



Board of Supervisors Public Safety Cluster Agenda Review Meeting

DATE: October 23, 2024

TIME: 9:30 a.m. – 11:00 a.m.

MEETING CHAIR: Steven Edwards, 3rd Supervisorial District

CEO MEETING FACILITATOR: Dardy Chen

THIS MEETING IS HELD UNDER THE GUIDELINES OF BOARD POLICY 3.055.

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 to Execute an Agreement with Crown Jewel of Pacifica, LLC DBA Sheraton Cerritos Hotel to Host the 37th Annual Contract City Manager’s Conference
Speaker(s): Julie Lowe (SHERIFF’S)

B. BOARD LETTER:

Approve an Annual Equitable Sharing Agreement and Certification for Federally Forfeited Property
Speaker(s): David Culver (SHERIFF’S)

C. BOARD LETTER:

Request to Authorize the Acquisition of One Quadrupole Time-of-Flight (QTOF) Instrument
Speaker(s): Dr. Nichelle Shaw and Diane Park (MEDICAL EXAMINER)

3. PRESENTATION/DISCUSSION ITEM(S):

A. BOARD LETTER:

Approval of Sole Source Acquisition of a Bell 412 EPX Helicopter from Bell Textron Inc. and Approval of an Appropriation Adjustment for FY 2024-25
Speaker(s): Dennis Breshears, Robert Gaylor and Dennis Blumenthal (FIRE)

B. BOARD BRIEFING:

Civilian Oversight Commission (COC) Monthly Briefing
Speaker(s): Sharmaine Moseley (COC)

C. BOARD BRIEFING:

Office of Inspector General (OIG) Monthly Status and Custody Briefing
Speaker(s): Max Huntsman (OIG)

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)

Tiffany Hayes, et al. v. County of Los Angeles, et al.

United States District Court Case No. 2:22-CV-03671

Department: Sheriff's

CS-2 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

(Subdivision (a) of Government Code Section 54956.9)

Virginia O. Diaz, et al. v. County of Los Angeles, et al.

Los Angeles Superior Court Case No. 20STCV24227

Department: Sheriff's

CS-3 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

(Subdivision (a) of Government Code Section 54956.9)

N.B., A Minor by Elonda Holman, et al. v. County of Los Angeles, et al.

United States District Court Case No. 2:21-CV-02165

Department: Sheriff's

6. UPCOMING ITEM(S) FOR OCTOBER 30, 2024:

COMMUNITY CARE AND JUSTICE CLUSTER AGENDA REVIEW MEETING ITEMS

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	10/23/2024	
BOARD MEETING DATE	11/6/2024	
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)	Sheriff	
SUBJECT	Request budget approval for 2025 Contract City Manager's Conference	
PROGRAM	2025 Contract City Conference	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	If Yes, please explain why: This vendor is willing to forego a deposit in order to secure the dates. No other vendor is willing to secure the space without a deposit. All vendors for this event are exclusive to the venue.	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	Deposit required	
COST & FUNDING	Total cost: \$35,000.00	Funding source: The cost of the seminar is recovered in the rates the contract cities pay for their law enforcement services and budgeted to the Department's Contract Law Enforcement Bureau.
	TERMS (if applicable): 1 day (March 13, 2025)	
	Explanation: The seminar is a one-day event.	
PURPOSE OF REQUEST	Seek budget approval for the 2025 Contract City Manager's Conference.	
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>Board approval of the recommended action will enable the Los Angeles County Sheriff's Department to execute an agreement with Crown Jewel of Pacific, dba Sheraton Cerritos Hotel, to host the 2025 Educational Seminar on March 13, 2025. The Educational Seminar is an on-going event that takes place every fiscal year.</p> <p>The Seminar will be attended by Contract City Managers, Public Safety Directors, and Department executives. Approximately 150 attendees participate in the Seminar, which includes catered meals. The Seminar is funded by all 42 contract cities through the Law Enforcement Consolidated Cost Model.</p>	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: N/A	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board approval of the recommended action will enable the Los Angeles County Sheriff's Department to execute an agreement with Crown Jewel of Pacific, dba Sheraton Cerritos Hotel, to	

	<p>host the 2025 Educational Seminar on March 13, 2025. The Educational Seminar is an on-going event that takes place every fiscal year.</p> <p>The Seminar will be attended by Contract City Managers, Public Safety Directors, and Department executives. Approximately 150 attendees participate in the Seminar, which includes catered meals. The Seminar is funded by all 42 contract cities through the Law Enforcement Consolidated Cost Model.</p>
DEPARTMENTAL CONTACTS	<p>Name, Title, Phone # & Email: Julie Lowe, Sergeant (213) 229-1629 jalowe@lasd.org</p>

November 6, 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 TO EXECUTE AN AGREEMENT WITH CROWN JEWEL
OF PACIFICA, LLC DBA SHERATON CERRITOS HOTEL TO HOST THE 37th
ANNUAL CONTRACT CITY MANAGER'S CONFERENCE
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board approval to host the 37th Annual Contract City Manager's Conference (Conference), which will be held on March 13, 2025, at the Sheraton Cerritos Hotel, in the city of Cerritos.

IT IS RECOMMENDED THAT THE BOARD

Delegate authority to the Sheriff, or his designee, to execute an agreement with Crown Jewel of Pacifica, LLC DBA Sheraton Cerritos Hotel (Sheraton Hotel) at an estimated cost not to exceed \$35,000, for conference site rental fees, venue space usage fees, food and beverage fees, and room fees to host the Conference. The Conference is fully funded by all 42 contract cities through the Law Enforcement Consolidated Cost Model.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval of the recommended action will enable the Department to execute an agreement with the Sheraton Hotel, to host the Conference to be held on March 13, 2025. The Conference is an on-going event that takes place each fiscal year.

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

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

Implementation of Strategic Plan Goals

The requested actions support the County Strategic Plan's North Star II: Foster vibrant and resilient communities; Focus Area B: Care First, Jails Last: Implement a new vision of community safety in LA County, one centered on health solutions and services provided in the community so that jail is the last option rather than the first and only response; Strategy I. Community Engagement & Trust: Support programs, services and operations that strengthen community relations and trust through law enforcement transparency and accountability.

FISCAL IMPACT/FINANCING

There is no net County cost for this Conference. The cost of the Conference is recovered in the billing rates the contract cities pay to receive law enforcement services.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The 2025 Contract City Manager's Conference will be the 37th annual event, to be held on March 13, 2025. The Department is self-insured for the event.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Conference has no impact on current services.

The Honorable Board of Supervisors
November 6, 2024
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CONCLUSION

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

Sincerely,

ROBERT G. LUNA
SHERIFF

DRAFT



SHERATON

Cerritos Hotel

GROUP SALES AGREEMENT

Contract Issued: August 27, 2024

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

DESCRIPTION OF GROUP AND EVENT

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

Event Name: Los Angeles County Sheriff's Department

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

Reference #: M-T7SZL3Z

GROUP ROOM RESERVATIONS

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

Attendees

Date	Day	King/Double
03/12/2025	Wed	20

Start Date	End Date	Room Type	Rate
03/12/2025	03/13/2025	King/Double	\$189

TAXES

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

CUT-OFF DATE

After **02/26/2025** (the "Cutoff Date"), Hotel shall be permitted to release, for sale to the general public or to other groups, any room nights in the Room Block that have not been reserved as provided in this Agreement. Hotel will continue to accept reservations from Group's attendees after that date at the prevailing room rate, subject to availability. The release of room nights after the Cutoff Date shall not release Group from any liability for Sleeping Room Performance as provided in this Agreement.

COMMISSION

All rates are non-commissionable.

RESERVATIONS

Group must submit a room list to Hotel **02/26/2025** (the "Cutoff Date"). This list must indicate the name and "sharewiths" of each guest, the types of sleeping rooms desired (single, double) and the arrival and departure dates.

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

SLEEPING ROOM PAYMENT

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

Incidental expenses of Group members will be the responsibility of EACH GUEST If Group is responsible for incidental expenses, all such expenses will either be estimated or pre-paid as set forth above, or shall be billed to the Master Account. If the individual guests are to be responsible for incidental expenses, the guest will be expected to leave a valid credit card deposit in the amount of \$50.00 with the hotel at the time of check-in. It will be Group's responsibility to inform its members of this requirement.

SLEEPING ROOM PERFORMANCE

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

FUNCTION ROOM AND CATERING SERVICES

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

Date	Day	Start Time	End Time	Function Type	Setup	# People	Rental	Related Events
03/13/2025	Thur	7:00am	8:00am	Breakfast	Crescent Rounds	150	Waived with \$15,711.00 F&B min	Lakewood/Cypress
03/13/2025	Thur	8:00am	5:00pm	Meeting	Crescent Rounds	150		Lakewood/Cypress
03/13/2025	Thur	12:00pm	1:00pm	Lunch	Crescent Rounds	150		Lakewood/Cypress
03/13/2025	Thur	8:00am	5:00pm	Breakout Room	Theatre	40	\$750++	Artesia
03/13/2025	Thur	8:00am	5:00pm	Breakout Room	Theatre	40		La Palma
03/13/2025	Thur	8:00am	5:00pm	Breakout Room	Theatre	40	\$600++	Crystal B
03/13/2025	Thur	8:00am	5:00pm	Breakout Room	Theatre	40		Crystal C
03/13/2025	Thur	8:00am	5:00pm	Speaker Room	Special	10		Complimentary

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

FUNCTION ROOM SET-UP AND OPERATION

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

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

PROTECTIVE PROTOCOL EVENT CLAUSE

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

_____ Group Acknowledgement (please initial)

OUTSIDE CONTRACTORS

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

EXHIBITORS

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

AFFILIATED GROUPS

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

FUNCTION ROOM USAGE FEES

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

ADDITIONAL FOOD AND BEVERAGE POLICIES

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

Menu prices confirmed on **08/27/2024**. Food and Beverage prices shall be quoted exclusive of any applicable taxes and Administrative Charges. Group shall be responsible for all such taxes. Group must submit final menuselections to Hotel no later than **02/01/2025** (the "Menu Deadline"). **The final guarantee will be due by March 03, 2025**

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

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

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

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

FUNCTION AND OTHER EVENT-RELATED CHARGES

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

FOOD AND BEVERAGE PERFORMANCE

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

GROUP'S MASTER ACCOUNT

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

METHOD OF PAYMENT

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

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

Los Angeles County Sheriff's Department has indicated that it has elected to use the following form of

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

Los Angeles County Sheriff's Department may not change this form of payment.

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

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

BILLING ARRANGEMENTS

The following billing arrangements apply: All Charges to Master

DEPOSIT SCHEDULE

Date	Amount Due
On or before November 15, 2024	\$11,000.00
(April 12, 2025 on or before) 30 days	Remaining Balance

Group will make an advance payment to Hotel in the amount of **\$11,000.00** Dollars (the “Deposit”). The full amount of the Deposit shall be no later than **11/15/2024**. Hotel will credit the Deposit against the Master Account. Hotel will return any unused portion of the Deposit to Group no later than thirty (30) days after the Event or application of any Cancellation Fee, as applicable. Hotel may cancel the Event and terminate the Agreement immediately and without liability if Group fails to make any Deposit payment required by this Agreement. Hotel reserves the right to invoice Group for any amount by which the Master Account exceeds the total of any Deposit made by Group.

OUTSTANDING BALANCE

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

CANCELLATION

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

Summary of Revenue Anticipated by Hotel from the Event

Summary of Revenue Anticipated by Hotel from the Event	
Total Anticipated Sleeping Room Revenue	\$3,780.00
Total Anticipated Food and Beverage Revenue	\$15,711.00
Anticipated Function Room Usage Fees	\$1,350.00
Audio Visual Rental	\$3,005.00
Total Anticipated Event Revenue**	\$23,846.00
**This figure does not include 24% gratuities, taxes or fees for services by hotel or any authorized outside vendors.	

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

Date of Written Cancellation Notice Amount of Cancellation Fee

Notice of Cancellation Received	% of cancellation charge	Revenue
From signing date to November 1, 2024	50%	\$11,923.00
November 2, 2024 to January 2, 2025	75%	\$17,884.50
January 3, 2025 to arrival date	100%	\$23,846.00

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

FORCE MAJUERE

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

shall, within thirty (30) days after such cancellation, refund any deposits made by Group.

SIGNS AND DISPLAYS/ USE OF HOTEL'S NAME

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

SECURITY

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

SHIPPING AND PACKAGES

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

NOTICES

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

DAMAGE TO HOTEL PREMISES

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

INDEMNIFICATION

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

DISTURBANCES

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

ADDITIONAL REMEDIES

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

GROUP’S PROPERTY

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

CHOICE OF LAW

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

DISPUTE RESOLUTION

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

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

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

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

MARRIOTT BONVOY EVENTS

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

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

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

GROUP MUST CHECK ONE OPTION BELOW:

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

Member Name _____
Marriott Bonvoy Membership Number _____

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

Participating airline name _____
Participating airline frequent flyer account number _____

OR

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

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

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

ENTIRE AGREEMENT

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

NO ASSIGNMENT

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

MISCELLANEOUS

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

ACCEPTANCE

When presented by the Hotel to Los Angeles County Sheriff’s Department, this document is an invitation by the Hotel to Group to make an offer. Upon signature by Los Angeles County Sheriff’s Department, this document will be an offer by Group. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies Group at any time prior to Group’s execution of this document, the outlined format and dates will be held by the Hotel for Los Angeles County Sheriff’s Department on a first-option basis until **September 10, 2024**. If Group cannot make a commitment prior to that date, this invitation to offer will revert to a second-option basis or, at the Hotel’s option, the arrangements will be released, in which case neither party will have any further obligations.

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

SIGNATURES

Approved and authorized by Los Angeles County Sheriff’s Depart.:

Name: (Print) _____
Title: (Print) _____
Signature: _____
Date: _____

Approved and authorized by Hotel:

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

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	October 23, 2024	
BOARD MEETING DATE	November 6, 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 an Annual Equitable Sharing Agreement and Certification for Federally Forfeited Assets	
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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: \$	Funding source:
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	Execute an agreement and certification to comply with federal regulations for receiving an equitable share of federally forfeited assets.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The County and the Sheriff's Department are required co-sign an annual agreement and certification as a condition for the Sheriff's Department to receive a proportional share of any assets made available through the federal asset forfeiture program.	
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	David E. Culver Bureau Director, Financial Programs Bureau Tel: 213-229-3260 Email: deculver@lasd.org	

November 6, 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:

**APPROVE AN ANNUAL EQUITABLE SHARING AGREEMENT
AND CERTIFICATION FOR FEDERALLY FORFEITED PROPERTY
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

In order to comply with federal guidelines for the sharing of federally forfeited property, the Sheriff of Los Angeles County (County) must execute an annual Equitable Sharing Agreement and Certification (Agreement and Certification) as a prerequisite to the distribution of equitably shared funds and property. The Agreement and Certification must be signed by both the Sheriff and the Chair of the Board.

IT IS RECOMMENDED THAT THE BOARD:

Authorize the Chair to sign the attached Agreement and Certification for equitable sharing of federally forfeited property.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Law enforcement agencies participating in federal task forces and the governing body of the agencies are required to annually submit an Agreement and Certification as a prerequisite to receive asset forfeiture revenues equitably shared by the Federal Government and the participating task force agencies.

The Honorable Board of Supervisors
November 6, 2024
Page 2

Federally shared asset forfeiture revenues received as a result of the Los Angeles County Sheriff's Department's (Department) law enforcement actions are deposited in the Department's Narcotics Enforcement Special Fund. This fund supports a variety of law enforcement programs.

Implementation of Strategic Plans and Goals

This request is consistent with the County's Strategic Plan's North Star 3: Realize tomorrow's government today; Focus Area Goal G: Internal Controls and Processes: Strengthen our internal controls and process while being cognizant of efficiency to continue good stewardship of the public trust and fiscal responsibility.

FISCAL IMPACT/FINANCING

Anticipated asset forfeiture revenues are included in the Fiscal Year 2024-25 adopted budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Federal regulations require participants in the Federal Equitable Sharing Program to have the Chair of their governing body sign the attached Agreement and Certification.

County Counsel has reviewed and approved the Agreement and Certification as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this request will allow the uninterrupted receipt of revenue anticipated in the adopted budget. No other County departments are impacted by this request.

CONCLUSION

Upon Board approval, please return a copy of the adopted Board letter and an original executed copy of the Agreement to the Department's Administrative Services Division.

Sincerely,

ROBERT G. LUNA
SHERIFF



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: CA0190036
Agency Name: Los Angeles County Sheriff Department
Mailing Address: 211 W. Temple Street, 6th Floor
 Los Angeles, CA 90012

Type: Sheriff's Office

Agency Finance Contact

Name: Li, Jian
Phone: 213-229-1823 **Email:** j2li@lasd.org

Jurisdiction Finance Contact

Name: Martinez, Richard F
Phone: (213) 229-3291 **Email:** rf2marti@lasd.org

ESAC Preparer

Name: Bui, Van B.
Phone: (213) 229-1826 **Email:** vbbui@lasd.org

FY End Date: 06/30/2024

Agency FY 2025 Budget: \$3,918,714,000.00

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance	\$4,579,216.25	\$1,793,443.27
2	Equitable Sharing Funds Received	\$1,865,681.58	\$158,928.01
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$0.00	\$0.00
4	Other Income	\$0.00	\$0.00
5	Interest Income	\$254,689.52	\$23,842.76
6	Total Equitable Sharing Funds Received (total of lines 2-5)	\$2,120,371.10	\$182,770.77
7	Equitable Sharing Funds Spent (total of lines a - n)	\$1,131,671.10	\$309,716.18
8	Ending Equitable Sharing Funds Balance <small>(difference between line 7 and the sum of lines 1 and 6)</small>	\$5,567,916.25	\$1,666,497.86

¹Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law Enforcement Operations and Investigations	\$631,078.99	\$0.00
b	Training and Education	\$0.00	\$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d	Law Enforcement Equipment	\$500,592.11	\$309,716.18
e	Joint Law Enforcement/Public Safety Equipment and Operations	\$0.00	\$0.00
f	Contracts for Services	\$0.00	\$0.00
g	Law Enforcement Travel and Per Diem	\$0.00	\$0.00
h	Law Enforcement Awards and Memorials	\$0.00	\$0.00
i	Drug, Gang, and Other Education or Awareness Programs	\$0.00	\$0.00
j	Matching Grants	\$0.00	\$0.00
k	Transfers to Other Participating Law Enforcement Agencies	\$0.00	\$0.00
l	Support of Community-Based Programs	\$0.00	\$0.00
m	Non-Categorized Expenditures	\$0.00	\$0.00
n	Salaries	\$0.00	\$0.00
Total		\$1,131,671.10	\$309,716.18

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds

Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Support of Community-Based Programs

Recipient	Justice Funds	

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information**Independent Auditor**

Name: Linda Hurley, Partner

Company: Macias, Gini and O'Connell, LLP

Phone: 949-296-4340

Email: lhurley@mgocpa.com

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES NO THRESHOLD NOT MET

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse: Report ID: 2023-06-GSAFAC-0000032125

DRAFT

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administrated in the same manner as the jurisdiction's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The

Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

Yes No

Agency Head

Name: Luna, Robert G.
Title: Sheriff
Email: rluna@lasd.org

Signature: R. Luna Date: 8.29.24

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Horvath, Lindsey
Title: Chair, Board of Supervisors
Email: ThirdDistrict@bos.lacounty.gov

Signature: _____ Date: _____

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	10/23/2024	
BOARD MEETING DATE	11/6/2024	
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)	Medical Examiner (DME)	
SUBJECT	To authorize the Director of the Internal Services Department (ISD), as the Los Angeles County (LA County) Purchasing Agent, to proceed with the sole source acquisition of one SCIEX Quadrupole Time-Of-Flight (QTOF) instrument for the Department of Medical Examiner (DME), with an estimated cost of \$500,000.	
PROGRAM		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: AbSciex QTOF technology provides the highest acquisition speed without sacrificing resolution for the identification of compounds. Additionally, we have different AbSciex instruments that utilize the same software platform as the QTOF machine. Therefore, having another instrument and software already in place helps reduce costs for maintenance and services.	
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 DME would like to purchase one QTOF machine during FY 2024-25.	
COST & FUNDING	Total cost: \$500,000	Funding source: Funding for the QTOF instrument has been allocated within the Fiscal Year 24-25 Budget. The instrument will be purchased with Department funds. Ongoing maintenance costs will be funded from the department's Operating Budget. No impact on Net County Cost is anticipated
	TERMS (if applicable): N/A	
PURPOSE OF REQUEST	To authorize the Director of the Internal Services Department (ISD), as the Los Angeles County (LA County) Purchasing Agent, to proceed with the sole source acquisition of one SCIEX Quadrupole Time-Of-Flight (QTOF) instrument for the Department of Medical Examiner (DME), with an estimated cost of \$500,000.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The QTOF instrument is used to identify more novel substances in comparison to the methodologies currently utilized by the DME laboratory. Improvements in analytical testing will be enhanced accompanied by advances in the current technology used in the DME Toxicology Unit. Having the advanced ability to identify compounds contributing to the death of a decedent may alert the Department of Public Health and other stakeholders to new novel drugs amplifying the current drug epidemic.	

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: Diane Park, Administrative Services Manager, (323) 343-01616, Dpark@me.lacounty.gov Silvia Gonzalez, Administrative Services Manager, (323) 343-0682, SGonzalez@me.lacounty.gov Dr. Nichelle H. Shaw, Administrative Deputy, (323) 343-0784, nshaw@me.lacouty.gov



COUNTY OF LOS ANGELES
DEPARTMENT OF MEDICAL EXAMINER
1104 N. MISSION RD, LOS ANGELES, CALIFORNIA 90033



Odey C. Ukpo, M.D., M.S.
Chief Medical Examiner

November 6, 2024

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

Dear Supervisors:

**REQUEST TO AUTHORIZE THE ACQUISITION OF
ONE QUADRUPOLE TIME-OF-FLIGHT (QTOF) INSTRUMENT
(ALL SUPERVISORIAL DISTRICTS - 3 VOTES)**

SUBJECT

Authorize the Director of the Internal Services Department (ISD), as the Los Angeles County (LA County) Purchasing Agent, to proceed with the sole source acquisition of one AbSCIEX Quadrupole Time-Of-Flight (QTOF) instrument for the Department of Medical Examiner (DME), with an estimated cost of \$500,000.

IT IS RECOMMENDED THAT THE BOARD:

Authorize the Director of ISD, as LA County's Purchasing Agent, to proceed with the sole source acquisition of one AbSCIEX QTOF instrument for the Department of Medical Examiner, with an estimated cost of \$500,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This acquisition of the one high-performance QTOF instrument will allow the DME Laboratories Toxicology section to improve forensic toxicological testing which is used to determine the cause and manner of death of decedents who are within the DME's jurisdiction.

Accreditations:

National Association of Medical Examiners (Provisional)
California Medical Association-Continuing Medical Education
Accreditation Council for Graduate Medical Education

ANAB ISO/IEC 17025:2017 Forensic Science Testing Laboratories
Peace Officer Standards and Training Certified

The QTOF instrument is used to identify more novel substances in comparison to the methodologies currently utilized by the DME laboratory. Improvements in analytical testing will be enhanced accompanied by advances in the current technology used in the DME Toxicology Unit. Having the advanced ability to identify compounds contributing to the death of a decedent may alert the Department of Public Health and other stakeholders to new novel drugs amplifying the current drug epidemic.

DME's current screening method uses immunoassay instrumentation which is fairly sensitive but not specific. A family of drugs may be identified in a sample: however, the specific analyte is not identifiable until the more labor-intensive and complicated GC (gas chromatography) or LC (liquid chromatography) confirmation assay is employed. Additionally, analytes that are not cross-reactive with the immunoassay kits risk not being identified altogether. This method works but can increase the time it takes to close out Toxicology reports that directly impact the turnaround time of case closure for Medical Examiners.

Purchasing the QTOF instrument will provide the DME with a more reliable, up-to-date system that will improve the quality of death investigations by more sensitive and specific methods of drug identification in addition to minimizing pathologist workload and reducing delays in determining the cause and manner of death. Most importantly, purchasing the QTOF instrument will help the DME maintain its National Association of Medical Examiners (NAME) Accreditation by reducing death investigation turnaround times.

The acquisition of the QTOF instrument qualifies as a sole source purchase due to the software system capabilities and compatibilities provided by our existing, in-use testing platform. If another vendor were to provide the instrument, the department would also need to factor in the cost of new system software and training on this new software to all Toxicology staff (which is very time-consuming and creates an increased risk of human error during data analysis) that would significantly increase the overall cost of purchase. System software is a separate and additional cost from the instrument itself. With QTOF instruments averaging \$450,000 and software costs averaging \$250,000 the cost of purchasing the QTOFs through a new instrument supplier would be ~\$700,000 not factoring in the time it would take to train all Toxicology staff on the new system software. In essence, purchasing the QTOF instrument through a new vendor would be much higher than purchasing the QTOF through an established vendor that uses the existing efficient testing software utilized by the Medical Examiners laboratories.

On June 8, 2024, in accordance with Board Policy 5.100, Sole Source Contracts and Amendments, the Department provided the Board with advance notification of its intent to enter into negotiations for a sole source contract.

The approval of the recommended action will allow the DME to modernize its existing laboratory with this state-of-the-art piece of equipment which will allow the department to continue effectively determining the cause and manner of death for all decedents whose deaths fall under DME jurisdiction.

On December 29, 2022, in accordance with Board Policy 5.100, Sole Source Contracts and Amendments, the Department provided the Board with advance notification of its intent to enter into negotiations for a sole source contract.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

This recommendation supports Goal II.2 “Support the Wellness of Our Communities” and III.3, “Pursue Operational Effectiveness, Fiscal Responsibility and Accountability” of the LA County Strategic Plan.

FISCAL IMPACT/FINANCING

The total estimated cost of the QTOF instrument is \$500,000. The estimated acquisition costs include the equipment, installation, accessories, a twelve-month service warranty, freight, and tax.

Operating Budget Impact

Funding for the QTOF instrument has been allocated within the Fiscal Year 2024-25 Budget. The instrument will be funded by the Department. DME will fund ongoing maintenance costs from its Operating Budget. No impact on Net County Cost is anticipated.

FACTS AND PROVISIONAL/LEGAL REQUIREMENTS

Pursuant to Government Code Section 27491, the DME is tasked with determining the circumstances, manner, and cause of all violent, sudden, unattended, or unusual deaths within the County of Los Angeles. The DME has the discretion to determine the extent of the inquiry into any death falling within its jurisdiction. The purchase of the QTOF instrument is critical to the DME’s ability to perform a thoroughly expedited death investigation and make the final determination on the manner and cause of death.

On October 16, 2001, the Board approved the classification categories for fixed assets and new requirements for major fixed asset (now referred to as capital asset) acquisitions. This process now requires LA County departments to obtain Board approval to acquire or finance equipment with a unit cost of \$250,000 or greater prior to submitting their requisition to ISD.

CONTRACTING PROCESS

The acquisition of equipment falls under the statutory authority of the LA County Purchasing Agent and will be accomplished in accordance with LA County’s purchasing policies and procedures for sole source purchases.

IMPACT ON CURRENT SERVICES

Approval of the recommendation will greatly enhance the DME’s technological ability to expedite and accurately determine the manner and cause of death.

When approved, the Executive Office, Board of Supervisors is requested to return the signed and approved Board Letter to:

Procurement Unit
Department of Medical Examiner
1104 N. Mission Road
Los Angeles, CA 90033

Sincerely,

ODEY C. UKPO, M.D., M.S.
Chief Medical-Examiner

OCU:nhs:dp

c: Akiko Tagawa, Chief Deputy, DME
Dr. Nichelle H. Shaw, Administrative Deputy, DME
Patty Romo, Department Finance Manager, DME
Silvia Gonzalez, Procurement Manager, DME
Chief Executive Office
County Counsel
Executive Office, Board of Supervisors
Internal Services Department

SOLE SOURCE CHECKLIST

Department Name: _____

New Sole Source Contract

Existing Sole Source Contract Date Sole Source Contract Approved: _____

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an “ <i>Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.</i> ”
	➤ Compliance with applicable statutory and/or regulatory provisions.
	➤ Compliance with State and/or federal programmatic requirements.
	➤ Services provided by other public or County-related entities.
	➤ Services are needed to address an emergent or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/ system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Rene' Phillips

Chief Executive Office

Date

SOLE SOURCE REQUEST QUESTIONNAIRE

It is the policy of the County to solicit the maximum number of bids/proposals for a commodity or service from the largest relevant market and to select vendors on a competitive basis.

There are certain acquisitions, which, when in the best interest of the County, can only be obtained from a sole source. Sole source acquisitions must be justified in sufficient detail to explain the basis for suspending the usual competitive procurement process.

NOTE: Please refer to Procedure P-3700 of the ISD Purchasing Policies and Procedures Manual.

DOCUMENTATION FOR SOLE SOURCE JUSTIFICATION MUST INCLUDE RESPONSES TO THE FOLLOWING QUESTIONS:

1. What is being requested?

The Department of Medical Examiner (ME) is requesting to Authorize the Director of the Internal Services Department (ISD), as the Los Angeles County (LA County) Purchasing Agent, to proceed with the sole source acquisition of one AbSCIEX Quadrupole Time-Of-Flight (QTOF) instrument for the Department of Medical Examiner (DME), with an estimated cost of \$500,000.

2. Why is the product needed – how will it be used?

The QTOF will improve the testing methodology for the laboratory by specifically helping increase the identification of newer compounds that are being produced within the illegal drug trade and manufacturing. These results support the Department's ability to determine the cause and manner of death.

3. Is this "brand" of product the only one that meets the user's requirements? If yes, what is unique about the product?

AbSciex QTOF technology provides the highest acquisition speed without sacrificing resolution for the identification of compounds. Additionally, we have different AbSciex instruments that utilize the same software platform as the QTOF. Therefore, having these other instruments and software already in place helps reduce costs for maintenance and services.

Procuring the QTOF instrument from AbSciex is the only brand that meets the department's requirements and qualifies as a sole source purchase due to the software system capabilities and compatibilities provided by the department's existing, in-use testing platform. If another vendor were to provide the instrument, the department would also need to factor in the cost of new system software and training on this new software to all Toxicology staff (which is very time-consuming and creates an increased risk of human error during data analysis) that would significantly increase the overall cost of purchase. System software is a separate and additional cost from the instrument itself. With QTOF instruments averaging \$450,000 and software costs averaging \$250,000 the cost of purchasing the QTOF through a new instrument supplier would be ~\$700,000 not factoring in the time it would take to train all Toxicology staff on the new system software. In essence, purchasing the QTOF instrument through a new vendor would be much higher than purchasing the QTOF through an established vendor that uses the existing efficient testing software utilized by the Medical Examiners laboratories.

4. Have other products/vendors been considered? If yes, which products/vendors have been considered and how did they fail to meet the user's requirements?

No. We currently have software and maintenance contracts for other instruments from the same vendor that will help provide discounts for preventive maintenance moving forward. The vendor has also provided discounts in the current quote for the QTOF because we have an existing contract.

5. Will the purchase of this product avoid other costs (e.g., data conversion, etc.) or will it incur additional costs (e.g., training, conversion, etc.)?

All supplier QTOF instruments do not utilize the same software and only Sciex QTOF instruments are compatible with the software already in use in the department's Laboratory. Having a new instrument supplier would require new software, prolong the validation process due to staff unfamiliarity with new software, and require added time consumed in training in addition to the instrument purchase. The Sciex QTOF would be ready to use after validating the instruments themselves using our existing software.

This is a new instrument utilized in the laboratory. The same vendor is used for the LC/MS/MS software the department uses which processes analytical Toxicology data. Usage of the existing system will avoid the need for additional costs for data conversions, data migrations, training, and backend support.

The QTOF will also greatly decrease the amount of work hours laboratory staff (Criminalists, Senior Criminalists, and Supervising Criminalists) will need to produce toxicology results. The QTOF produces more specific and sensitive screening of toxicology cases compared to the Lab's current screening method (ELISA, which is less specific and does not allow the Laboratory to screen for most novel drugs). The cost of the supplies necessary to perform QTOF analyses is less than the cost of running the ELISA screens.

6. Is the product proprietary or is it available from various dealers? Have you verified this?

This product is not proprietary. However, the data processing software is proprietary, and given the current vendor software products for the department's other instruments, it would be vital for the department to remain with the same vendor for the QTOF. In addition, software costs will be avoided and problems are less likely to occur during the data processing of casework.

7. Reasonableness of Price: Does the County obtain a percentage discount or special discount not available to the private sector?

We currently have software and maintenance contracts with the vendor for various instruments. This will help incentivize discounts for preventive maintenance moving forward. The vendor has also provided discounts in the current quote for the QTOF due to our existing contracts.

8. What is the dollar value of existing equipment and the Purchase Order No. for the existing equipment?

We currently do not own a QTOF. This would be a new instrument purchase, there are no PO numbers to provide.

REQUIRED FORMS – EXHIBIT 9

CONTRIBUTION AND AGENT DECLARATION FORM

This form must be completed separately by all bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles ("County").

Pursuant to the Levine Act (Government Code section 84308), a member of the Board of Supervisors, other elected County officials (the Sheriff, Assessor, and the District Attorney), and other County employees and/or officers ("County Officers") are disqualified and not able to participate in a proceeding involving contracts, franchises, licenses, permits and other entitlements for use if the County Officer received more than \$250 in contributions in the past 12 months from the bidder, proposer or applicant, any paid agent of the bidder, proposer, or applicant, or any financially interested participant who actively supports or opposes a particular decision in the proceeding.

State law requires you to disclose information about contributions made by you, your company, and lobbyists and agents paid to represent you. Failure to complete the form in its entirety may result in significant delays in the processing of your application and potential disqualification from the procurement or application process.

You must fully answer the applicable questions below. You ("Declarant"), or your company, if applicable, including all entities identified below (collectively, "Declarant Company") must also answer the questions below. The term "employee(s)" shall be defined as employees, officers, partners, owners, or directors of Declarant Company.

An affirmative response to any questions will not automatically cause the disqualification of your bid/proposal, or the denial of your application for a license, permit or other entitlement. However, failure to answer questions completely, in good faith, or providing materially false answers may subject a bidder/proposer to disqualification from the procurement.

This material is intended for use by bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles and does not constitute legal advice. If you have questions about the Levine Act and how it applies to you, you should call your lawyer or contact the Fair Political Practices Commission for further guidance.

REQUIRED FORMS – EXHIBIT 9
CONTRIBUTION AND AGENT DECLARATION FORM

Complete each section below. State “none” if applicable.

A. **COMPANY OR APPLICANT INFORMATION**

1) Declarant Company or Applicant Name:

AB Sciex LP

- a) If applicable, identify all subcontractors that have been or will be named in your bid or proposal: Click or tap here to enter text.
- b) If applicable, variations and acronyms of Declarant Company’s name used within the past 12 months: Click or tap here to enter text.
- c) Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a County Officer, regardless of whether you or Declarant Company have actually made a contribution:
Danaher Corporation

[IF A COMPANY, ANSWER QUESTIONS 2 - 3]

2) Identify only the Parent(s), Subsidiaries and Related Business Entities that Declarant Company has controlled or directed, or been controlled or directed by. “Controlled or directed” means shared ownership, 50% or greater ownership, or shared management and control between the entities.

a) Parent(s):

Danaher Corporation

b) Subsidiaries:

Click or tap here to enter text.

c) Related Business Entities:

All Danaher operating companies

3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.

Beckman Coulter Inc

4) Identify all entities (proprietorships, firms, partnerships, joint ventures, syndicates, business trusts, companies, corporations, limited liability companies, associations, committees, and any other organization or group of persons acting in concert) whose contributions you or Declarant Company have the authority to direct or control.

None

REQUIRED FORMS – EXHIBIT 9

CONTRIBUTION AND AGENT DECLARATION FORM

- 5) Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you or Declarant Company and who will receive compensation to communicate with a County Officer regarding the award or approval of **this** contract or project, license, permit, or other entitlement for use.

*(Do **not** list individuals and/or firms who, as part of their profession, either (1) submit to the County drawings or submissions of an architectural, engineering, or similar nature, **or** (2) provide purely technical data or analysis, **and** who will not have any other type of communication with a County agency, employee, or officer.)*

Sales persons will quote requirements at the request of County lab employees

Sales managers, service engineers and order processing teams will perform order taking, maintenance services, and sales activities for County lab employees, and bid submissions to procurement offices.

- 6) If you or Declarant Company are a 501(c)(3) non-profit organization, identify the compensated officers of your organization and the compensated members of your board.

[Click or tap here to enter text.](#)

B. CONTRIBUTIONS

- 1) Have you or the Declarant Company solicited or directed your employee(s) or agent(s) to make contributions, whether through fundraising events, communications, or any other means, to a County Officer in the past 12 months? If so, provide details of each occurrence, including the date.

Date (contribution solicited, or directed)	Recipient Name (elected official)	Amount
<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>
<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>
<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>

*Please attach an additional page, if necessary.

- 2) Disclose all contributions made by you or any of the entities and individuals identified in Section A to a County officer in the past 12 months.

Date (contribution made)	Name (of the contributor)	Recipient Name (elected official)	Amount
<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>

Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

*Please attach an additional page, if necessary.

REQUIRED FORMS – EXHIBIT 9

CONTRIBUTION AND AGENT DECLARATION FORM

C. DECLARATION

By signing this Contribution and Agent Declaration form, you (Declarant), or you and the Declarant Company, if applicable, attest that you have read the entirety of the Contribution Declaration and the statements made herein are true and correct to the best of your knowledge and belief. (Only complete the one section that applies.)

There are Click or tap here to enter text. additional pages attached to this Contribution Declaration Form.

COMPANY BIDDERS OR APPLICANTS

I, Belle M Neumann (Authorized Representative), on behalf of AB Sciex LP(Declarant Company), at which I am employed as Authorized Representative (Title), attest that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached page(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject Declarant Company to consequences, including disqualification of its bid/proposal or delays in the processing of the requested contract, license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

By signing this Contribution and Agent Declaration form, you also agree that, if Declarant Company hires an agent, such as, but not limited to, an attorney or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, you agree to inform the County of the identity of the agent or lobbyist and the date of their hire. You also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County officer (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by the Declarant Company, or, if applicable, any of the Declarant Company's proposed subcontractors, agents, lobbyists, and employees who have communicated or will communicate with the County about this contract, license, permit, or other entitlement after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Belle Neumann

Signature

09.20.24
Click or tap here to enter text.
Date

REQUIRED FORMS – EXHIBIT 9

CONTRIBUTION AND AGENT DECLARATION FORM

INDIVIDUAL BIDDERS OR APPLICANTS

I, Click or tap here to enter text., declare that the foregoing responses and the explanation on the attached sheet(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject me to consequences, including disqualification of my bid/proposal or delays in the processing of the requested license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

If I hire an agent or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, I agree to inform the County of the identity of the agent or lobbyist and the date of their hire. I also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County official (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by me, or an agent such as, but not limited to, a lobbyist or attorney representing me, that are made after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Belle Neumann _____
Signature

09.20.24
Click or tap here to enter text.
Date

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	10/23/2024
BOARD MEETING DATE	11/6/2024
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	Requesting Board of Supervisors' (Board) approval for the sole source purchase of a 412EPX helicopter from Bell Textron Inc. This purchase exceeds the \$250,000 capital asset threshold established by the Board and requires Board approval to move forward with the acquisition. The District also requests Board approval of an appropriation adjustment to transfer \$18.6 million from the District's Helicopter Accumulated Capital Outlay (ACO) Fund – Committed for Program Expansion to the District's Helicopter ACO Fund Capital Asset (CA) – Equipment appropriation for this purchase.
PROGRAM	Various
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <p>If yes, please explain why: The Bell 412 has been a reliable aircraft in the District's fleet for over 30 years. The District owns and operates five Bell 412 aircraft of varying models, with the oldest two being 31 years old and averaging 9,300 flight hours. In addition, the Air Operations Helicopter Maintenance Unit has extensive training and the specialized equipment needed to perform routine and unscheduled maintenance on the aircraft. Many parts are interchangeable between the varying models of the Bell 412 in the fleet making the transition to the EPX virtually seamless. Operationally, our pilots and crews have been flying the Bell 412 for the multi-mission operations and are experts in the platform and possess first-hand knowledge of its performance capabilities. All pilot and crew chiefs have been attending factory simulator training for over 10 years. This training allows the crews to practice emergency operations in a realistic but safe environment and provides the pilots with updates to the aircraft operating systems.</p> <p>The introduction of another model airframe to the fleet would not be sustainable for the service and maintenance. The Air Operations Barton Heliport does not have the size to expand the necessary workspace to support airframe specific equipment. Furthermore, it is not reasonable to expect our pilots and crews to learn the systems of a new aircraft model. Much of our success as an emergency response aero unit is built around standardized airframes outfitted with like systems.</p> <p>The Bell 412 EPX retains many of the core components and systems of the Bell 412, ensuring that existing maintenance protocols, tools, and training remain relevant. This compatibility minimizes the need for extensive retraining of maintenance personnel and allows for the continued use of existing spare parts inventories.</p> <p>The Bell 412 EPX's increased internal Maximum Gross Weight and enhanced mast torque output at lower speeds translate to better performance and operational efficiency. These improvements do not necessitate significant changes to the existing maintenance schedules but do offer potential for extended intervals between overhauls.</p> <p>Bell provides comprehensive training programs tailored to the Bell 412 EPX, ensuring that maintenance crews are well-versed in the new systems and upgrades. This</p>

	training is designed to build on the existing knowledge base of Bell 412 maintenance personnel, making the transition smooth and efficient.	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	None	
COST & FUNDING	Total cost: Approximately \$18.6M including sales taxes	Funding source: District funds accumulated in the Fire Department Helicopter ACO Fund FY 2024-25 Final Adopted Budget
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	Authorize the Internal Services Department, as the County Purchasing Agent, to proceed with the sole source acquisition process for the purchase of one Bell 412EPX helicopter, at an approximate cost of \$18.6 million, including sales taxes.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The new Bell helicopter will enhance the District's fleet of multi mission aerial firefighting Helicopters. This new aircraft will provide upgraded operational capabilities to meet current and anticipated future mission requirements.	
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 3.G. Internal Controls and Processes, by continually maximizing revenue, managing, and maximizing County assets, measuring impact and effectiveness of our collective efforts, and enhancing County's fiscal strength through long-term planning.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Marissa Martin Jensen, ASM II, Marissa.MartinJensen@fire.lacounty.gov Office: 323-881-6173	



COUNTY OF LOS ANGELES FIRE DEPARTMENT



ANTHONY C. MARRONE
FIRE CHIEF
FORESTER & FIRE WARDEN

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

BOARD OF SUPERVISORS
LINDSEY P. HORVATH, CHAIR
THIRD DISTRICT

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

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

November 6, 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 SOLE SOURCE ACQUISITION OF A BELL 412 EPX HELICOPTER FROM BELL TEXTRON INC. AND APPROVAL OF AN APPROPRIATION ADJUSTMENT FOR FY 2024-25 (ALL DISTRICTS) (4 VOTES)

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors' (Board) approval for the sole source purchase of a 412EPX helicopter from Bell Textron Inc. (Bell). This purchase exceeds the \$250,000 capital asset threshold established by the Board and requires Board approval to move forward with the acquisition.

The District also requests Board approval of an appropriation adjustment to transfer \$18.6 million from the District's Helicopter Accumulated Capital Outlay (ACO) Fund - Committed for Program Expansion to the District's Helicopter ACO Fund Capital Asset - Equipment appropriation for this purchase.

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

1. Authorize the Internal Services Department (ISD), as the County Purchasing Agent, to proceed with the sole source acquisition process for the District for the purchase of one Bell 412 EPX helicopter, at an approximate cost of \$18.6 million, including sales tax.

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

LAWDALE
LOMITA
LYNWOOD
MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES
PARAMOUNT

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

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

2. Approve a Fiscal Year 2024-25 Appropriation Adjustment to transfer \$18.6 million from the District's Helicopter ACO Fund - Committed for Program Expansion to the District's Helicopter ACO Fund Capital Assets - Equipment appropriation for the purchase of a Bell 412 EPX helicopter.
3. Find that this purchase is exempt from the provision of the California Environmental Quality Act (CEQA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

On October 13, 2016, the District presented to the Board an "Analysis of Current Wildland Firefighting Aircraft Program and Other Aircraft Types" (Analysis). The purpose of the Analysis was to evaluate and provide strategic replacement and expansion recommendations for the District's aircraft program related to effective wildland fire suppression while maintaining full capability to complete all other aviation-related missions.

Phase One involved evaluating aerial resources to support the District's year-round operations. Phase Two was a four-year acquisition plan starting in Fiscal Year (FY) 2017-18 aimed at replacing the District's aging aircraft. Phase Two was partially implemented with the purchase of two S-70i Firehawks in 2017, which entered service in 2020. Due to the COVID pandemic and economic uncertainty, the purchase of two additional S-70i Firehawks and Bell 412s was postponed.

Approval of the recommended actions will allow the District to re-engage in Phase Two of the aircraft replacement schedule. The District's current fleet of five Bell 412 helicopters includes two HP model aircraft that have been in service for over 30 years and have accumulated an average of 9,250 hours of flight time. By 2029, two EP model helicopters will be 23 years old at an average of 5,500 hours per aircraft. Helicopters with high flight hours result in an increased need for maintenance, obsolescence of parts, and airframe fatigue. Furthermore, this purchase helps address the delays in the District's helicopter fleet to meet the ever-increasing emergency response challenges associated with protecting lives and property.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Plan North Star 3.G. Internal Controls and Processes, by continually maximizing revenue, managing, and maximizing County assets, measuring impact and effectiveness of our collective efforts, and enhancing County's fiscal strength through long-term planning.

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.

Sufficient funding is available in the District's Helicopter ACO Fund FY 2024-25 Final Adopted Budget for this purchase and approval of the appropriation adjustment will transfer \$18.6 million from the Fire Department Helicopter ACO Fund - Committed for Program Expansion to the Fire Department Helicopter ACO Fund Capital Assets - Equipment appropriation to fully fund the purchase of a Bell 412 EPX helicopter. District funds were accumulated in the Helicopter ACO Fund's reserves over multiple fiscal years to facilitate the purchase of new helicopters.

There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Bell 412 helicopter has been part of the District's fleet for over 30 years and can fly all the missions identified in the Analysis. The benefit of the Bell aircraft is its one-third hourly operating costs when compared to the Sikorsky S-70. The mixed fleet allows critical maintenance of the Sikorsky S-70 and ensures that the District will have capable aircraft available if a manufacturer or the Federal Aviation Agency grounds a specific airframe.

On October 16, 2001, the Board adopted a policy whereby County departments must obtain Board approval to purchase equipment with a unit cost of \$250,000 or greater prior to submitting their requisitions for purchasing.

As this is a commodity purchase via ISD, a Sole Source Board notification and the Sole Source checklist are not required.

ENVIRONMENTAL DOCUMENTATION

This acquisition will not have a significant effect on the environment; and therefore, this acquisition is exempt from CEQA, pursuant to Section 15061 (b)(3) of the CEQA Guidelines.

CONTRACTING PROCESS

This is a sole source commodity purchase under the statutory authority of the County Purchasing Agent. The sole source purchase will be requisitioned through, and accomplished by, the County Purchasing Agent in accordance with the County's Purchasing and Contracting policies and procedures.

Helicopter mission equipment conversion work will be obtained through a separate and competitive solicitation process, in accordance with County's Purchasing and Contracting policies and procedures, with approval to be made by your Board at a later date.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The new Bell 412EPX helicopter will enhance the District's fleet of multi mission aerial firefighting helicopters, as detailed in the Analysis Phase One and Phase Two reports. This advanced aircraft will enhance operational capabilities to address both current and future

mission needs. It is critical for the District's ability to effectively carryout fire suppression, disaster response and recovery, and life-saving responses throughout Los Angeles County.

Furthermore, the District has had a long history of successful operation with Bell helicopters for firefighting, rescue operations, and emergency medical services. Their maintenance and operating costs are reasonable, making them a cost-effective choice for the District. The District is confident that acquiring this Bell helicopter will provide reliable and efficient performance, further enhancing operational capabilities and improving service to the community.

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

Internal Services Department
Purchasing and Contracts Services
Attention: Gerald Plummer, Division Manager
1100 North Eastern Avenue, Suite 102
Los Angeles, CA 90063
GPlummer@isd.lacounty.gov

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

Respectfully submitted,

ANTHONY C. MARRONE, FIRE CHIEF

ACM:rg

c: Chief Executive Officer
Executive Officer, Board of Supervisors
County Counsel
Internal Services Department

October 01, 2024

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

FIRE DEPARTMENT

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

2024-25

4 - VOTES

SOURCES		USES	
FIRE DEPARTMENT HELICOPTER A.C.O. FUND BR5-3017 COMMITTED FOR PROGRAM EXPANSION DECREASE OBLIGATED FUND BALANCE	18,600,000	FIRE DEPARTMENT HELICOPTER A.C.O. FUND BR5-FR-6030-40730 CAPITAL ASSETS - EQUIPMENT INCREASE APPROPRIATION	18,600,000
SOURCES TOTAL	\$ 18,600,000	USES TOTAL	\$ 18,600,000

JUSTIFICATION

This budget adjustment reflects the use of obligated fund balance Committed for Program Expansion from the Fire Department Helicopter Accumulated Capital Outlay (A.C.O.) Fund to the Capital Assets – Equipment appropriation to purchase a Bell 412 EPX helicopter.

Jessica Lindsey

Digitally signed by Jessica Lindsey
Date: 2024.10.01 13:50:07 -07'00'

AUTHORIZED SIGNATURE

JESSICA LINDSEY, ASM III, FMD

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

REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR--

ACTION

APPROVED AS REQUESTED

RECOMMENDATION
Digitally signed by
Andrea Turner
Date: 2024.10.02
08:51:49 -07'00'

APPROVED AS REVISED

AUDITOR-CONTROLLER

BY

Turner

CHIEF EXECUTIVE OFFICER

BY

René
Phillips

Digitally signed by
René Phillips
Date: 2024.10.02
10:13:51 -07'00'

B.A. NO. 035

DATE

10/2/24

DATE