from changes in salaries, employee benefits and overhead rates, and the number of regulated facilities falling within each fee category. Similarly, annual adjustments to cost recovery rates reflect changes in District costs to administer those services.

Ordinance Changes

The Ordinance amendments (Enclosure A) will involve changes in the fee amounts for all programs implemented by the District and allows for an exemption for facilities that exclusively use CO2 for beverage dispensing and do not have any other reportable hazardous materials onsite. The proposed exemption would allow facilities meeting the criteria to be invoiced at the lowest tier for hazardous materials handlers.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Plan North Star 2.E. Data-Driven Decision Making to continually assess and strengthen our efficiency and effectiveness, maximize and leverage resources, ensure fiscal responsibility, and hold ourselves accountable.

FISCAL IMPACT/FINANCING

Fees are apportioned in accordance with program costs to ensure recovery of projected District operating costs. Current program costs are offset by a combination of fees and direct cost recovery billing for specific services. The proposed revisions in annual fees (Enclosure B) for the Hazardous Waste Generator/Tiered Permitting, Hazardous Materials Handler, CalARP, and APST Programs will allow recovery of the necessary and reasonable costs to implement the programs.

There is no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The fee revisions will be effective in all areas under the jurisdiction of the CUPA for Fiscal Year 2024-25. The cities of Los Angeles and Santa Monica will generate fee invoices in July 2024 for Fiscal Year 2024-25 for the Hazardous Waste Generator/Tiered Permitting Program, and Orange County will generate annual fee invoices in July 2024 for Fiscal Year 2024-25 for the Hazardous Materials Handler and CalARP Program facilities in the City of La Habra. These agencies are awaiting any changes in our fee schedule prior to generating invoices.

California Health and Safety Code Sections 25404.5(a)(2) and (3), grant authorization to the governing body of the local Certified Unified Program Agencies to establish fees to recover the necessary and reasonable program costs. The County Auditor-Controller has reviewed and approved the cost basis and fee adjustments.

This request for approval of the revised fees is made after compliance with all public notification and hearing requirements as specified in Sections 6062 and 66018 of the

California Government Code. Proposed ordinance language changes have been approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

The annual adjustments are exempt from the CEQA pursuant to Public Resources Code Section 21080(b)(8) and Section 15273 of the CEQA Guidelines because they involve fees to recover operating costs.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The approval of the annual fee adjustments for the Hazardous Waste Generator/Tiered Permitting, Hazardous Materials Handler, CalARP, APST Programs and for the cost recovery rates will serve to establish the reasonable and necessary fees for Fiscal Year 2024-25, facilitate the fiscal year billing process mandated by the CUPA, and assure full recovery of program implementation costs. The annual adjustments fairly allocate changes in program costs to regulated facilities while maintaining the integrity of the original fee methodologies.

CONCLUSION

Upon approval by the Board of Supervisors, please instruct the Executive Officer to return the adopted stamped copy of the letter and enclosures to the following office:

Consolidated Fire Protection District of Los Angeles County
Executive Office – Business Operations
Attention: Marissa Martin Jensen, Administrative Services Manager II
1320 North Eastern Avenue
Los Angeles, CA 90063
Marissa.MartinJensen@fire.lacounty.gov

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

Respectfully submitted,

ANTHONY C. MARRONE, FIRE CHIEF

ACM:es

Enclosures

c: Chief Executive Officer, Auditor-Controller, County Counsel, Executive Officer,
Board of Supervisors



May 14, 2024

County of Los Angeles

Dawyn R. Harrison
County Counsel



Anthony C. Marrone, Fire Chief
Los Angeles County Fire Department
1320 North Eastern Avenue
Los Angeles, California 90063

Re: Ordinance Amending Title 12 of the Los Angeles County Code to Amend Annual Fees

Dear Chief Marrone:

As requested, enclosed please find the analysis and ordinance amending Title 12 – Environmental Protection of the Los Angeles County Code to: (1) increase the annual fees for hazardous waste generators, hazardous materials, California Accidental Release Prevention ("CalARP") Programs, and aboveground petroleum storage tank ("APST") facilities; (2) add an exemption to Section 12.64.040 in Chapter 12.64 for facilities that exclusively use carbon dioxide for beverage dispensing and do not have any other reportable hazardous materials onsite to be invoiced at the lowest rate; (3) provide for cost recovery of hourly rates for emergency operations and site mitigation for Fiscal Year 2024-25; and (4) align the references for the Hazardous Materials Management Plan and Inventory Statement Program elements consistent with California Code of Regulations and other non-substantive changes.

The analysis and ordinance may be presented to the Board of Supervisors for its consideration at a noticed public hearing.

Very truly yours,

DAWYN R. HARRISON
County Counsel

By 
JENNY P. TAM
Senior Deputy County Counsel

APPROVED AND RELEASED:


NICOLE DAVIS TINKHAM
Chief Deputy

JPT:pec
Enclosures

ANALYSIS

This ordinance amends Title 12 – Environmental Protection of the Los Angeles County Code to: (1) increase the annual fees for hazardous waste generators, hazardous materials, California Accidental Release Prevention Programs, and aboveground petroleum storage tank facilities; (2) add an exemption to Section 12.64.040 in Chapter 12.64 for facilities that exclusively use carbon dioxide for beverage dispensing and do not have any other reportable hazardous materials onsite to be invoiced at the lowest rate; (3) provide for cost recovery of hourly rates for emergency operations and site mitigation; and (4) align the references for the Hazardous Materials Management Plan and Inventory Statement Program elements consistent with California Code of Regulations and other non-substantive changes.

DAWYN R. HARRISON
County Counsel

By 

JENNY P. TAM
Senior Deputy County Counsel
Justice and Safety Division

JPT:pec

Requested: 03/08/24
Revised: 05/13/24

ORDINANCE NO.

An ordinance amending Title 12 – Environmental Protection of the Los Angeles County Code, relating to: (1) increase the annual fees for hazardous waste generators, hazardous materials, California Accidental Release Prevention Programs, and aboveground petroleum storage tank facilities; (2) add an exemption to Section 12.64.040 in Chapter 12.64 for facilities that exclusively use carbon dioxide for beverage dispensing and do not have any other reportable hazardous materials onsite to be invoiced at the lowest rate; (3) provide for cost recovery of hourly rates for emergency operations and site mitigation; and (4) align the references for the Hazardous Materials Management Plan and Inventory Statement Program elements consistent with California Code of Regulations and other non-substantive changes.

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

SECTION 1. Section 12.50.030 is hereby amended to read as follows:

12.50.030 Program eElements.

The provisions of this chapter apply to the following unified program elements which have been consolidated under the Act:

...

F. Hazardous Materials Management Plan and Inventory Statement Program set forth in H&SC Section 13143.9 and California Fire Code, Part V, Chapter 50, Sections ~~80.103(e)~~5001.5.1 and 5001.5.2, Part 9 of Title 24 California Code of Regulations and in accordance with the requirements of the implementation plan.

SECTION 2. Section 12.50.131 is hereby amended to read as follows:

12.50.131 Reinspection Fee.

Every permittee that has been issued a notice of violation as specified in Sections 12.52.015P, 12.64.010M, and 12.70.010J of this Chapter and has failed to correct the violation(s) or deviation(s) by the correction date as set forth in the notice of violation, shall be charged a reinspection fee for each subsequent reinspection required to verify compliance with the notice of violation. The reinspection fee shall be ~~\$520~~\$539.

SECTION 3. Section 12.52.070 is hereby amended to read as follows:

12.52.070 Fees to Be Paid by Hazardous Waste Generators.

A. Beginning with the fiscal year ~~2023-2024~~2024-2025, the annual fee for the issuance of a unified program facility permit for the hazardous waste program element required to be paid to the Forester and Fire Warden by every person, business, or business concern generating or handling a hazardous or extremely hazardous waste shall be as follows:

Fee Group	Number of Employees	Annual Fee
1	0 to 2	\$624 <u>\$649</u>
2	3 to 5	\$910 <u>\$946</u>
3	6 to 19	\$1,299 <u>\$1,351</u>
4	20 to 100	\$1,754 <u>\$1,824</u>
5	101 to 500	\$2,599 <u>\$2,702</u>
6	501 or more	\$4,418 <u>\$4,594</u>

Exception:

Every person, business, or business concern generating or handling a hazardous waste which is hazardous solely due to the presence of silver and which generates no other hazardous wastes shall be charged a fee equal to one-half the amount of the Fee Group 2 fee. Beginning with the fiscal year ~~2023-2024~~2024-2025, this fee shall be ~~\$455~~\$473.

B. Beginning with the fiscal year ~~2023-2024~~2024-2025, the annual fee required to be paid to the Forester and Fire Warden by every person, business, or business concern that is a hazardous waste generator conducting treatment of hazardous waste under the Act shall be based on the highest tier of permit required in descending order, as follows:

Permit Tier	Annual Fee
(1) Permit by Rule (PBR)	\$3,075 <u>\$3,174</u>
(2) Conditional Authorization (CA)	\$2,121 <u>\$2,189</u>
(3) Conditional Exemption (CE)	\$318 <u>\$328</u>

C. Beginning with the fiscal year ~~2023-2024~~2024-2025, the schedule of fees contained in this Section may be adjusted annually by the following procedures:

...

SECTION 4. Section 12.56.020 is hereby amended to read as follows:

12.56.020 Emergency Response Cost Recovery.

...

B. Any person whose release or threatened release caused the incident, as specified in Section 12.56.020A, shall be assessed an administrative charge for the

response and additional emergency response charges, based upon hourly personnel costs, as approved by the County Auditor-Controller, to recover the costs incurred by the Forester and Fire Warden to protect the public from threats to public health and safety and any actions to confine, prevent, or mitigate the release, escape, burning, or threatened release of a hazardous material. Beginning in fiscal year ~~2023-2024~~2024-2025, the administrative charge shall be ~~\$835~~\$880 and the personnel hourly rates shall be ~~\$228~~\$240.

...

SECTION 5. Section 12.60.050 is hereby amended to read as follows:

12.60.050 Site Mitigation Oversight Fees.

...

B. The responsible party or person requesting oversight shall be assessed an initial oversight fee to recover the costs of the Forester and Fire Warden to initially review and analyze the site, submitted site assessment reports, site history, and determine site regulatory requirements, site priority, and lead agency status. This fee shall be based upon average hourly personnel costs incurred by the Forester and Fire Warden to conduct this initial review, as approved by the County Auditor-Controller. Beginning in fiscal year ~~2023-2024~~2024-2025, this fee shall be ~~\$3,688~~\$3,873 for each site accepted by the Forester and Fire Warden.

C. The responsible party or the person requesting oversight by the Health Hazardous Materials Division's site mitigation unit shall be required to pay oversight fees, based upon hourly personnel costs incurred by the Forester and Fire Warden to review and oversee site assessment and remediation activities over and above the

initial review fee in Section 12.60.050B, as approved by the County Auditor-Controller. Beginning in fiscal year ~~2023-2024~~2024-2025, the hourly rate shall be ~~\$228~~\$240.

SECTION 6. Section 12.64.040 is hereby amended to read as follows:

12.64.040 Annual Fees to Be Paid by Handlers of Hazardous

Materials.

Beginning with the fiscal year ~~2023-2024~~2024-2025, the annual fee required to be paid to the Forester and Fire Warden by every handler of hazardous materials for the administration and enforcement of the provisions of the Act shall be as follows:

Fee Group	Total Quantity of Hazardous Materials Handled at Any One Time During the Reporting Year	Annual Fee
I	Small Quantity Handler	\$370 <u>\$386</u>
	55—500 gallons or	
	500—5,000 pounds or	
	200—2,000 cubic feet or	
	TQ or greater quantity of a RS if less than 500 pounds	
	And no more than one hazardous material handled	
II	Minor Handler	\$536 <u>\$559</u>
	55—500 gallons or	
	500—5,000 pounds or	
	200—2,000 cubic feet or	
	TQ or greater quantity of a RS if less than 500 pounds	
	And more than one hazardous material handled	

III	Moderate Handler	\$686 <u>\$715</u>
	501—2,750 gallons or	
	5,001—25,000 pounds or	
	2,001—10,000 cubic feet	
IV	Major Handler	\$948 <u>\$989</u>
	2,751—50,000 gallons or	
	25,001—500,000 pounds or	
	10,001—200,000 cubic feet	
V	Major Handler—Large Volume	\$1,350 <u>\$1,408</u>
	50,001 gallons and over or	
	500,001 pounds and over or	
	200,001 cubic feet and over	
VI	Major Handler—Complex	\$2,083 <u>\$2,173</u>
	175,001 gallons and over or	
	700,001 pounds and over or	
	250,001 cubic feet and over or	
	A total quantity of two or more hazardous materials when expressed in or converted to pounds that equals 500,000 pounds or greater;	
	AND	
	Which is either a refinery, chemical plant, distillery, bulk plant, or terminal as defined herein.	

VII	Exempt Handler less than 55 gallons and less than 500 pounds and less than 200 cubic feet and, for RS, less than TQ quantity of RS	No Fee
-----	--	--------

...

Exemption 3:

Any person, business, or business concern which conducts, exclusively for charitable purposes, an activity for which a fee is required under this chapter and from which no person benefits through the distribution of profits, payment of excessive charges or compensation, or the more advantageous pursuit of their business, or profession shall not be charged any fee. Facts supporting entitlement to such exemption from a fee requirement shall be shown by affidavit filed with the Forester and Fire Warden. Any person, business, or business concern which conducts an activity for which a fee is required to be paid by this chapter shall be deemed to qualify for a fee exemption if it complies with section 214 of the California Revenue and Taxation Code as now and hereafter amended.

Exemption 4:

Any facility that handles carbon dioxide solely for the purposes of beverage dispensing onsite, and does not handle any other reportable amounts of hazardous materials shall be considered to be a Fee Group I facility.

SECTION 7. Section 12.64.045 is hereby amended to read as follows:

12.64.045 Late Submittal and Noncompliance Penalty for the California Environmental Reporting System (CERS) to be Paid by Handlers of Hazardous Materials.

A noncompliance penalty of ~~\$505~~\$524 will be charged to each handler of hazardous materials who fails, after reasonable notice, to electronically submit a business plan to CERS, or who fails to correct the violations or deviations by the correction date as set forth in the notice of violation pursuant to section 25508(a)(3) of the Act.

SECTION 8. Section 12.64.050 is hereby amended to read as follows:

12.64.050 Additional Fees—Regulated Substances.

...

B. Beginning with the fiscal year ~~2023-2024~~2024-2025, the annual fee for the issuance of a unified program facility permit for a stationary source, required to be paid to the Forester and Fire Warden by every person, business, or business concern handling, storing, or using a regulated substance above threshold quantities (RS fee) shall be as follows:

Fee Group	Risk Unit	Annual Fee
I	>0 and <5	\$712 <u>\$756</u>
II	=>5 and <15	\$1,282 <u>\$1,360</u>
III	=>15 and <50	\$2,208 <u>\$2,343</u>
IV	=>50 and <100	\$4,344 <u>\$4,610</u>

V	=>100 and <250	\$7,407 <u>\$7,859</u>
VI	=>250 and <500	\$11,751 <u>\$12,469</u>
VII	=>500 and <1,000	\$20,653 <u>\$21,916</u>
VIII	=>1,000 and <3,000	\$34,184 <u>\$36,274</u>
IX	=>3,000 and <10,000	\$44,154 <u>\$46,854</u>
X	=>10,000	\$54,837 <u>\$58,190</u>
XI	Refineries - Tier III (1—10 processes)	\$78,338 <u>\$83,128</u>
XII	Refineries - Tier II (11—20 processes)	\$113,946 <u>\$120,913</u>
XIII	Refineries - Tier I (>20 processes)	\$299,109 <u>\$317,398</u>

...

SECTION 9. Section 12.64.060 is hereby amended to read as follows:

12.64.060 Late Submittal Fee.

A late submittal penalty shall apply to the filing of Regulated Substance (RS) registration requirements, as follows:

Each stationary source failing to submit the required RS reporting documents in accordance with the established due date and reporting requirements of the CUPA as specified in Section 12.64.030, shall be levied a late submittal penalty commensurate to the additional administrative costs as determined by the CUPA and approved by the County Auditor-Controller. The date of submittal is determined by the date payment is received. The late submittal penalty shall be ~~\$505~~\$524.

SECTION 10. Section 12.64.070 is hereby amended to read as follows:

12.64.070 Fee schedule—Annual ~~a~~Adjustment ~~p~~Procedure.

...

B. RMP Unit. Total county risk units and each handler's risk units involved in calculating the risk unit rate, the average personnel time involved in conducting inspections, incident investigations, and RMP preparations reviews, evaluations, audits, and the personnel hourly rates determined in accordance with Section 12.64.050.

Where:

Disclosure unit is the unit assigned to administer the hazardous materials disclosure program (Section 12.64.040) and ~~CalARP unit~~ the CUPA's California Accidental Release Prevention Program (CalARP) is the unit assigned to administer the RS registration and risk management programs (Section 12.64.050).

SECTION 11. Section 12.70.050 is hereby amended to read as follows:

12.70.050 Annual Fees to Be Paid by Operators of Aboveground Tank Facility.

Beginning with the fiscal year ~~2023-2024~~2024-2025, the annual fee required to be paid to the Forester and Fire Warden by the operator of each tank facility for the administration and enforcement of the provisions of the Act shall be as follows:

Fee Group	Total Quantity of Petroleum in Aboveground Storage Tanks at Each Tank Facility During the Reporting Year	Annual Fee for Each Tank Facility
I	Less than 10,000 gallons	\$313 <u>\$321</u>

II	10,000 to 100,000 gallons	\$1,001 <u>\$1,027</u>
III	100,001 to 1,000,000 gallons	\$1,502 <u>\$1,540</u>
IV	1,000,001 to 10,000,000 gallons	\$2,003 <u>\$2,053</u>
V	10,000,001 to 100,000,000 gallons	\$9,075 <u>\$9,303</u>
VI	More than 100,000,000 gallons	\$18,932 <u>\$19,408</u>
VII	Exempt Handler Less than 1,320 gallons	No Fee

...

[1250030JTCC]

**Los Angeles County Unified Program Fee Schedule
(With Professional Development and Staff Meeting Hours)**

ECLOSURE B

Category	Description	Fee Schedule.....			
		FY2023/24 Adopted	Proposed FY2024/25	Proposed Change	Percent Change
Hazardous Waste Generator Annual Fees					
1006	Silver Waste	\$455	\$473	\$18	4.0%
1000/1100	0 - 2 Employees	\$624	\$649	\$25	4.0%
1001/1101	3 - 5 Employees	\$910	\$946	\$36	4.0%
1002/1102	6 - 19 Employees	\$1,299	\$1,351	\$52	4.0%
1003/1103	20 - 100 Employees	\$1,754	\$1,824	\$70	4.0%
1004/1104	101 - 500 Employees	\$2,599	\$2,702	\$103	4.0%
1005/1105	> 500 Employees	\$4,418	\$4,594	\$176	4.0%
Tiered Permit Annual Fees					
CE	Conditionally Exempt	\$318	\$328	\$10	3.1%
CA	Conditionally Authorized	\$2,121	\$2,189	\$68	3.2%
PBR	Permit by Rule	\$3,075	\$3,174	\$99	3.2%
Hazardous Material Handler Annual Fees					
3000	Small Quantity Handler	\$370	\$386	\$16	4.3%
3001	Minor Handler	\$536	\$559	\$23	4.3%
3002	Moderate Handler	\$686	\$715	\$29	4.2%
3003	Major Handler	\$948	\$989	\$41	4.3%
3004	Major Handler - Large Volume	\$1,350	\$1,408	\$58	4.3%
3005	Major Handler - Complex	\$2,083	\$2,173	\$90	4.3%
CA Accidental Release Prevention (Cal-ARP) Annual Fees					
3501	> 0 and < 5 risk units	\$712	\$756	\$44	6.2%
3502	=> 5 and < 15 risk units	\$1,282	\$1,360	\$78	6.1%
3503	=> 15 and < 50 risk units	\$2,208	\$2,343	\$135	6.1%
3504	=> 50 and < 100 risk units	\$4,344	\$4,610	\$266	6.1%
3505	=> 100 and < 250 risk units	\$7,407	\$7,859	\$452	6.1%
3506	=> 250 and < 500 risk units	\$11,751	\$12,469	\$718	6.1%
3507	=> 500 and < 1,000 risk units	\$20,653	\$21,916	\$1,263	6.1%
3508	=> 1,000 < 3,000 risk units	\$34,184	\$36,274	\$2,090	6.1%
3509	=> 3,000 and < 10,000 risk units	\$44,154	\$46,854	\$2,700	6.1%
3510	=> 10,000 risk units	\$54,837	\$58,190	\$3,353	6.1%
3511	Refineries - Tier III (1-10 processes)	\$78,338	\$83,128	\$4,790	6.1%
3512	Refineries - Tier II (11-20 processes)	\$113,946	\$120,913	\$6,967	6.1%
3513	Refineries - Tier I (>20 processes)	\$299,109	\$317,398	\$18,289	6.1%
Aboveground Petroleum Storage Act Annual Fees					
3701	1,320 - 10,000 gallons	\$313	\$321	\$8	2.6%
3702	10,000 - 100,000 gallons	\$1,001	\$1,027	\$26	2.6%
3703	100,001 - 1 million gallons	\$1,502	\$1,540	\$38	2.5%
3704	100,000,001 - 10 million gallons	\$2,003	\$2,053	\$50	2.5%
3705	10,000,001 - 100 million gallons	\$9,075	\$9,303	\$228	2.5%
3706	> 100 million gallons	\$18,932	\$19,408	\$476	2.5%
Hourly Cost Recovery Charges and Miscellaneous Fees					
ER	Emergency Response Initial Fee	\$827	\$880	\$53	6.4%
ER	Emergency Response Hourly Fee	\$225	\$240	\$15	6.7%
SM	Site Mitigation Initial Fee	\$3,635	\$3,873	\$238	6.5%
SM	Site Mitigation Hourly Fee	\$225	\$240	\$15	6.7%
RE	Reinspection Fee	\$516	\$539	\$23	4.5%
LS	Late Submittal Penalty	\$499	\$524	\$25	5.0%
CERS	CERS Service Fee	\$100	\$100	\$0	0.0%

Penalties for non-payment of LACoCUPA permit fees are 40% of the fee amounts.

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	6/12/2024		
BOARD MEETING DATE	6/25/2024		
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Los Angeles County Sheriff's Department		
SUBJECT	Approval of the Municipal Law Enforcement Services Agreement (MLESA)		
PROGRAM	Municipal Law Enforcement Services Agreement (MLESA)		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input type="checkbox"/> No N/A		
	If Yes, please explain why:		
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable		
DEADLINES/ TIME CONSTRAINTS	Yes, June 30, 2024		
COST & FUNDING	Total cost:	\$372,580,000	Funding source:
			Contract Cities
	TERMS (if applicable): 5-year		
Explanation: Each contract city pays for services it purchases. The costs of providing these services are recovered based on what each contract city purchases.			
PURPOSE OF REQUEST	Approve the renewal of the MLESA for a 5-year term.		
BACKGROUND (include internal/external issues that may exist including any related motions)			
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: The Department has demonstrated the ability the provide services to a diverse population.		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: North Star 2, Strategic Goal C		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Jason Lee, Sergeant, (213) 229-1647, jrlee@lasd.org Mina Cho, Sergeant, (213) 229-1647, mcho@lasd.org		

June 25, 2024

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

Dear Supervisors:

**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENTS BY
AND BETWEEN COUNTY OF LOS ANGELES AND CONTRACT CITIES
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) seeks approval of Municipal Law Enforcement Services Agreements (Agreements) by and between the County and the 42 contract cities (Contract Cities) for the period from July 1, 2024, through June 30, 2029.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the attached boilerplate Municipal Law Enforcement Services Agreement (Attachment A) for the provision of Municipal Law Enforcement Services (Services) by the Department for the period from July 1, 2024, through June 30, 2029.
2. Delegate authority to the Sheriff, or his designee to execute individual Agreements substantially similar to Attachment A with each of the Contract Cities listed on Attachment B, for the period from July 1, 2024, through June 30, 2029.

3. Delegate authority to the Sheriff, or his designee to publish the annual billing rates and to execute amendments and/or supplemental agreements as set forth in Section 11.0 (Amendments) of the Agreements, including amendments that modify the Service levels as requested by the Contract Cities and agreed to by the Department.

PURPOSE /JUSTIFICATION OF RECOMMENDED ACTION

Approval of the Agreements will allow the Department to continue to provide Contract Cities listed on Attachment B with Services within each city from July 1, 2024, to June 30, 2029. The current Agreements expire on June 30, 2024.

The Department's Contract Cities Program (Program) provides benefits to the Department and the County as a whole. The Program has provided the opportunity to build new Sheriff's Stations in strategic locations throughout the County, resulting in greater visibility and faster response times to the unincorporated areas of the County. This has further enhanced the Department's ability to deploy personnel and other resources during times of mutual aid, disasters, and emergencies. The Department has been able to expand partnerships, provide greater responsiveness, and increase regional focus on reducing crime as a result of serving Contract Cities within the County.

During the negotiation of the Agreement, both Contract Cities and the County agree that continued discussions around the Agreement's indemnification provisions are warranted. Therefore, a Letter of Understanding (LOU) has been written that sets forth the Contract Cities' and County's mutual intent to continue to discuss potential changes to the indemnification provisions contained in Section 5.0 (Indemnification) of the Agreement, and to discuss funding models and practices with respect to liability costs. Both the Contract Cities and County have agreed to an "Indemnification Extension" where the indemnification term shall be in effect for a period of nine (9) months through and including March 31, 2025, with an automatic six (6) month extension renewal through and including September 30, 2025.

IMPLEMENTATION OF STRATEGIC GOALS

As part of the Board's commitment to the County, approval of the recommended action would enhance Los Angeles County's Strategic Plan, North Star 2: Foster Vibrant and Resilient Communities, Strategy C – Public Safety: Enhance the safety of the public and our communities by addressing the risks, danger, harm, and

conditions that cause, drive, or can help mitigate unlawful activity and crime and supports law enforcement accountability and transparency.

FISCAL IMPACT / FINANCING

None. The Contract Cities shall pay the Department for Services according to the appropriate and prevailing billing rates as determined by the Auditor-Controller. The billing rates are adjusted at the beginning of every fiscal year by the Auditor-Controller in accordance with the requirements of California Government Code Section 51350 and the policies and procedures adopted by the Board.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Sections 56 – 1/2 and 56 – 3/4 of the Charter of the County, the County shall have the authority to provide for the assumption and discharge of municipal functions of any of the cities and towns within the County whenever requested by such city or town.

The Agreements allow for the continued provision of Services by the Department within the Contract Cities from July 1, 2024, to June 30, 2029. The Agreements may be terminated by either party with 180 calendar days advance written notice. A Contract City may terminate the Agreements following a billing rate increase with 60 calendar days advance written notice. The Agreements include dispute resolution procedures related to deployment deficiencies.

Attachment A has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES

Approval of the Agreements will continue to improve the quality of law enforcement services and public safety to the incorporated Contract Cities listed on Attachment B, and the unincorporated areas of the County, by enhancing the response times for law enforcement services. Both the County and the Contract Cities benefit from the synergistic effects and the utilization of County resources in the most efficient manner. There are no anticipated negative impacts upon the unincorporated patrol areas of the County.

The Honorable Board of Supervisors
June 25, 2024
Page 4

CONCLUSION

Upon Board approval, please forward a copy of the adopted Board letter to the Department's Contract Law Enforcement Bureau.

Sincerely,

ROBERT G. LUNA, SHERIFF

Attachments

- c: Board of Supervisors, Justice Deputies
 - Celia Zavala, Executive Officer, Board of Supervisors
 - Fesia Davenport, Chief Executive Officer
 - Rene Phillips, Manager, Chief Executive Office (CEO)
 - Jocelyn Ventilacion, Principal Analyst, CEO
 - Anna Petrosyan, Senior Analyst, CEO
 - Bryan Bell, Budget Analyst, CEO
 - Dawyn R. Harrison, County Counsel
 - Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
 - Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit
 - April L. Tardy, Undersheriff
 - Jill F. Torres, Assistant Sheriff, CFAO
 - Jason A. Skeen, Chief of Staff, Office of the Sheriff
 - Conrad Meredith, Division Director, Administrative Services Division (ASD)
 - Glen Joe, Assistant Division Director, ASD
 - Richard F. Martinez, Assistant Division Director, ASD
 - Andrew B. Cruz, Acting Captain, Contract Law Enforcement Bureau
 - David E. Culver, Director, Financial Programs Bureau
 - Rene A. Garcia, Lieutenant, ASD
 - Erica M. Nunes, Sergeant, ASD
 - Kristine D. Corrales, Deputy, ASD

**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
 BY AND BETWEEN
 COUNTY OF LOS ANGELES
 AND CITY OF _____**

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**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF _____**

This Municipal Law Enforcement Services Agreement ("Agreement") is made and entered into this _____ day of _____, 2024 by and between the County of Los Angeles ("County") and the City of _____ ("City").

RECITALS

- A. Whereas, the City is desirous of contracting with the County for the performance of municipal law enforcement services by the Los Angeles County Sheriff's Department ("Sheriff's Department"); and
- B. Whereas, the County is agreeable to rendering such municipal law enforcement services on the terms and conditions set forth in this Agreement; and
- C. Whereas, this Agreement is authorized by Sections 56½ and 56¾ of the County Charter and California Government Code Section 51301.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1.0 SCOPE OF SERVICES

- 1.1 The County, by and through the Sheriff's Department, agrees to provide general law enforcement services within the corporate limits of the City to the extent and in the manner hereinafter set forth in this Agreement.
- 1.2 Except as otherwise specifically set forth in this Agreement, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff's Department under the County Charter, State of California statutes, and the City municipal codes.
- 1.3 General law enforcement services performed hereunder may include, if requested by the City, supplemental security support, supplemental sworn officer support, and supplemental professional civilian support staff.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 During the term of this Agreement, the Sheriff or his designee shall serve as the Chief of Police of the City and shall perform the functions of the Chief of Police at the direction of the City.
- 2.2 The rendition of the services performed by the Sheriff's Department, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County. The City understands and agrees that, at the Sheriff's Department's sole discretion, the Sheriff's Department may redeploy personnel for mutual aid purposes pursuant to the California Emergency Services Act, codified at California Government Code Sections 8550-8668. Absent exigent circumstances, any sustained deployment of more than fifty percent (50%) of the City's contracted items, with the calculation determined by service unit type, requires consultation with the City manager or his/her designee. For the purpose of this section, exigent circumstances are defined as such cases where the immediacy of deployment is of such nature where prior consultation is materially detrimental to public safety and the length of such deployment does not exceed 24 hours.
- 2.3 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the City shall be consulted and a mutual determination thereof shall be made by both the Sheriff's Department and the City. The City shall first consult with the Station Captain, Division Commander, and Division Chief, in an effort to reach a mutual determination. If a mutual determination cannot be realized at a subordinate level, then the matter will be elevated to a Sheriff's Department Assistant Sheriff or the Sheriff.
- 2.4 With regard to Paragraphs 2.2 and 2.3 above, the Sheriff's Department, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.
- 2.5 All City employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the City and shall not have

any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No City employees as such shall become employees of the County unless by specific additional agreement in the form of a merger agreement which must be concurrently adopted by the City and the County. The Sheriff's Department will provide approved City employees with the required training necessary to access authorized County programs (i.e. CAD, MDC, etc.), so such City employees can perform the functions of their positions.

- 2.6 While performing law enforcement services and functions under this Agreement, every Sheriff's Department employee shall be authorized to enforce all City laws and regulations, including all City codes and ordinances.
- 2.7 The City shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for the City. Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of the performance of services under this Agreement.
- 2.8 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

3.0 DEPLOYMENT OF PERSONNEL

- 3.1 Services performed hereunder and specifically requested by the City shall be developed in conjunction with the Sheriff's Department and indicated on Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement.
- 3.2 The City, or its designated representative, shall meet with its respective Sheriff's Department Station Captain when requesting law enforcement services to be performed in the City, and provide direction to the Sheriff's Department Station Captain regarding the method of deployment for such services. The City and the

Sheriff's Department shall also determine a minimum daily standard of staffing needs for services rendered to ensure an adequate personnel presence during station operation and patrol. The City and the Station Captain shall meet to discuss the minimum daily standard which is documented in Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement. The Station Captain shall endeavor to meet this standard without increased cost to the City. The Sheriff's Department shall ensure that all services are delivered in a manner consistent with the priorities, annual performance objectives, and goals established by the City.

- 3.3 The Sheriff's Department shall make every attempt to avoid deployment deficiencies (i.e., "busting" of cars) by following the daily minimum standard of staffing, as stipulated in Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement. Should deployment deficiencies occur, the Sheriff's Department should make every effort to reallocate those resources to the shift where the deficiencies occurred. Should the Sheriff's Department determine that a temporary increase, decrease, and/or realignment in the deployment methodologies is necessary, the Sheriff's Department shall promptly notify the City of this change in advance. In the event that prior notice is not possible, the City shall be notified of the change within two (2) City business days. If monthly service compliance falls below ninety-eight percent (98%) for each service unit type, then the Sheriff's Department Station Captain shall meet with the City to discuss compliance and identify a plan for resolution. If the quarterly and/or year-to-date (September 30th, December 31st, March 31st, and June 30th) service compliance falls below ninety-eight percent (98%) for each service unit type, then the respective Sheriff's Department Division Chief shall meet with the Sheriff's Department Station Captain and the City to discuss compliance and identify a plan for resolution. If the City is dissatisfied with the outcome of either resolution process, the matter will be elevated to a Sheriff's Department Assistant Sheriff or the Sheriff until all City concerns are fully resolved. Resolution may include, but is not limited to, the use of overtime, staffing adjustments, and/or City-initiated service suspensions, at no additional cost to the

City. If the City determines it is unnecessary, the City may waive either dispute resolution process discussed above.

3.3.1 The Sheriff's Department shall monitor and make every attempt to backfill vacant and impaired (to include loaned) sworn supervisory overhead positions by the beginning of the following quarter.

3.3.2 The Sheriff's Department will work with the City to provide an appropriate tool and/or reports to demonstrate adequate service level compliance under this Agreement. Such service level compliance reports include, but not limited to, daily staffing levels, service levels, deployment of service units, daily deputy activity, or similar type data that is reasonably available.

- 3.4 A new Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement shall be authorized and signed annually by the City and the Sheriff or his designee effective each July 1, and attached hereto as an Amendment to this Agreement.
- 3.5 Should the City request a change in the level of service other than pursuant to the annual July 1 readjustment, a revised Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement shall be signed and authorized by the City and the Sheriff or his designee and attached hereto as an Amendment to this Agreement.
- 3.6 The most recent dated and signed Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement shall be the staffing level in effect between the County and the City.
- 3.7 The City is not limited to the services indicated in Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement. The City may also request any other service or equipment in the field of public safety, law, or related fields within the legal power of the Sheriff's Department to provide. Such other services and equipment shall be reflected in a revised Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement under the procedures set forth

in Paragraphs 3.4 and 3.5 above.

- 3.8 With regard to any public safety equipment requested by the City and set forth on Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement, the City shall adhere to the terms and conditions set forth in Attachment C, Public Safety Equipment Use Requirements, of this Agreement.
- 3.9 When a contracted service unit, requiring the procurement of a vehicle at the onset of service, is deleted from the Service Level Authorization (SH-AD-575) , and the City reinstates said service unit within a 24-month period, the City will not be required to procure a vehicle.

4.0 PERFORMANCE OF AGREEMENT

- 4.1 For the purpose of performing general law enforcement services under this Agreement, the County shall furnish and supply all necessary labor, supervision, equipment, technology, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.
- 4.2 Notwithstanding the foregoing, the City may provide additional resources for the County to utilize in performance of the services.

4.2.1 All bailments require a separate Bailment Agreement governing the County's use of the bailed equipment. Such Bailment Agreements shall be administered at the station level. A bailment is a legal arrangement where one party (City) temporarily transfers possession of specific property or assets to another party (County) to facilitate the provision of certain services.

4.2.2 All donations made by a City to the County will be governed by the most current Sheriff's Department donation procedures.

4.2.3 The County, through the Sheriff's Department, acknowledges its obligation to maintain an inventory of all non-vehicle equipment owned by the City ("City Equipment") provided to the County for its use. The inventory shall include, but not limited to, a detailed description of each item of City Equipment, its serial number (if applicable), its condition upon receipt, and its location. The County shall be responsible for regularly updating and maintaining the inventory of City Equipment, including documenting any changes in the status, condition, or location

of equipment. The inventory shall be kept current and accurate at all times during the term of this Agreement. Upon request by the City, the County shall provide access to the inventory records and facilitate any necessary inspections or audit of the City Equipment. The County shall cooperate fully with the City in verifying the accuracy and completeness of the inventory. In the event of loss, damage, or theft of any City Equipment while under the custody or control of the County, the County shall promptly notify the City in writing and provide a detailed explanation of the circumstances surrounding the incident. All inventory records shall be completed and maintained at the station level.

- 4.3 When and if both parties to this Agreement concur as to the necessity of maintaining a law enforcement headquarters or Sheriff's Department substation within the City which would not normally be provided by the Sheriff's Department, the City shall furnish at its own cost and expense all necessary office space, and the Sheriff's Department shall have authority to negotiate with the City regarding which entity shall pay for furniture and furnishings, office supplies, janitor service, telephone, light, water, and other utilities.
- 4.4 It is expressly further understood that in the event a local office or building is maintained in the City, such local office or building may be used by the Sheriff's Department in connection with the performance of its duties in territory outside of the City, provided, however, that the performance of such outside duties shall not be at any additional cost to the City.
- 4.5 Notwithstanding the foregoing, it is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of the City, the same shall be supplied by the City at its own cost and expense.

5.0 INDEMNIFICATION

- 5.1 The parties hereto have executed an Assumption of Liability Agreement approved by the County Board of Supervisors on December 27, 1977, and/or a Joint Indemnity Agreement approved by the County Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this Agreement as if set out in full herein.

- 5.2 The parties hereto have also executed a County-City Special Indemnity Agreement approved by the County Board of Supervisors on August 25, 2009. This document is made a part of and incorporated into this Agreement as if set out in full herein.
- 5.3 In the event the County Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.
- 5.4 Notwithstanding anything to the contrary contained in the Agreement, the indemnification term under this section shall be in effect for a period of nine (9) months, through and including March 31, 2025, with an automatic six-month (6) renewal thereafter, through and including September 30, 2025 (“Indemnification Extension”), unless: (a) this section is amended at any time prior to September 30, 2025; or (b) the entire Agreement is terminated earlier, pursuant to Section 7.0 of this Agreement. If the parties continue to perform under the Agreement after the expiration of the Indemnification Extension without any amendment to this section in accordance with Section 11.0, then the indemnification term under this section will be automatically renewed and incorporated herein for the entire duration of this Agreement.

6.0 TERM OF AGREEMENT

- 6.1 The term of this Agreement shall be from July 1, 2024 through June 30, 2029, unless sooner terminated or extended as provided for herein.
- 6.2 At the option of the County Board of Supervisors and with the consent of the City Council, this Agreement may be renewed or extended for successive periods not to exceed five (5) years each.
- 6.3 Nine (9) months prior to the expiration of this Agreement, the parties shall meet and confer in good faith to discuss the possible renewal or extension of this Agreement pursuant to Paragraph 6.2 above. The parties shall reach an agreement as to the terms of any renewal or extension period no later than six (6) months prior to the expiration of this Agreement. Absent mutual agreement by the parties within that time frame, this Agreement shall expire at the conclusion of the then-existing term.

7.0 RIGHT OF TERMINATION

- 7.1 Either party may terminate this Agreement as of the first day of July of any year upon notice in writing to the other party of not less than one hundred eighty (180) calendar days prior thereto.
- 7.2 Notwithstanding any provision herein to the contrary, the City may terminate this Agreement upon notice in writing to the County given within sixty (60) calendar days of receipt of written notice from the County of any increase in the rate for any service to be performed hereunder, and in such an event this Agreement shall terminate sixty (60) calendar days from the date of the City's notice to the County.
- 7.3 This Agreement may be terminated at any time, with or without cause, by either party upon written notice given to the other party at least one hundred eighty (180) calendar days before the date specified for such termination.
- 7.4 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and, except as otherwise provided herein, each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination.
- 7.5 In the case of termination of this Agreement, the Sheriff will provide only such duties as are required by law.

8.0 BILLING RATES

- 8.1 The City shall pay the County for the services and equipment provided under the terms of this Agreement at the billing rates set forth on Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement, as established by the County Auditor-Controller.
- 8.2 The billing rates set forth on Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement shall be readjusted by the County Auditor-Controller annually effective July 1 of each year, published by the County, and attached hereto as an Amendment to this Agreement, to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the County Board of Supervisors.
- 8.3 The City shall be billed at the current fiscal year's billing rates based on the service level provided within the parameters of Attachment A, Los Angeles County

Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement.

- 8.4 The billing rates for other services and equipment requested pursuant to Paragraph 3.7 of this Agreement and not set forth on Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement shall be determined by the County Auditor-Controller in accordance with the policies and procedures established by the County Board of Supervisors and then set forth and published on a revised Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement.

9.0 PAYMENT PROCEDURES

- 9.1 The County, through the Sheriff's Department, shall render to the City, after the close of each calendar month, a summarized invoice which covers all services performed during said month, and the City shall pay the County for all undisputed amounts within sixty (60) calendar days after date of the invoice.
- 9.2 If such payment is not delivered to the County office which is described on the invoice within sixty (60) calendar days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the City shall provide the County with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) calendar days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) calendar days after the dispute resolution is memorialized.
- 9.3 Interest shall be at the rate of ten percent (10%) per annum or any portion thereof, calculated from the due date of the invoice for the month in which the services were performed, or in the case of disputed amounts, calculated from the date the resolution is memorialized.
- 9.4 Notwithstanding the provisions of California Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within sixty (60) calendar days after the date of the invoice, or in the case of disputed amounts, from the date the resolution is memorialized, the County may satisfy such indebtedness, including interest thereon, from any funds of the City on

deposit with the County without giving further notice to the City of the County's intention to do so.

10.0 NOTICES

10.1 Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

10.2 Notices to the County shall be addressed as follows:

Los Angeles County Sheriff's Department
Contract Law Enforcement Bureau
Attn: Unit Commander
211 W. Temple Street, 7th Floor
Los Angeles, California 90012
Phone #: 213-229-1647

10.3 Notices to the City of shall be addressed as follows:

City of _____
Attn:
Address:
Phone #:

11.0 AMENDMENTS

11.1 Except for changes pursuant to Paragraphs 8.2 and 8.4 of this Agreement, all changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by the County Board of Supervisors and an authorized representative of the City.

11.2 Notwithstanding Paragraph 11.1 above, the Sheriff or his designee is hereby authorized to execute, on behalf of the County, any Amendments and/or supplemental agreements referenced in Sections 3.0, 4.0, and 9.0 of this Agreement.

11.3 In accordance with Paragraphs 8.2 and 8.4 of this Agreement, the Sheriff or his designee is hereby authorized to publish, on behalf of the County, the annual

revised Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement. The revised Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement shall serve as an Amendment to this Agreement, but shall not require the signature of either party.

12.0 AUTHORIZATION WARRANTY

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

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

13.0 ENTIRE AGREEMENT

This Agreement, including Attachment A, Attachment B, and Attachment C, and any Amendments hereto constitute the complete and exclusive statement of understanding of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 11.0, Amendments, of this Agreement.

**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF _____**

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed by the Sheriff of Los Angeles County, and the City has caused this Agreement to be executed by its duly authorized representative, on the dates written below.

COUNTY OF LOS ANGELES

By _____
ROBERT G. LUNA
Sheriff

Date _____

CITY OF _____

By _____

Date _____

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By APPROVAL ON FILE
Principal Deputy County Counsel

APPROVED AS TO FORM:
CITY ATTORNEY

By _____



**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
CONTRACT CITY LAW ENFORCEMENT SERVICES
SERVICE LEVEL AUTHORIZATION (SH-AD 575)**

CITY: _____

FISCAL YEAR: 2024-2025

EFFECTIVE DATE: _____

DEPUTY SHERIFF SERVICE UNIT													
RANK	RELIEF FACTOR	SERVICE CODE	NEW	PREV.	CHANGE	ANNUAL RATE	ESTIMATED TOTAL ANNUAL COST	LIABILITY 12.5%	TOTAL ANNUAL COST W/LIABILITY	ANNUAL HOURS PER SERVICE UNIT	ANNUAL HOURS SCHEDULED	ANNUAL MINUTES SCHEDULED	PERSONNEL REQUIRED
					0.00				\$ -		0	0	0.000
					0.00				\$ -		0	0	0.000
					0.00				\$ -		0	0	0.000

DEPUTY SHERIFF SERVICE UNIT (BONUS)													
RANK	RELIEF FACTOR	SERVICE CODE	NEW	PREV.	CHANGE	ANNUAL RATE	ESTIMATED TOTAL ANNUAL COST	LIABILITY 12.5%	TOTAL ANNUAL COST W/LIABILITY	ANNUAL HOURS PER SERVICE UNIT	ANNUAL HOURS SCHEDULED	ANNUAL MINUTES SCHEDULED	PERSONNEL REQUIRED
					0.00				\$ -		0	0	0.000
					0.00				\$ -		0	0	0.000

GROWTH/GRANT DEPUTY UNIT													
RANK	RELIEF FACTOR	SERVICE CODE	NEW	PREV.	CHANGE	ANNUAL RATE	ESTIMATED TOTAL ANNUAL COST	LIABILITY 12.5%	TOTAL ANNUAL COST W/LIABILITY	ANNUAL HOURS PER SERVICE UNIT	ANNUAL HOURS SCHEDULED	ANNUAL MINUTES SCHEDULED	PERSONNEL REQUIRED
					0.00				\$ -		0	0	0.000
					0.00				\$ -		0	0	0.000
					0.00				\$ -		0	0	0.000
					0.00				\$ -		0	0	0.000

SUPPLEMENTAL POSITIONS													
RANK	RELIEF FACTOR	SERVICE CODE	NEW	PREV.	CHANGE	ANNUAL RATE	ESTIMATED TOTAL ANNUAL COST	LIABILITY 12.5%	TOTAL ANNUAL COST W/LIABILITY	ANNUAL HOURS PER SERVICE UNIT	ANNUAL HOURS SCHEDULED	ANNUAL MINUTES SCHEDULED	PERSONNEL REQUIRED
					0.00				\$ -		0	0	0.000
					0.00				\$ -		0	0	0.000
					0.00				\$ -		0	0	0.000
					0.00				\$ -		0	0	0.000

Estimated Cost for Service Units: \$ _____ - Total Liability (12.5%): \$ _____ - Estimated Subtotal: \$ _____ -
 Public Safety Equipment Cost (See page 3): \$ _____ -
Estimated Total Annual Cost: \$ _____ -

The terms of this Service Level Authorization (SH-AD 575) will remain in effect until a subsequent SH-AD 575 is signed and received by LASD. Notwithstanding, annual rates shall be revised annually per Sections 8.2 and 11.3 of the MLESA.

LASD Approval By: _____ Report Prepared By: _____
 _____ UNIT COMMANDER NAME _____ SIGNATURE _____ DATE _____ SERGEANT _____ DATE _____

City Approval By: "I certify that I am authorized to make this commitment on behalf of the City."
 _____ CITY OFFICIAL NAME _____ SIGNATURE _____ DATE _____ SERGEANT _____ DATE _____



LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
CONTRACT CITY LAW ENFORCEMENT SERVICES
SERVICE LEVEL AUTHORIZATION (SH-AD 575)
DEPLOYMENT OF PERSONNEL

City: _____ Fiscal Year: 2024-2025 Effective Date: _____

SERVICE UNIT	TOTAL UNITS PURCHASED	GENERAL LAW			TRAFFIC LAW			MOTOR DEP	SAD	D.B.	TEAM LEADER	TOTAL UNITS ASSIGNED
		EM	AM	PM	EM	AM	PM					
DEPUTY SHERIFF												
Non-Relief	0.00											0.00
40-Hour Unit	0.00											0.00
56-Hour Unit	0.00											0.00
70-Hour Unit	0.00											0.00
Motor (Non-Relief)	0.00											0.00
DEPUTY BONUS												
Non-Relief	0.00											0.00
40-Hour Unit	0.00											0.00
56-Hour Unit	0.00											0.00
70-Hour Unit	0.00											0.00
GROWTH DEPUTY												
Deputy	0.00											0.00
SAD	0.00											0.00
Bonus I	0.00											0.00
Motor (Non-Relief)	0.00											0.00
GRANT DEPUTY												
Deputy	0.00											0.00
SAD	0.00											0.00
Bonus I	0.00											0.00
Motor (Non-Relief)	0.00											0.00

Routine City Helicopter Billing Agreement YES NO

License Detail - Business License & Renewal Applications YES NO

License Detail - Acts on Violations Observed within the City YES NO

S.T.A.R. Deputy Program YES NO

Other Supplemental Services YES NO

NOTE: License Detail is billed on an hourly basis and billed monthly as service is provided.

Sworn							
	Lieutenant	Sergeant	Bonus Deputy	Motor Deputy	Deputy	SAD	Total
Hours	0	0	0	0	0	0	0
Minutes	0	0	0	0	0	0	0
Personnel	0.000	0.000	0.000	0.000	0.000	0.000	0.000

Civilian				
	SSO	LET/CSA/CA/PCO	Clerical	Total
Hours	0	0	0	0
Minutes	0	0	0	0
Personnel	0.000	0.000	0.000	0.000

FOR CONTRACT LAW ENFORCEMENT BUREAU USE ONLY			
BILLING MEMO REQUIRED AND SUBMITTED:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
(PERSONNEL TRANSACTION REQUEST) "PTR" REQUIRED AND SUBMITTED:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
ORGANIZATIONAL CHART REQUIRED AND SUBMITTED:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
DUTY STATEMENT REQUIRED AND SUBMITTED:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
SMS DEPLOYMENT CONTRACT UPDATED:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
MINUTE PROGRAM IN RAPS UPDATED:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>

Initials

City Official: _____

Unit Commander: _____



LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
CONTRACT CITY LAW ENFORCEMENT SERVICES
SERVICE LEVEL AUTHORIZATION (SH-AD 575)
PUBLIC SAFETY EQUIPMENT

CITY: _____ FISCAL YEAR: 2024-2025

START-UP VEHICLE					
VEHICLE TYPE	YEAR	SERVICE CODE	#	RATE	TOTAL COST

EQUIPMENT					
MDC TYPE	YEAR	SERVICE CODE	#	RATE	TOTAL COST

ALPR WITH INSTALL	YEAR	SERVICE CODE	#	RATE	TOTAL COST

Total Public Safety Equipment Cost: \$ -

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Initials
 City Official: _____
 Unit Commander: _____

ATTACHMENT B

Forty (42) Contract Cities

Agoura Hills	Lancaster
Artesia	Lawndale
Avalon	Lomita
Bellflower	Lynwood
Bradbury	Malibu
Calabasas	Maywood
Carson	Norwalk
Cerritos	Palmdale
Commerce	Paramount
Compton	Pico Rivera
Cudahy	Rancho Palos Verdes
Diamond Bar	Rolling Hills
Duarte	Rolling Hills Estates
Hawaiian Gardens	Rosemead
Hidden Hills	San Dimas
Industry	Santa Clarita
La Cañada Flintridge	South El Monte
La Habra Heights	Temple City
La Mirada	Walnut
La Puente	West Hollywood
Lakewood	Westlake Village

**CONTRACT CITY LAW ENFORCEMENT SERVICES AND EQUIPMENT
MASTER RATE SHEET**

Liability Rate: 12.5%

DSSU Rates			
Rank	Relief Factor	Annual Rate	Service Code
Deputy Sheriff	Non-Relief	\$ 335,385	310
Deputy Sheriff	40-Hour Unit	\$ 368,924	306
Deputy Sheriff	56-Hour Unit	\$ 516,493	307
Deputy Sheriff	70-Hour Unit	\$ 645,616	308
Special Assignment Deputy	Non-Relief	\$ 335,385	278
Catalina Deputy	Non-Relief	\$ 334,861	324

DSSU Bonus I Rates			
Rank	Relief Factor	Annual Rate	Service Code
Deputy Sheriff, Bonus I	Non-Relief	\$ 361,026	305
Deputy Sheriff, Bonus I	40-Hour Unit	\$ 397,128	301
Deputy Sheriff, Bonus I	56-Hour Unit	\$ 555,980	302
Deputy Sheriff, Bonus I	70-Hour Unit	\$ 694,975	303

Growth/Grant Deputy Rates			
Rank	Relief Factor	Annual Rate	Service Code
Growth Deputy Generalist	Non-Relief	\$ 233,680	335
Growth Deputy Generalist	40-Hour Unit	\$ 272,471	573
Growth Deputy Generalist	56-Hour Unit	\$ 381,366	582
Growth Deputy Generalist	70-Hour Unit	\$ 476,707	583
Growth Special Assignment Deputy	Non-Relief	\$ 233,680	204
Growth Deputy Bonus I	Non-Relief	\$ 254,004	336
Growth Motor Deputy	Non-Relief	\$ 252,024	424
Grant Deputy Generalist	Non-Relief	\$ 233,680	386
Grant Special Assignment Deputy	Non-Relief	\$ 233,680	312
Grant Deputy Bonus I	Non-Relief	\$ 254,004	384
Grant Motor Deputy	Non-Relief	\$ 252,024	422

Supplemental Rates			
Rank	Relief Factor	Annual Rate	Service Code
Captain	Non-Relief	\$ 457,914	321
Lieutenant	Non-Relief	\$ 364,606	342
Sergeant, Patrol	Non-Relief	\$ 389,902	631
Sergeant, Supplemental	Non-Relief	\$ 307,637	353
Motor Sergeant	Non-Relief	\$ 324,341	348
Watch Deputy	Non-Relief	\$ 249,796	354
Motor Deputy	Non-Relief	\$ 335,385	305A
Community Services Assistant (w/ veh)	Non-Relief	\$ 84,226	325
Community Services Assistant (w/out veh)	Non-Relief	\$ 80,327	327
Crime Analyst	Non-Relief	\$ 166,637	329
Custody Assistant	Non-Relief	\$ 136,462	331
Forensic ID Specialist II	Non-Relief	\$ 206,497	356
Information Systems Analyst I	Non-Relief	\$ 181,206	332
Senior Information Systems Analyst	Non-Relief	\$ 237,072	334
Intermediate Clerk	Non-Relief	\$ 89,517	338
Law Enforcement Technician (w/out veh)	Non-Relief	\$ 122,440	339
Law Enforcement Technician (w/ veh)	Non-Relief	\$ 123,400	340
Operations Assistant I	Non-Relief	\$ 118,285	343
Operations Assistant II	Non-Relief	\$ 146,942	344
Operations Assistant III	Non-Relief	\$ 168,289	345
Secretary V	Non-Relief	\$ 128,003	346
Security Assistant	Non-Relief	\$ 67,750	362
Security Officer	Non-Relief	\$ 105,091	347
Station Clerk II	Non-Relief	\$ 111,495	351
Supervising Station Clerk	Non-Relief	\$ 134,799	352
Skynight Observer	Non-Relief	\$ 361,026	349

**CONTRACT CITY LAW ENFORCEMENT SERVICES AND EQUIPMENT
MASTER RATE SHEET**

Vehicle & Equipment Rates			
Start-Up Vehicle	Year	Annual Rate	Service Code
B/W Patrol - Ford Explorer PIU Hybrid AWD	2024-2025	TBD	378
B/W Tahoe 2WD	2024-2025	TBD	399
B/W Motorcycle	2024-2025	TBD	381
Solid Patrol Vehicle with Cage (SAO Sergeant/Detectives)	2024-2025	TBD	118A
Solid Patrol Vehicle without Cage (SAO Sergeant/Detectives)	2024-2025	TBD	118B
Ford Escape SUV Hybrid (White Fleet - CSA, SSO, LET)	2024-2025	TBD	203
Ford Explorer PIU Hybrid (Street Package - Executive)	2024-2025	TBD	201
Ford F-150 Police Responder BW	2024-2025	TBD	205
K-9 Vehicle (B/W Tahoe 2WD)	2024-2025	TBD	593

Equipment	Year	Annual Rate	Service Code
MDC New Purchase, Data & Maintenance - CFZ-40	Year 1	\$ 9,839	198
MDC New Purchase, Data & Maintenance - GETAC V110	Year 1	\$ 8,805	164
MDC Data & Maintenance Only	Year 2+	\$ 1,780	595
ALPR New Install 1st Year (5yr Program)	Year 1	\$ 5,000	680
ALPR System 2nd Year	Year 2	\$ 5,000	680A
ALPR System 3rd Year	Year 3	\$ 5,000	680B
ALPR System 4th Year	Year 4	\$ 5,000	680C
ALPR System 5th Year	Year 5	\$ 5,000	680D

Annual revised rates shall be readjusted annually per Sections 8.2 and 11.3 of the MLESA.

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PUBLIC SAFETY EQUIPMENT USE REQUIREMENTS

1.0 TRANSFER OF PUBLIC SAFETY EQUIPMENT

1.1 The County, through the Sheriff's Department, hereby transfers the public safety equipment set forth on Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement ("Equipment") for the exclusive use of the City during the term of the Agreement.

2.0 USE OF EQUIPMENT

2.1 The City may use the Equipment for any lawful purpose, including use in connection with public safety activities in all areas under the City's jurisdiction.

2.2 The City shall not use or operate the Equipment in violation of any federal, state, or local law, rule, regulation, or ordinance.

2.3 The Equipment shall not be used or operated as follows:

2.3.1 In a manner subjecting the Equipment to depreciation above the normal depreciation associated with public safety use; and/or

2.3.2 For an illegal purpose or by a person under the influence of alcohol or narcotics.

3.0 SAFEKEEPING AND MAINTENANCE

3.1 The City shall exercise due care for the safekeeping of the Equipment during the term of the Agreement.

3.2 The City shall ensure that the Equipment is kept in good working order and condition, shall ensure that the Equipment is scheduled and available to County for the performance of its regularly scheduled maintenance by the County, and shall comply in every respect with any manufacturer's/owner's manual that comes with the Equipment.

3.3 The County shall perform all maintenance and repairs required for the proper operation of the Equipment. Except as otherwise set forth herein, such maintenance and repairs are provided in exchange for the City's payment of the annual billing rates set forth on Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of the Agreement. The City has the right to inspect said Equipment prior to acceptance of the Equipment following maintenance and repairs by the County.

3.4 Maintenance and repairs provided by the County under the Agreement may be

performed by the County, its third party vendors, and/or the manufacturer of the Equipment.

- 3.5 The County shall assume responsibility for ensuring that the Equipment has been inspected or otherwise tested in accordance with the laws of the State of California and the United States prior to use by the City.
- 3.6 The City shall inspect the Equipment upon initial delivery and return from County following maintenance and repair, and, by acceptance thereof, finds the Equipment in good working order and condition.
- 3.7 The Equipment shall be maintained and repaired solely by the County. The City and any of its third party vendors are prohibited from performing any maintenance and repairs on the Equipment.
- 3.8 All regularly scheduled maintenance shall be performed by the County, and the City shall timely present the Equipment to the County for the performance of regularly scheduled maintenance at the direction of, and in accordance with the policies and procedures of, the Sheriff's Department's Communications and Fleet Management Bureau. The Sheriff's Department shall make every effort to perform any maintenance in a timely manner.
- 3.9 Any Equipment requiring maintenance and repair by the County for any extended length of time, as determined by the Sheriff's Department's Communications and Fleet Management Bureau, will make best efforts to provide a temporary replacement piece of Equipment if such extended time exceeds or is projected to exceed sixty (60) calendar days. All terms and conditions set forth herein shall apply to the City's use of any temporary replacement Equipment provided by the County. The County shall not be responsible for any damages or liability resulting from the City's loss of use of the Equipment during the performance of maintenance and repair services by the County.

4.0 INSPECTION BY COUNTY

- 4.1 The County shall have the right to inspect the Equipment, immediately upon request by the County, at any time during the term of the Agreement. The City shall provide the County with such operating, and other information, or copies of any such records maintained by the City with respect to the Equipment, as the County or any government agency may require from time to time.

5.0 TITLES

- 5.1 The County shall retain ownership of the Equipment used by the City during the term of the Agreement. Legal title to the Equipment is, and shall, at all times, remain in the name of the County. The Equipment shall not be transferred or delivered by the City to any persons other than the County without the County's prior written consent.

6.0 INDEMNIFICATION

- 6.1 The City agrees to indemnify, defend, and hold harmless the County from any and all liability, losses, or damages the County may suffer and from any claims, demands, costs, or judgments against the County arising out of City's use or operation of the Equipment. This indemnification does not extend to (1) any liability resulting from inherent defects or malfunctions in such Equipment related to manufacturer's acts or omissions, or (2) negligent or wrongful maintenance or repair of the Equipment provided by the County.

7. RISK OF LOSS

- 7.1 The City shall assume all risk of loss to the Equipment from the time it is delivered by the County to the City, and inspected and accepted by the City, until (1) the Equipment is returned to the County upon expiration or termination of the Agreement, or (2) the County regains temporary possession of the Equipment for purposes of providing maintenance and repair.
- 7.2 Upon inspection/acceptance of the Equipment, the City shall be responsible for any and all damage to the Equipment, except those damages resulting from (1) inherent defects or malfunctions in such Equipment related to manufacturer's acts or omissions, or (2) the negligent or wrongful maintenance or repair of the Equipment provided by the County.
- 7.3 In the event of damage to the Equipment or the Equipment is in need of repair, the City shall notify the County to that effect and follow such instructions that the County may provide with respect to repair or disposal of the Equipment. If the Equipment is lost, stolen, destroyed, or declared to be a total constructive loss (subject to the County's agreement as to such condition), the City shall properly notify the County thereof and hold any Equipment for disposal by the County. With respect to any loss, theft, or destruction of the Equipment, the County and the City shall negotiate the value for comparable equipment in a condition similar to the lost, stolen, or destroyed Equipment immediately prior to any such loss. The City shall reimburse the County for the value of the lost, stolen, or destroyed Equipment.

8.0 BILLING RATES

- 8.1 As further discussed in Section 8.0, Billing Rates, of the Agreement, the City shall pay the County for the use of the Equipment provided under the Agreement at the annual billing rates set forth on Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of the Agreement, as established by the County Auditor-Controller.

**LETTER OF UNDERSTANDING
BETWEEN
COUNTY OF LOS ANGELES
AND CONTRACT CITIES ASSOCIATION
REGARDING CONTRACT CITIES LIABILITY TRUST FUND**

The Los Angeles County Sheriff's Department (LASD) provides law enforcement services to 42 cities in Los Angeles County (Contract Cities) through the Municipal Law Enforcement Services Agreement (MLESA). The MLESA is negotiated every five years, and we are pleased to have reached agreement with the Contract Cities on a five-year MLESA renewal, effective July 1, 2024. We value our mutual goal and partnership to keep our communities safe.

During the negotiation of the renewed MLESA, both Contract Cities and the County of Los Angeles (County) agreed that continued discussions around the MLESA's indemnification provisions are warranted. The increasing value of legal settlements and jury verdicts, escalating insurance costs, and other factors have raised concerns about the potential for exposure to liability at severe or unanticipated levels.

This Letter of Understanding (LOU) sets forth the framework within which the County and Contract Cities intend to continue discussions around the MLESA's indemnification provisions. It is not intended, nor shall it be construed, to impose any monetary or legal duty upon either party.

I. PURPOSE

The purpose of this LOU is to memorialize the County's and Contract Cities' mutual intent to continue to discuss potential changes to the indemnification provisions contained in Section 5.0 (Indemnification) of the MLESA, and to discuss funding models and practices with respect to liability costs.

In the renewed MLESA, the parties agreed to maintain the indemnification language from the prior MLESA for a period of nine (9) months, with an automatic extension for an additional six (6) months, to allow these continued discussions to take place. Neither the County nor Contract Cities are committing to any particular resolution or agreement resulting from these discussions, and this LOU is not enforceable against either the County or Contract Cities.

II. TOPICS FOR DISCUSSIONS

The County and Contract Cities intend to discuss the specific topic areas identified below. These topic areas are described generally so as not to be unduly prescriptive or limiting. However, the County and Contract Cities do not intend by this LOU to discuss topic areas outside the reasonable scope of the Assumption of Liability Agreement, Indemnity Agreement, Special Indemnity Agreement, and those items listed below, and agree that limiting discussion to these topic areas will ensure that discussions proceed in a focused, orderly, and timely manner.

1. Acts or omissions by LASD employees that will not be considered "Contract City business" for the purposes of determining whether the LTF shall pay for resulting litigation costs and liability.
2. Loss control measures to reduce liabilities paid for by the LTF.
3. A formal process to resolve disputes between the County and Contract Cities over responsibility for certain costs of litigation or liability.
4. Responsibility for the costs to defend LASD employees and punitive damages awards under certain circumstances, including but not limited to, when employees are engaged in conduct outside the course and scope of their employment, illegal or sexual activity or with willful disregard for the safety of others.
5. Participation by Contract Cities in the selection of attorneys for Priority 1 & 2 cases, as well as discussions of which firms should be on the panel.
6. Defining what constitutes timely notice by the County to Contract Cities' claims and the ramification of a failure to do so.
7. Litigation cost reduction measures.
8. Addressing the solvency of the LTF.
9. Discuss other fee-for-service models that reflect the County's desire to fully recover its cost of providing MLESA services in Contract Cities, including any liability costs, and the Contract Cities' desire to reduce liability costs associated with the existing MLESA structure.

III. MEETING SCHEDULE AND FORMAT

Within 15 days of the execution of this LOU by all parties, the parties will mutually agree on a meeting schedule. Meetings will take place no less than monthly, either in person or virtually. To foster meaningful and productive discussions, the County and Contract Cities intend to limit their respective number of participants at each meeting to no more than six (6) representatives each. County representatives will include, at a minimum, the Chief Executive Office, LASD, and County Counsel. Contract Cities' representatives will include, at a minimum, Contract Cities Executive Director, the California Joint Powers Insurance Authority, and a representative from the City Managers workgroup. This does not restrict the use of external professionals to assist in any technical analysis beneficial to the discussions.

IV.

COUNTY OF LOS ANGELES

By: _____
Signature

Date: _____

Name: _____

Title: _____

LOS ANGELES SHERIFF'S DEPARTMENT

By: _____
Signature

Date: _____

Name: _____

Title: _____

CONTRACT CITIES ASSOCIATION

By: _____
Signature

Date: _____

Name: _____

Title: _____

JUSTICE DEPUTIES BRIEFING
COMMUNITY CARE & JUSTICE CLUSTER
2024-25 FINAL CHANGES BUDGET

ALTERNATE PUBLIC DEFENDER

	FY 2024-25 RECOMMENDED	FY 2024-25 FINAL CHANGES	VARIANCE
Appropriation	108,782,000	108,782,000	0
Intrafund Transfer	1,670,000	1,670,000	0
Revenue	8,898,000	8,898,000	0
Net County Cost	98,214,000	98,214,000	0
Budgeted Positions	377.0	377.0	0.0

Changes from the 2024-25 Recommended Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
ALTERNATE PUBLIC DEFENDER					
2024-25 Recommended Budget	108,782,000	1,670,000	8,898,000	98,214,000	377.0
<i>NO CHANGES</i>	--	--	--	--	--
Total Changes	0	0	0	0	0.0
2024-25 Final Changes	108,782,000	1,670,000	8,898,000	98,214,000	377.0

GRAND JURY

	FY 2024-25 RECOMMENDED	FY 2024-25 FINAL CHANGES	VARIANCE
Appropriation	2,134,000	2,323,000	189,000
Intrafund Transfer	0	0	0
Revenue	4,000	4,000	0
Net County Cost	2,130,000	2,319,000	189,000
Budgeted Positions	5.0	5.0	0.0

Changes from the 2024-25 Recommended Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
GRAND JURY					
2024-25 Recommended Budget	2,134,000	0	4,000	2,130,000	5.0
1. Increase Civil & Criminal Grand Juror Daily	189,000	--	--	189,000	0.0
Stipend: Reflects an increase in Juror Stipend from \$60 per day (established in 2007) to \$80 per day.					
Total Changes	189,000	0	0	189,000	0.0
2024-25 Final Changes	2,323,000	0	4,000	2,319,000	5.0

INDEPENDENT DEFENSE COUNSEL OFFICE

	FY 2024-25 RECOMMENDED	FY 2024-25 FINAL CHANGES	VARIANCE
Appropriation	4,550,000	4,550,000	0
Intrafund Transfer	0	0	0
Revenue	24,000	24,000	0
Net County Cost	4,526,000	4,526,000	0
Budgeted Positions	18.0	18.0	0.0

Changes from the 2024-25 Recommended Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
INDEPENDENT DEFENSE COUNSEL OFFICE					
2024-25 Recommended Budget	4,550,000	0	24,000	4,526,000	18.0
<i>NO CHANGES</i>	--	--	--	--	--
Total Changes	0	0	0	0	0.0
2024-25 Final Changes	4,550,000	0	24,000	4,526,000	18.0

PUBLIC DEFENDER

	FY 2024-25 RECOMMENDED	FY 2024-25 FINAL CHANGES	VARIANCE
Appropriation	327,913,000	329,487,000	1,574,000
Intrafund Transfer	2,412,000	2,412,000	0
Revenue	40,334,000	41,908,000	1,574,000
Net County Cost	285,167,000	285,167,000	0
Budgeted Positions	1,230.0	1,230.0	0.0

Changes from the 2024-25 Recommended Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
PUBLIC DEFENDER					
2024-25 Recommended Budget	327,913,000	2,412,000	40,334,000	285,167,000	1,230.0
1. MacArthur Capstone Grant: Reflects grant funding awarded by the John D. and Catherine T. MacArthur Foundation for the Alternative Diversion Pathway program to provide clients with in-court mental health evaluations and linkages, to enable programming related to mental health diversion and if needed, release from custody.	925,000	--	925,000	--	0.0
2. Funding Realignment - Homeless Record Clearing Project (Measure H): Reflects a net zero change in positions by deleting 2.0 vacant budgeted positions and adding 2.0 new positions to better support Measure H programming. Also includes the realignment of \$0.2 million in appropriation to fully fund the change with a net zero increase in cost.	--	--	--	--	0.0
3. US Department of Justice Office of Juvenile Justice and Delinquency Prevention (OJJDP) Grant: Reflects grant funding awarded by the OJJDP for the Enhancing Youth Defender Services Project which supports professional development and specialized holistic youth legal defense training for attorneys at the Public Defender and Alternate Public Defender and related community outreach.	649,000	--	649,000	--	0.0
4. Client Case Management System: Reflects the realignment of \$2.7 million from services and supplies to other charges to comply with Governmental Accounting Standards Board (GASB) 96, Subscription Based Information Technology Arrangements.	--	--	--	--	0.0

PUBLIC DEFENDER

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
5. Communications Manager Position Correction:	--	--	--	--	0.0
Reflects the correction of an error inadvertently included in the 2024-25 Recommended Budget.					
Includes the deletion of 1.0 Communications Manager Unclassified item and the addition of 1.0 Communications Manager item.					
Total Changes	1,574,000	0	1,574,000	0	0.0
2024-25 Final Changes	329,487,000	2,412,000	41,908,000	285,167,000	1,230.0

TRIAL COURT OPERATIONS

	FY 2024-25 RECOMMENDED	FY 2024-25 FINAL CHANGES	VARIANCE
Appropriation	422,048,000	422,327,000	279,000
Intrafund Transfer	0	0	0
Revenue	75,260,000	75,539,000	279,000
Net County Cost	346,788,000	346,788,000	0
Budgeted Positions	50.0	50.0	0.0

Changes from the 2024-25 Recommended Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
TRIAL COURT OPERATIONS					
2024-25 Recommended Budget	422,048,000	0	75,260,000	346,788,000	50.0
1. Salary and Employee Benefits Increase (Revenue Offset): Reflects an increase in salary and employee benefits due to Court-approved negotiated salary increases for Collection Enhancement staff, offset by revenue in accordance with Penal Code 1463.007.	279,000	--	279,000	--	--
Total Changes	279,000	0	279,000	0	0.0
2024-25 Final Changes	422,327,000	0	75,539,000	346,788,000	50.0

CARE FIRST AND COMMUNITY INVESTMENT

	FY 2024-25 RECOMMENDED	FY 2024-25 FINAL CHANGES	VARIANCE
Appropriation	524,053,000	524,053,000	0
Intrafund Transfer	0	0	0
Revenue	0	0	0
Net County Cost	524,053,000	524,053,000	0
Budgeted Positions	0.0	0.0	0.0

Changes from the 2024-25 Recommended Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
CARE FIRST AND COMMUNITY INVESTMENT					
2024-25 Recommended Budget	524,053,000	0	0	524,053,000	0.0
<i>NO CHANGES</i>	--	--	--	--	--
Total Changes	0	0	0	0	0.0
2024-25 Final Changes	524,053,000	0	0	524,053,000	0.0

JUSTICE, CARE AND OPPORTUNITIES

	FY 2024-25 RECOMMENDED	FY 2024-25 FINAL CHANGES	VARIANCE
Appropriation	89,032,000	88,947,000	(85,000)
Intrafund Transfer	11,154,000	11,069,000	(85,000)
Revenue	41,915,000	41,915,000	0
Net County Cost	35,963,000	35,963,000	0
Budgeted Positions	124.0	125.0	1.0

Changes from the 2024-25 Recommended Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
JUSTICE, CARE AND OPPORTUNITIES					
2024-25 Recommended Budget	89,032,000	11,154,000	41,915,000	35,963,000	124.0
1. Programmatic Support Positions: Reflects 2.0 positions to oversee pretrial services and site-based programs, such as Warm Landings and Community Reentry Centers, and 2.0 positions to support program data and evaluation, fully offset by Care First Community Investment (CFCI) Indirect Revenue via intrafund transfer.	1,024,000	1,024,000	--	--	4.0
2. Administrative Support Positions: Reflects 6.0 positions to provide critical administrative support in IT, finance, and human resources, fully offset by \$0.7 million in CFCI Indirect Revenue via intrafund transfer and a realignment of \$0.4 million in services and supplies appropriation.	731,000	731,000	--	--	6.0
3. Department of Youth Development (DYD) Administration Transfer: Reflects the transfer of 9.0 administrative positions, and \$2.3 million in corresponding funding, to DYD, that currently provide dedicated DYD support, to establish a standalone administrative framework for DYD, partially offset by \$0.5 million in CFCI Indirect Revenue.	(1,840,000)	(1,840,000)	--	--	(9.0)
4. Jail Closure Implementation Team (JCIT) Transfer: Reflects the transfer of \$2.6 million in ongoing NCC to the Chief Executive Office to support JCIT operations, as directed by the Empowering the Jail Closure Implementation Team Board motion adopted on April 9, 2024.	(2,635,000)	--	--	(2,635,000)	--
5. JCIT Transfer Backfill: Reflects a transfer of \$2.6 million in ongoing NCC from the obligated fund balance committed for Alternatives to Incarceration to backfill the transfer of JCIT funding, which supports critical administrative and programmatic operations at JCOD.	2,635,000	--	--	2,635,000	--
Total Changes	(85,000)	(85,000)	0	0	1.0
2024-25 Final Changes	88,947,000	11,069,000	41,915,000	35,963,000	125.0

YOUTH DEVELOPMENT

	FY 2024-25 RECOMMENDED	FY 2024-25 FINAL CHANGES	VARIANCE
Appropriation	74,573,000	76,051,000	1,478,000
Intrafund Transfer	10,000,000	10,423,000	423,000
Revenue	59,628,000	59,628,000	0
Net County Cost	4,945,000	6,000,000	1,055,000
Budgeted Positions	54.0	82.0	28.0

Changes from the 2024-25 Recommended Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
YOUTH DEVELOPMENT					
2024-25 Recommended Budget	74,573,000	10,000,000	59,628,000	4,945,000	54.0
1. Administration Transfer: Reflects the transfer of 9.0 positions from the Justice, Care and Opportunities Department (JCOD) to establish a standalone administrative framework for DYD, fully offset by a realignment of \$1.8 million in services and supplies, which supported the cost of the positions at JCOD.	--	--	--	--	9.0
2. Additional Administrative Support: Reflects 11.0 positions in budget, fiscal, contracts, IT and HR, fully offset by \$0.8 million in obligated fund balance (OFB) committed for Youth Justice Reimagined (YJR) and \$1.2 million in various indirect revenues through the realignment of existing services and supplies (S&S) appropriation.	835,000	--	--	835,000	11.0
3. Decarceration of Girls and Gender Expansive Youth: Reflects 1.0 Youth Development Specialist to lead decarceration efforts for girls and gender expansive youth, fully offset by an increase in Care First Community Investment (CFCI) Indirect Revenue via intrafund transfer.	220,000	220,000	--	--	1.0
4. Youth Development Networks: Reflects 1.0 Youth Development Specialist and 2.0 Youth Development Ambassadors to support existing (South LA, Antelope Valley, East LA) and new (Long Beach, San Fernando Valley) youth development regions, fully offset by a realignment of \$0.6 million in S&S appropriation.	--	--	--	--	3.0
5. Secure Youth Treatment Facility (SYTF) Support: Reflects 1.0 Youth Development Ambassador to expand SYTF programming and services at the Probation camps and halls, fully offset by a realignment of \$0.2 million in S&S appropriation.	--	--	--	--	1.0

YOUTH DEVELOPMENT

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
6. Research, Data, Policy and Training: Reflects 2.0 Youth Development Specialists and 1.0 Youth Development Ambassador to support the department's research, data, policy, youth training, and shared learning needs, fully offset by \$0.2 million in OFB committed for YJR, a realignment of \$0.2 million in S&S appropriation and an increase of \$0.2 million in CFCI Indirect Revenue via intrafund transfer.	423,000	203,000	--	220,000	3.0
Total Changes	1,478,000	423,000	0	1,055,000	28.0
2024-25 Final Changes	76,051,000	10,423,000	59,628,000	6,000,000	82.0

DISTRICT ATTORNEY

	FY 2024-25 Recommended	FY 2024-25 Final Changes	Variance
Appropriation	528,680,000	531,139,000	2,459,000
Intrafund Transfer	5,104,000	5,104,000	0
Revenue	230,559,000	230,559,000	0
Net County Cost	293,017,000	295,476,000	2,459,000
Budgeted Positions	2,164.0	2,172.0	8.0

Changes from the 2024-25 Recommended Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
DISTRICT ATTORNEY					
2024-25 Recommended Budget	528,680,000	5,104,000	230,559,000	293,017,000	2,164.0
1. Cyber Crime E-Discovery: Reflects one-time carryover funding for Cyber Crime E-Discovery hardware.	70,000	--	--	70,000	0.0
2. Murder Resentencing Unit: Reflects carryover funding for the Murder Resentencing Unit.	2,389,000	--	--	2,389,000	8.0
Total Changes	2,459,000	--	--	2,459,000	8.0
2024-25 Final Changes	531,139,000	5,104,000	230,559,000	295,476,000	2,172.0

FIRE DEPARTMENT

	FY 2024-25 Recommended Budget	FY 2024-25 Final Changes	Variance
Financing Sources	1,621,195,000	1,656,058,000	34,863,000
Financing Uses	1,621,195,000	1,656,058,000	34,863,000
Budgeted Positions	4,826.0	4,826.0	0.0

Changes from the 2024-25 Recommended Budget

	Financing Uses (\$)	Financing Sources (\$)	Budg Pos
FIRE DEPARTMENT			
2024-25 Recommended Budget	1,621,195,000	1,621,195,000	4,826.0
Other Changes			
1. Grants: Reflects the addition and/or carryover of Board-approved grant funding.	32,327,000	32,327,000	--
<i>Executive</i>	1,540,000	1,540,000	--
<i>Operations</i>	30,787,000	30,787,000	--
2. Advanced Provider Response Unit: Reflects funding to continue the Advanced Provider Response Unit, offset by American Rescue Plan Act funding.	1,308,000	1,308,000	--
<i>Emergency Medical Services</i>	1,308,000	1,308,000	--
3. Department Operations: Reflects funding primarily to address judgments and damages, architect design services, and dispatch console maintenance.	4,444,000	31,000	--
<i>Administrative</i>	3,163,000	--	--
<i>Executive</i>	10,000	10,000	--
<i>Operations</i>	21,000	21,000	--
<i>Special Services</i>	1,250,000	--	--
4. Junior Lifeguard Scholarships: Reflects funding to provide needs-based scholarships to Junior Lifeguard Program participants.	180,000	180,000	--
<i>Lifeguard</i>	180,000	180,000	--
5. Opioid Settlement: Reflects Year 2 of 3 of the Board-approved Johnson & Johnson opioid settlement.	1,000,000	1,000,000	--
<i>Operations</i>	1,000,000	1,000,000	--
6. Lifeguard Operations: Reflects funding from the General Fund to meet the requirements of the Beach and Ocean Rescue Services agreement.	104,000	104,000	--
<i>Lifeguard</i>	104,000	104,000	--
7. Tax Revenue: Reflects increases in revenue from property taxes and special taxes based on current projections.	--	15,189,000	--
<i>Financing Elements</i>	--	15,189,000	--
8. Other Revenue: Reflects a net decrease on the latest projections for fee-for-service revenue, Assistance by Hire, and other revenue sources.	--	(15,276,000)	--
<i>Financing Elements</i>	--	1,064,000	--

FIRE DEPARTMENT

	Financing Uses (\$)	Financing Sources (\$)	Budg Pos
<i>Health – Hazardous Materials</i>	--	18,000	--
<i>Lifeguard</i>	--	(89,000)	--
<i>Operations</i>	--	(16,304,000)	--
<i>Prevention</i>	--	(414,000)	--
<i>Special Services</i>	--	449,000	--
9. Miscellaneous Earnings: Reflects a transfer of funding set-aside to offset current year expenditures.	(4,562,000)	--	--
<i>Leadership & Professional Standards</i>	(11,000)	--	--
<i>Operations</i>	(4,500,000)	--	--
<i>Special Services</i>	(51,000)	--	--
10. Reclassifications: Reflects funding for Board-approved reclassifications.	62,000	--	--
<i>Leadership & Professional Standards</i>	11,000	--	--
<i>Special Services</i>	51,000	--	--
11. Ministerial Changes: Reflects routine ministerial changes between budget units in support of department operations.	--	--	--
<i>Administrative</i>	779,000	--	--
<i>Executive</i>	464,000	--	--
<i>Emergency Medical Services</i>	43,000	--	--
<i>Leadership & Professional Standards</i>	33,000	--	--
<i>Lifeguard</i>	(120,000)	--	--
<i>Operations</i>	193,000	--	--
<i>Prevention</i>	(65,000)	--	--
<i>Special Services</i>	(1,327,000)	--	--
Total Changes	34,863,000	34,863,000	0
2024-25 Final Changes	1,656,058,000	1,656,058,000	4,826.0

FIRE DEPARTMENT - LIFEGUARD

	FY 2024-25 Recommended Budget	FY 2024-25 Final Changes	Variance
Appropriation	44,949,000	45,233,000	284,000
Intrafund Transfer	0	0	0
Revenue	0	0	0
Net County Cost	44,949,000	45,233,000	284,000
Budgeted Positions	0.0	0.0	0.0

Changes from the 2024-25 Recommended Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
FIRE - LIFEGUARD					
2024-25 Recommended Budget	44,949,000	0	0	44,949,000	0.0
Other Changes					
1. Junior Lifeguard Scholarships: Reflects funding to provide needs-based scholarships to Junior Lifeguard Program participants.	180,000	--	--	180,000	--
2. General Operations: Reflects funding pursuant to the Board-approved operating agreement.	104,000	--	--	104,000	--
Total Changes	284,000	0	0	284,000	0.0
2024-25 Final Changes	45,233,000	0	0	45,233,000	0.0

MEDICAL EXAMINER

	FY 2024-25 Recommended Budget	FY 2024-25 Final Changes	Variance
Appropriation	59,310,000	60,310,000	1,000,000
Intrafund Transfer	163,000	1,163,000	1,000,000
Revenue	2,336,000	2,336,000	0
Net County Cost	56,811,000	56,811,000	0
Budgeted Positions	286.0	286.0	0.0

Changes from the 2024-25 Recommended Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
MEDICAL EXAMINER					
2024-25 Recommended Budget	59,310,000	163,000	2,336,000	56,811,000	286.0
1. Opioid Settlement: Reflects Year 2 of 3 of the Board-approved Johnson & Johnson opioid settlement.	1,000,000	1,000,000	--	--	--
2. Reclassification: Reflects funding for Board-approved reclassifications.	--	--	--	--	--
3. Ministerial Adjustments: Reflects miscellaneous adjustments to align the Department's appropriation based on operational needs.	--	--	--	--	--
Total Changes	1,000,000	1,000,000	0	0	0.0
2024-25 Final Changes	60,310,000	1,163,000	2,336,000	56,811,000	286.0

PROBATION DEPARTMENT

	FY 2024-25 Recommended	FY 2024-25 Final Changes	Variance
Appropriation	1,123,237,000	1,132,042,000	8,805,000
Intrafund Transfer	5,845,000	5,845,000	0
Revenue	400,472,000	409,277,000	8,805,000
Net County Cost	716,920,000	716,920,000	0
Budgeted Positions	5,518.0	5,509.0	(9.0)

Changes from the 2023-24 Final Adopted

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
PROBATION DEPARTMENT					
2024-25 Recommended Budget	1,123,237,000	5,845,000	400,472,000	716,920,000	5,518.0
Other Changes					
1. Position Adjustments: Reflects position adjustments for the reclass action adopted by the Board on February 27, 2024 and departmental staffing needs in administration and operations; fully offset by the deletion of vacant positions.	--	--	--	--	(9.0)
Support Services	1,211,000)	--	--	1,211,000	7.0
Juvenile Institutions Services	(1,211,000)	--	--	(1,211,000)	(16.0)
Field Services	--	--	--	--	--
Special Services	--	--	--	--	--
2. Governmental Accounting Standards Board (GASB) 96 – Subscription Based Information Technology Arrangements (SBITA): Reflects a realignment of \$3.825 million in services and supplies to other charges to adhere to GASB 96 -SBITA guidelines.	--	--	--	--	--
Support Services	--	--	--	--	--
Field Services	--	--	--	--	--
Special Services	--	--	--	--	--
3. Funding Certainty Grant: Reflects the FCG funds authorized by the Family First Transition Act (FFTA) to support and mitigate the financial shortfalls due to State's transition from participation in the Title IV-E waiver Project to implementation of the Family First Prevention Services Act (FFPSA). These funds will allow the Department to continue the Educational Specialists and tutoring contracts and funding for Public Health nurses.	3,500,000	--	3,500,000	--	--
Special Services	3,500,000	--	3,500,000	--	--

PROBATION DEPARTMENT

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
4. Uniform Refresh: Reflects an increase of \$1.8M in services and supplies (S&S) appropriation to fund uniform refresh for the sworn personnel; fully offset by one-time Juvenile Probation Funds (JPF) growth revenue.	1,800,000	--	1,800,000	--	--
<i>Juvenile Institutions Services</i>	1,800,000	--	1,800,000	--	--
5. Citiguard Security Services Contract: Reflects \$3.505M in S&S appropriation to fund the new security services contract with Citiguard at Los Padrinos Juvenile Hall and at the Secured Youth Treatment Facility at Barry J. Nidorf Juvenile Hall; fully offset by one-time JPF growth revenue.	3,505,000	--	3,505,000	--	--
Total Changes	8,805,000	0	8,805,000	0	(9.0)
2024-25 FINAL CHANGES	1,132,042,000	5,845,000	409,277,000	716,920,000	5,509.0

SHERIFF

	FY 2024-25 Recommended	FY 2024-25 Final Changes	Variance
Appropriation	4,012,111,000	4,038,189,000	26,078,000
Intrafund Transfer	119,510,000	119,475,000	(35,000)
Revenue	1,978,395,000	1,978,720,000	325,000
Net County Cost	1,914,206,000	1,939,994,000	25,788,000
Budgeted Positions	17,544.0	17,544.0	0

Changes from the 2024-25 Recommended Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
SHERIFF					
2024-25 Recommended Budget	4,012,111,000	119,510,000	1,978,395,000	1,914,206,000	17,544.0
1. Los Angeles Regional Interoperable Communications Systems (LA-RICS): Reflects one-time funding in the General Support budget for costs associated with the mobile radio replacement project.	8,300,000	--	--	8,300,000	--
General Support	8,300,000	--	--	8,300,000	--
2. IT Security Infrastructure: Reflects one-time funding in the General Support budget for enterprise software and hardware security services.	913,000	--	--	913,000	--
General Support	913,000	--	--	913,000	--
3. Miscellaneous Adjustments: Reflects the transfer of 1.0 Operations Assistant III position from the Patrol budget, and 1.0 Deputy Sheriff position from the Administration budget, to the Detective budget to more accurately reflect operational needs.	--	--	--	--	--
Patrol Clearing	(179,000)	--	--	(179,000)	(1.0)
Administration	(253,000)	--	--	(253,000)	(1.0)
Detective	432,000	--	--	432,000	2.0
4. Contract Changes: Reflects net changes in positions, salaries and employee benefits, services and supplies, intrafund transfers, and revenue in various budget units primarily due to requests by contract agencies.	290,000	(35,000)	325,000	--	--
Patrol Clearing	--	--	--	--	--
Patrol – Specialized & Unallocated	112,000	--	112,000	--	--
Detective	(35,000)	(35,000)	--	--	--
Custody	213,000	--	213,000	--	--
5. Helicopter Replacement: Reflects the carryover of insurance proceeds to replace a search and rescue helicopter.	16,575,000	--	--	16,575,000	--
Patrol – Specialized & Unallocated	16,575,000	--	--	16,575,000	--

SHERIFF

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
6. Position Adjustments: Reflects the addition of 1.0 Accounting Technician II position offset by the deletion of 1.0 Procurement Assistant I position in the Administration budget, and the addition of 1.0 Supervising Sheriff Station Clerk position offset by the deletion of 1.0 Law Enforcement Technician position in the County Services budget, to better reflect operational needs.	--	--	--	--	--
<i>County Services</i>	--	--	--	--	--
<i>Administration</i>	--	--	--	--	--
Total Changes	26,078,000	(35,000)	325,000	25,788,000	--
2024-25 Final Changes	4,038,189,000	119,475,000	1,978,720,000	1,939,994,000	17,544.0